

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	I. CONTRACT ID CODE J	PAGE OF PAGES 1 8
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2. AMENDMENT/ MODIFICATION NO. LD301	3. EFFECTIVE DATE 17-09-2011	4. REQUESTING INCREASE REQ. NO.	5. PROJECTION (Supply only) CP11-009
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6. ISSUED BY AFGHANISTAN DISTRICT SOUTH (AES) U.S. ARMY CORPS OF ENGINEERS APO AE 09355	CODE	7. ADMINISTERED BY (Collection Item) See Item 6	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)	X	9A. AMENDMENT OF SOLICITATION NO. TABLE-1-1-0018
	X	9B. DATED (SEE ITEM 11) 31-JAN-2011
		10A. MOD. OF CONTRACT ORDER NO.
		10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above-numbered solicitation is amended as set forth in Item 14. The lowest date specified above is of the _____ is not amended, is not amended.

Offer contractors/ vendors receipt of this amendment grants the lowest date specified in the solicitation over amended by one of the following methods:

(1) By completing Item 8 and 13, and returning _____ copies of this amendment; (2) By electronic signature of this amendment on each copy of this offer submitted; or (3) By separate letter or teletype message in which reference to the solicitation and amendment number. FAILURE OF YOU TO ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. Electronic offers submitted via data to change an already submitted, such change may be made by teletype letter, provided such teletype letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT /MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Amendment is to provide questions and answers to all contractors, correct line item numbering on the proposal schedule, update DBA Clause wording, and delete unneeded Clauses 52.209-2, 52.222-22, 52.222-23, and 52.222-38. All other terms and conditions remain the same. The due date for proposals remains unchanged at 3 Mar 2011 3:00 PM local time.

Except as provided herein, all terms and conditions of the document referenced in Item 6 or 10A, as hereafter changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR OFFICER	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	(Signature of Contracting Officer)

SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

SECTION 00010

PROPOSAL SCHEDULE

The Contractor shall provide a price for all items. The Government will award in accordance with the lowest price technically acceptable process.

No.	Description	Qty	Unit	Unit Price	Total Amount
BASE PROPOSAL:					
Number	Contract Line Item				
0001AA	Site Survey / Existing Conditions Map	1	LS	XXX	\$ _____
0001AB	Structure Evaluation Report	1	LS	XXX	\$ _____
0001AC	Geotechnical Report	1	LS	XXX	\$ _____
0001AD	A/E Design	1	LS	XXX	\$ _____
0001AE	As-Built Drawings	1	LS	XXX	\$ _____
0001AF	Unexploded Ordnance (UXO) Removal and Clearance	1	LS	XXX	\$ _____
0001AG	Mobilization, Demobilization	1	LS	XXX	\$ _____
0001AH	Site Security	1	LS	XXX	\$ _____
0001AJ	Roadway Construction Nawa to Lashkar Gah	1	LS	XXX	\$ _____
Total Base		X	XX	XXX	\$ _____
0002	DBA Insurance	1	LS	XXX	\$ _____
TOTAL PROPOSAL:					\$ _____
(total of all above costs)					

PROPOSAL SCHEDULE NOTES

1. Offeror shall submit prices on all items. Scope of work on each items are described in Section 01010. The quantities shown in the bid schedule shall take precedence and be used for developing the proposal.
2. Only one contract for the entire schedule will be awarded under this solicitation. This project will be awarded as a lump sum contract. This Proposal Schedule is an accounting tool for allocating funds to applicable budget.
3. Costs associated with this project shall include design and construction costs, site development, and utility installation.

4. DESIGN COSTS DEFINITION: Design costs shall consist of design analysis, drawings, and specifications for all facilities.

5. COST LIMITATION: The established design cost limitation for all Design Costs, as defined in paragraph 4, shall not exceed 6 percent of the total construction cost.

6. The government has the right to reduce the number of units in a bid item or choose to delete a base bid item entirely if necessary after the proposals are received.

7. PERIOD OF PERFORMANCE AND LIQUIDATED DAMAGES: See Section 00150 for performance schedule and liquidated damages. Period of performance is defined as the number of calendar days from receipt of notice to proceed. Liquidated damages are assessed at the stated rate per day for every day of delay past the period of performance until contract completion.

8. Abbreviations:

LS = Lump Sum

-END OF SECTION-

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Questions and Answers:

1. FACTOR 1 – EXPERIENCE, SUB-SECTION

“The Government will evaluate offeror’s prior experience as a PRIME CONTRACTOR. The offeror shall submit a minimum of two (2), but no more than five (5) ‘Prime Contractor Experience’ forms attached to the end of this section...”

