

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | PAGE OF PAGES | |
|--|--|----------------------------------|--|---|---|
| 2. AMENDMENT/MODIFICATION NO. 0003 | | 3. EFFECTIVE DATE 18-Sep-2022 | 4. REQUISITION/PURCHASE REQ. NO. | | 5. PROJECT NO.(If applicable) W&I 11-008 |
| 6. ISSUED BY AFGHANISTAN DISTRICT SOUTH (AES) US ARMY CORPS OF ENGINEERS APO AE 09355 | | CODE W5J9LE | 7. ADMINISTERED BY (If other than item 6) | | CODE |
| | | | See Item 6 | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) | | | X | 9A. AMENDMENT OF SOLICITATION NO. W5J9LE-11-R-0083 | |
| | | | X | 9B. DATED (SEE ITEM 11) 18-Aug-2011 | |
| | | | | 10A. MOD. OF CONTRACT/ORDER NO. | |
| | | | | 10B. DATED (SEE ITEM 13) | |
| CODE | | FACILITY CODE | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | |
| <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. | | | | | |
| <p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p> | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. | | | | | |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. | | | | | |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). | | | | | |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: | | | | | |
| D. OTHER (Specify type of modification and authority) | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office. | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) | | | | | |
| 1. Kajaki Irrigation Intake Structure and Piezometer Repairs, Kajaki Dam, Helmand Province, Afghanistan. | | | | | |
| 2. The purpose of this post-amendment is to remove the bonding requirements (both bid guarantee and performance and payment bonds) from this solicitation. A new price proposal schedule is provided. The new closing date is Thursday, 22 September 2011, at 4:30pm local Afghan time. Proposals shall now be submitted electronically via email to mark.t.jones@usace.army.mil. | | | | | |
| 3. POC is Mark Jones at mark.t.jones@usace.army.mil. | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | | |
| | | | TEL: | EMAIL: | |
| 15B. CONTRACTOR/OFFEROR | | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | | 16C. DATE SIGNED |
| _____ (Signature of person authorized to sign) | | | BY _____ (Signature of Contracting Officer) | | 18-Sep-2011 |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00010 - SOLICITATION CONTRACT FORM

The following have been added by full text:

BID SCHEDULE -AMENDMENT 0003

BIDDING SCHEDULE (AMENDMENT 0003)

The Contractor shall provide a price for all items.

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>QTY</u> | <u>UNIT</u> | <u>Unit Price</u> | <u>AMOUNT</u> |
|---|--|------------|-------------|-------------------|---------------|
| 0001 | GENERAL | | | | |
| 0001 | Mobilization & Demobilization | 1 | LS | XXX | \$ _____ |
| 0002 | Irrigation Intake Structure- Design | 1 | LS | XXX | \$ _____ |
| 0003 | Irrigation Intake Structure - Construction | 1 | LS | XXX | \$ _____ |
| 0004 | Instrumentation - Design | 1 | LS | XXX | \$ _____ |
| 0005 | Instrumentation – Installation, Piezometer, Survey, Monuments & Staff Gauges | 1 | LS | XXX | \$ _____ |
| 0006 | Security | 1 | LS | XXX | \$ _____ |
| 0007 | DBA Insurance (CLIN's 0001 – 0006) | 1 | LS | XXX | \$ _____ |
| <p>The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The DBA insurance premium amount varies with payroll and the nature of services and will, therefore, be taken into account during price evaluation of offers. The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice, stamp "paid" and submitted by the offeror after contract award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the contracting officer will adjust this CLIN by contract modification to reflect the actual premium amounts paid.</p> | | | | | |
| | | | | | |
| | TOTAL BASE BID ITEMS: | | | | \$ _____ |
| | | | | | |
| 0008 | OPTIONAL BID ITEM | | | | |
| 0008AA | Inspection of Trash Racks & Guides | 1 | LS | XXX | \$ _____ |
| | | | | | |
| 0008AB | DBA Insurance for SUBCLIN 0008AA | 1 | LS | XXX | \$ _____ |