Question 1: Will the Government evaluate experience from an offeror’s sub-contractor if the sub-contractor signs a letter of commitment?

Answer 1: No, we are evaluating the prime contractor’s experience.

2. FACTOR 1 – EXPERIENCE, SUB-SECTION 4.1.2.2

“b) On all of the projects submitted, the Prime Contractor must have self-performed, on site, at least 25% of the direct contract labor, exclusive of other general condition or field overhead personnel, material, equipment, or subcontractors;”

Question 2 : As ECCI pursues the Afghan First policy and subcontracts where it can to Afghan subcontractors, and would look to do on this road project. Can the 25% stipulation be reduced, or can it include other general condition or field overhead personnel, material, equipment, or subcontractors?

Answer 2: We have amended this to 20% of the direct contract labor, exclusive of other general condition or field overhead personnel, material, equipment, or subcontractors. No other changes are made.

3. FACTOR 2 – PERSONNEL, SUB-SECTION 4.1.3.1

“The Offeror must provide documentation identifying each person as a current full-time employee of the Prime Contractor or a Letter of Intent signifying their employment for this project. Documentation of full-time employment can be provided by a current paystub, employee hire form, or a affidavit signed by the Prime Contractor CEO, president, or owner attesting to the key person’s employment status.

Question 3: This requirement is confusing; please clarify if a Letter of Commitment from Subcontractors will suffice.

Answer 3: No, a Letter of Commitment from Subcontractors will not suffice. We are evaluating the prime contractor’s personnel.

Evaluation factor change shown below:

Section 00 01 13

4.1.2.2 EVALUATION CRITERIA

The SSEB will evaluate experience submitted per Section 4.1.1.1. Proposals that do not include substantial evidence that the offeror has experience, qualifications and capability to successfully prosecute the proposed project will be considered to not meet the minimum requirements of this factor, and will be rated 'No-Go'.

In order to receive a "GO" rating for this evaluation factor, the projects submitted must satisfy ALL of the following requirements:

- a) All projects submitted must currently be substantially complete (75% or more) or have been completed within the last 5 years;
- b) On all of the projects submitted, the Prime Contractor must have self-performed, on site, at least ~~25%~~ 20% of the direct contract labor, exclusive of other general condition or field overhead personnel, material, equipment, or subcontractors;
- c) At least one (1) of the projects provided must be valued at \$15,000,000 (USD) or more. If the submitted proposal does not include an awarded project in the amount of **\$15,000,000.00 (USD) or above, as the prime contractor, the Offeror's proposal will be disqualified from further consideration.**;
- d) At least one (1) of the projects provided must be constructed in either Afghanistan or Iraq;
- e) At least one (1) of the projects provided must be a design-build type construction;
- f) At least one (1) of the projects must demonstrate road construction experience.

One project can be used to satisfy multiple features or activities. Each offer is required to submit at least two (2) but not more than five (5) 'Prime Contractor Experience' forms. Regardless of the number of forms submitted (not to exceed 5), the offeror must demonstrate all of the above features/activities (items a through f).

SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

The following have been modified:

952 CLAUSES

DEFENSE BASE ACT INSURANCE RATES – LIMITATION – FIXED-PRICE (OCT 2009)

(a) The U.S. Army Corps of Engineers (USACE) has entered into a contract with **CNA Insurance** to provide all Defense Base Act (DBA) insurance to USACE and JCC-I/A contractors and subcontractors at a contracted fixed rate. The fixed rates for this insurance are as follows:

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

(b) Bidders/Offerors should **compute the total compensation or total payroll**, (salary, plus overseas recruitment incentive and post differential, but *excludes* per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance and other miscellaneous post allowances to include fee or profit) to be paid to employees who will be covered by DBA insurance. Compute the cost of DBA Insurance by utilizing the spaces provided below for the base period and whatever extension there may be thereafter, if applicable.

(1) Compensation of Covered Employees: _____
(Total Payroll Not Total Contract Value) Ex: If total Payroll is \$100,000.00

(2) Applicable DBA Rate: _____
(Use appropriate Rate) Ex: If a Service, the rate is \$4.00/\$100 or 4%

(3) Total DBA Cost: _____
(Amount of DBA Premium) Ex: \$100 K multiplied by 4% is \$4,000.00

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

(d) CNA Insurance is utilizing Rutherford International as their managing Broker. The primary POC is the USACE DBA Program Administrator is Ramoan Jones, (703) 813-6571 ramoan.jones@rutherford.com. The alternate POC is Sara Payne, Senior Vice President, (703) 813-6503 sara.payne@rutherford.com.