| | | | | | |
|--|-------------------------------------|---|----|-----|----------|
| <p>The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors, multiplied by the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice submitted by the offeror after contract award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the Contracting Officer will adjust this CLIN by contract modification to reflect actual premium amounts paid.</p> | | | | | |
| | | | | | |
| 0009 | OPTIONAL BID ITEM | | | | |
| 0009AA | Replacement of Trash Racks | 1 | LS | XXX | \$ _____ |
| | | | | | |
| 0009AB | DBA Insurance for SUBCLIN 0009AA | 1 | LS | XXX | \$ _____ |
| <p>The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors, multiplied by the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice submitted by the offeror after contract award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the Contracting Officer will adjust this CLIN by contract modification to reflect actual premium amounts paid.</p> | | | | | |
| | | | | | |
| 0010 | OPTIONAL BID ITEM | | | | |
| 0010AA | Repair of Trash Rack Guides | 1 | LS | XXX | \$ _____ |
| | | | | | |
| 0010AB | DBA Insurance for SUBCLIN 0010AA | 1 | LS | XXX | \$ _____ |
| <p>The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors, multiplied by the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice submitted by the offeror after contract award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the Contracting Officer will adjust this CLIN by contract modification to reflect actual premium amounts paid.</p> | | | | | |
| | | | | | |
| | TOTAL OPTIONAL BID ITEMS | | | | \$ _____ |
| | | | | | |
| | SCHEDULE TOTAL: | | | | \$ _____ |

SCHEDULE NOTES

1. Offeror shall submit prices on all items. Scope of work on each item is described in Section 010140 Summary of Work.
2. Only one contract for the entire schedule will be awarded under this solicitation. This project will be awarded as a single contract.
3. Costs associated with this project shall include design and construction costs, site development, and utility installation.
4. EVALUATION OF OPTIONS: The award will be made to the lowest, responsive and responsible bidder. For pricing purposes the Government will evaluate both the Base Proposals and Option Proposals. The Government is not obligated to exercise the options.
5. EXERCISE OF OPTIONAL BID ITEMS: Optional bid items (if any) may, at the option of the Government, be exercised by the Government at any time within 180 calendar days after receipt of the notice to proceed. The period of performance will not be extended if optional bid items are exercised.
6. Design costs shall consist of design analysis, drawings, and specifications for all facilities where a standard design has not been provided by the Government. The cost of all design shall be paid for under the bid item in which the design work is associated.
7. ORDER of WORK: See Section 00150.
8. PERIOD OF PERFORMANCE AND LIQUIDATED DAMAGES: See Section 00150 for performance schedule. Period of performance is defined as the number of calendar days from receipt of notice to proceed. Liquidated Damages are included in this contract. See FAR Clause 52.211-12.
9. Abbreviations:
 - LM = Linear meters
 - SM = Square meters
 - EA = Each
 - LS = Lump Sum
 - m² = square meters
 - kPa = kilopascals
 - m = meters
 - cm = centimeters
 - l = liters
 - kVA = kilo volt amps

-END OF SECTION

The following have been modified:

SECTION 00113**SECTION 00113****PROCEDURES FOR SUBMITTAL OF OFFERS AND PROPOSAL EVALUATION CRITERIA****1.0 GENERAL****1.1 BASIS AND INTENT**

The intent of this Request for Proposal (SOLICITATION W5J9LE-11-R-0083) is to select one contractor for the design and construction of the intake structure and piezometers at the Kajaki Dam, Helmand Province, Afghanistan.

The basis of award is lowest Price Technically Acceptable (LPTA). This award will be made on the basis of the lowest evaluated price of the proposals meeting or exceeding the acceptability standards for **the 3 non-cost factors (experience, personnel and past performance)**. The Contracting Officer will award a firm fixed price contract to the responsible offeror whom the SSA determines conforms to the Request for Proposals and is technically acceptable, is fair and reasonable, and offers the lowest price to the Government.

2.0 STANDARDS FOR NON-COST FACTORS. SUBMITTALS**2.1 SUBMISSION REQUIREMENTS****2.2 GENERAL**

Offerors submitting proposals for this project should limit submissions to data essential for evaluation of proposals so that a minimum of time and monies will have been expended in preparing information required herein. However, in order to be effectively and equitably evaluated, the proposals must include information sufficiently detailed to clearly describe the offeror's capabilities to successfully complete the project. Proposals should follow in the order of sequence set forth in the SOLICITATION. Information provided out of sequence may not be evaluated and may result in the offeror's disqualification from award. Requirements stated in this SOLICITATION are minimums.

BIDDER INQUIRIES

Electronic (as email) inquiries to this solicitation must be received by this office not later than ten (8) calendar days prior to the due date of proposals. Questions received less than eight days prior to the due date of proposals will not be entertained. Submit bidder inquiries to mark.t.jones@usace.army.mil and tas.contracting@usace.army.mil.

Proposals may be withdrawn by written or electronic (as email) notice at any time before award.

2.3 SUBMISSION ADDRESS

Proposals shall be submitted by email to Mark Jones at mark.t.jones@usace.army.mil

2.4 SUBMITTAL FORMAT

Offerors are required to submit a proposal made up of the following two sections (Volumes): Technical Proposal and a Price Proposal. All proposal materials shall be submitted with a table of contents. The sections should parallel the submission requirements identified in the below paragraphs.

Each page of the Technical Section shall be numbered sequentially.

Each proposal section (Volume) shall not exceed 50 pages using a minimum font size of 11 and a minimum margin size of one half inch on all sides. Format restrictions and page limitations will be strictly adhered to and enforced. Information submitted which exceeds the specified limit will not be evaluated.

2.5 SITE VISIT/PREPROPOSAL EVALUATION PROCESS

There will be no site visit or pre-proposal conference for this project. See site assessment report (Appendix C) for site information.

3.0 PROPOSAL EVALUATION PROCESS

A Source Selection Evaluation Board (SSEB) comprised of representatives of the Corps of Engineers, and other user/client required personnel, will evaluate the proposals. Offerors are advised that the technical evaluation and rating of proposals will be conducted in strict confidence in that technical/quality proposals are reviewed and rated without knowledge of the price offered. The number and identities of offerors are not revealed to anyone who is not involved in the evaluation and award process or to other offerors. Proposals will be evaluated based on the factors described herein, and the basis of award is Lowest Price Technically Acceptable.

3.1 PROPOSAL COMPLIANCE REVIEW

This is an initial review to ensure that all required forms and certifications are complete and that both a technical and price proposal were received that address all requirements of the solicitation. Separate from this review, the Government will conduct a responsibility determination for the successful offeror prior to any award.

3.2 TECHNICAL/QUALITY EVALUATION

The SSEB will evaluate each responsive proposal. Proposals will be evaluation against the SOLICITATION requirements. Factors will be rated either 'Acceptable' or 'Unacceptable'. If a proposal is determined "Unacceptable," further evaluation by the SSEB is not warranted.

3.3 PRICE EVALUATION

The assigned Contract Specialist will evaluate the price proposals independent of the technical evaluation. The SSEB will not have access to price information until completion of the technical/quality evaluation.

4.0 PROPOSAL INFORMATION AND RELATED EVALUATION FACTORS

Proposals will be evaluated (in English) in accordance with the evaluation factors. Offerors are reminded to include their best technical and price terms in their initial offer and not to automatically assume that they will have an opportunity to participate in discussions or be asked to submit a revised offer. The Government intends on making award without discussions. The Government reserves the right to conduct discussions as determined necessary by the Contracting Officer.

Volume I - Technical:

- Factor 1 Experience
- Factor 2 Personnel
- Factor 3 Past Performance

Volume II - Price:

- Tab A Standard Form 1442
- Tab B Section 00010, Proposal Bid Schedule
- Tab C Joint Venture Agreement (if applicable)

Tab D Reqs & Certs (Section 00600)

4.1 VOLUME 1 - TECHNICAL AND PERFORMANCE CAPABILITY**4.1.1 FACTOR 1-EXPERIENCE****4.1.1.1 SUBMISSION REQUIREMENTS**

The Government will evaluate the 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. The forms shall be used to provide descriptions of projects which show PRIME CONTRACTOR experience. **Experience as a Sub-Contractor or of a Sub-Contractor will be considered as meeting the above requirement for Experience for subfactor "e" in the list below.** The Contractor is not constrained to only using the "Prime Contractor Experience" forms. Additional information can be provided with the "Prime Contractor Experience" form to ensure that all evaluation criteria are specifically and adequately addressed for FACTOR 1.