(e) Labor Category/Job Classification Definitions:

SERVICE: \$4.00/\$100 “White collar” workers such as IT Consultants, Engineers, Administrative type Office workers and light housekeeping. Security Consultants could be included as long as they are just assessing risk and not providing armed protection.

CONSTRUCTION: \$6.00/\$100 “Blue collar” workers providing Construction services such as Carpentry, Electrical, Plumbing, Concrete, Asphalt, Day Laborers, Operation and Maintenance of Heavy Equipment

SECURITY: \$10.00/\$100 Personal Security Detail (PSD) and Static or Convoy Guarding property of Personnel

AVIATION: \$17.00/\$100 Pilot and Crew of any aircraft excluding ground personnel who provide maintenance or services but stay on the ground

SECTION 00600 - REPRESENTATIONS & CERTIFICATIONS

The following have been deleted:

52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	JUL 2009
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SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

952 CLAUSES

DEFENSE BASE ACT INSURANCE RATES – LIMITATION – FIXED-PRICE (OCT 2009)

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

(b) Bidders/Offerors should **compute the total compensation or total payroll**, (salary, plus overseas recruitment incentive and post differential, but **excludes** per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance and other miscellaneous post allowances to include fee or profit) to be paid to employees who will be covered by DBA insurance. Compute the cost of DBA Insurance by utilizing the spaces provided below for the base period and whatever extension there may be thereafter, if applicable.

- (1) Compensation of Covered Employees: _____
(Total Payroll Not Total Contract Value) Ex: If total Payroll is \$100,000.00
- (2) Applicable DBA Rate: _____
(Use appropriate Rate) Ex: If a Service, the rate is \$4.00/\$100 or 4%
- (3) Total DBA Cost: _____
(Amount of DBA Premium) Ex: \$100 K multiplied by 4% is \$4,000.00

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

(d) CNA Insurance is utilizing Rutherford International as their managing Broker. The primary POC is the USACE DBA Program Administrator is Ramoan Jones, (703) 813-6571 ramoan.jones@rutherford.com. The alternate POC is Sara Payne, Senior Vice President, (703) 813-6503 sara.payne@rutherford.com.

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SERVICE: \$4.00/\$100 “White collar” workers such as IT Consultants, Engineers, Administrative type Office workers and light housekeeping. Security Consultants could be included as long as they are just assessing risk and not providing armed protection.

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SECURITY: \$10.00/\$100 Personal Security Detail (PSD) and Static or Convoy Guarding property of Personnel

AVIATION: \$17.00/\$100 Pilot and Crew of any aircraft excluding ground personnel who provide maintenance or services but stay on the ground

WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) – SERVICES (OCT 2009)

(a) This Special Contract Requirement supplements FAR Clause 52.228-3 Workers' Compensation Insurance (Defense Base Act).

(b) The contractor agrees to 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 Subcontractor's at every tier prior to performance of the contract. The current rate under the USACE and JCC-I/A contract is **\$4.00 per \$100 of compensation for services**.

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

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

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

(f) Claims Reporting - The Contractor shall make timely Defense Base Act insurance claims on behalf of each employee who is injured or killed in the course of their employment under this contract, and shall ensure that similar language is in each Subcontractor's contract. The Contractor's Safety Officer shall, in addition to any other duties required to be performed under the contract, perform the following:

(i) Make timely Defense Base Act insurance claims on behalf of each employee who is injured or killed in the course of their employment under this contract; and

(ii) Make monthly written reports to the Contracting Officer, Administrative Contracting Officer, and the District/Center Safety and Occupational Health Manager, providing the names of each such injured or deceased employee, the circumstances surrounding each injury or death, the dates of each injury or death, the date the insurance claim was made on behalf of each employee, and the current status of each claim.

The District/Center Safety and Occupational Health Manager POC is:

Susan R. Fox email: susan.r.fox@usace.army.mil

(g) Failure to comply and purchase Defense Base Act (DBA) Insurance in accordance with FAR Clauses 52.228-3 Workers' Compensation Insurance (Defense Base Act), from the U.S. Army Corps of Engineers mandatory Insurance Carrier/Broker (CNA Insurance/Rutherford International) for the Prime and all of the Subcontractors at every tier, shall be considered a material breach and could cause your contract to be terminated for default/cause.

(End of Summary of Changes)