- a. All projects submitted must currently be substantially complete (75% or more) or have been completed within the last five years;
- 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.
- c. At least one (1) of the projects provided must be for the U.S. Government or NATO, with work located in Afghanistan or Iraq.
- d. At least one (1) of the projects provided must have an Award Value of greater than \$5,000,000.00. Contractors cannot combine separate contracts or task orders to meet the \$5,000,000.00 requirement;
- e. At least one (1) of the projects provided must be a design/build related to hydraulic intake structures with gantry cranes, piezometers and other dam safety instrumentations. It is acceptable for the Prime Contractor to use a project performed as a subcontractor or by a subcontractor to demonstrate experience for this subfactor.

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 e).

Failure to show evidence with ALL the above experience/activities will render the proposal technically unacceptable under this factor.

An IDIQ contract may be submitted only if a single task order could be considered similar to this project. Task orders may not be combined in order to satisfy the features/activities delineated above.

4.1.1.2 EVALUATION CRITERIA**"Acceptable" Rating:**

The SSEB will evaluate experience submitted per Section 4.1.1.1. The proposal must clearly meet the minimum requirements identified in Section 4.1.1.1 to receive an "Acceptable" rating.

"Unacceptable" Rating

Proposals that do not clearly meet the minimum acceptable requirements identified in Section 4.1.1.1 will receive an "Unacceptable" rating.

4.1.2 FACTOR 2-PERSONNEL

4.1.2.1 SUBMISSION REQUIREMENTS

Provide resumes for the following key personnel:

- a. Project Manager (Overall Manager of the Project)
- b. Construction Superintendent
- c. Quality Control Manager
- d. Senior Mechanical Engineer
- e. Senior Civil/Geotechnical Engineer

Project Manager, Construction Superintendent and Quality Control Manager shall have:

- a. Minimum of 5 years of relevant experience in their assigned job position;
- b. Provide documentation identifying each person is a current full-time employee of the Prime Contractor or a letter of intent signifying their employment for this project, and
- c. 4-year college degree from an accredited university;
- d. The Project Manager shall have an Construction Management or Engineering Degree.

The Senior Mechanical and Civil/Geotechnical Engineer shall have:

- a. Minimum 10 years experience;
- b. Licensed or accredited professional engineer with an active professional registration in their home of record (HOR); if the HOR country does not possess a professional registration practice, than 15 years of experience is the minimum.
- c. Provide documentation identifying each person is a current full-time employee of either the Prime Contractor or sub-contractor or a letter of intent signifying their employment for this project, and;
- d. 4-year College graduate with Bachelor of Science or Engineering Degree in their field of study from an accredited university.

Resumes must include the information on "Personnel Resume/Experience" form attached at the end of this section. The Contractor may submit its own self generated resume providing it adequately addresses all the required information contained on the "Personnel Resume/Experience" form. All information must be filled in and all data should be accurate, current, and complete.

Failure to satisfy items a through e above will render the proposal technically unacceptable under this factor.

Failure to provide current, accurate, and verifiable data will render the resume as unacceptable.

The identified personnel must be used on the project. Any substitution of these persons will not be permitted without prior approval of the Contracting Officer. Identification of two individuals proposed for a single position will result in the evaluation of the least-qualified person.

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 an affidavit signed by the Prime Contractor CEO, president, or owner attesting to the key person's employment status.

4.1.2.2 EVALUATION CRITERIA

“Acceptable” Rating:

The SSEB will evaluate experience submitted per Section 4.1.1.1. The proposal must clearly meet the minimum requirements identified in Section 4.1.1.1 to receive an “Acceptable” rating.

“Unacceptable” Rating

Proposals that do not clearly meet the minimum acceptable requirements identified in Section 4.1.1.1 will receive an “Unacceptable” rating. ■

4.1.3 FACTOR 3- PAST PERFORMANCE

4.1.3.1 SUBMISSION REQUIREMENTS

The offeror shall provide past performance information in one of two formats for each project provided under 4.1.1 Factor 1 - Experience.

(1) Copies of Contractor Performance Assessment Reports (CPARs – also commonly referred to as CCASS reports) for projects performed for the U.S. Government. If the project provided has a CPAR, it must be used by the offeror to demonstrate past performance. If CPAR submission is used to validate past performance, it will be the most recent evaluation in the system (i.e. for projects submitted as completed, the final 100% completed CPAR will be provided). If the offeror submits a CPAR, they are not required to submit a separate Past Performance Questionnaire for the specific project.

(2) If CPAR information is not available for a project provided for experience, a completed Past Performance Questionnaire (PPQ), attached at the end of this section (Form A-3) must be provided per the following guidance.

- a. The respondent must be familiar with the project, but not affiliated with the offeror.
- b. The respondent must be able to provide an independent evaluation of the offeror's performance on the referenced project.
- c. The completed PPQ must be returned to the Government directly by the respondent to the email address identified in the Due Date & POC block of the PPQ. Completed PPQs submitted directly by the offeror or included in the offeror's proposal will not be evaluated.

It is the offeror's responsibility to ensure the Government will be able to contact the POCs using the contact information provided. Offerors are encouraged to send their request to the POC as soon as possible once a project is identified for experience under Factor 1.

4.1.3.2 EVALUATION CRITERIA

“Acceptable” Rating

- a. Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. (See note below.)

"Unacceptable" Rating

- a. Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

If the CPAR is used, the Government reserves the right to check the Past Performance Information Retrieval System (PPIRS) to verify the accuracy of the CPAR submitted. CPARs submitted by the offeror which do not match those in the system, or for which there is a more current CPAR available, may cause the offeror to receive a "NO-GO" for this factor.

The Government reserves the right to use past performance information obtained from sources other than those identified by the offeror.

The Government may not obtain information from any or all of the listed contract references and/or may not contact all of the identified POCs

4.2 OVERALL TECHNICAL ACCEPTABILITY

If a proposal is found to be technically unacceptable in any one of the three evaluated areas (experience, personnel, past performance), this will render the proposal as technically unacceptable overall, and the offer will be removed from further consideration for award.

4.3 VOLUME II PRICE

4.3.1 Tab A, Standard form 1442

4.3.1.1 SUBMISSION REQUIREMENTS

Submit original via email or in a separate sealed envelope if hand-carried. The offeror shall submit Standard Form 1442. This form is included in Section 00010 of this SOLICITATION.

4.3.1.2 EVALUATION CRITERIA

Standard form 1442 is to be completed and duly executed with an original signature by an official authorized to bind the company in accordance with FAR 4.102.

4.3.2 Tab B: PROPOSAL BID SCHEDULE

4.3.2.1 SUBMISSION REQUIREMENTS

The Offeror shall complete and submit in its entirety the Proposal Bid Schedule. This form is included in Section 00010 of the SOLICITATION. The offeror shall propose prices for each of the proposal bid schedule elements resulting in a cumulative lump-sum price for the project.

4.3.2.2 EVALUATION CRITERIA

The price will be evaluated for reasonableness, fairness, and completeness and may undergo a price analysis. The price may also be evaluated to determine if it is properly balanced.

4.3.3 TAB C: JOINT VENTURE AGREEMENT (IF APPLICABLE)

4.3.3.1 SUBMISSION REQUIREMENTS

If the offeror is a Joint Venture (JV), include a copy of the JV Agreement. If a JV Agreement has not yet been finalized/approved, indicate its status. JV Agreement shall clearly indicate the percentages of the JV participants, in particular the percent of the controlling party, a clear delineation of responsibilities and authorities between the JV parties, and provide that each party is jointly and severally liable for the performance of all contract requirements.

The Government will not evaluate the capability of any Offerors that are not included in the Joint Venture Agreement. The Joint Venture must be translated into English, if the original agreement is in a language other than English.

Joint ventures shall submit the following additional documentation regarding their business entities:

a. A copy of their Joint Venture Agreement translated into English, if the original agreement is in a language other than English.

b. A Detailed statement outlining the following, in terms of percentages, where appropriate.

(1) The relationship of the Joint Venture parties, in terms of business ownership, capital contribution, and profit distribution or loss sharing.

(2) The management approach of the Joint Venture in terms of who will conduct, direct, supervise and control the project and have custody and control of the assets of the Joint Venture and perform the duties necessary to complete the work.

(3) The structure of the Joint Venture and decision-ranking responsibilities of the Joint Venture parties, in terms of who will control the manner and method of performance of the work.

(4) The bonding responsibilities of the Joint Venture parties.

(5) Identification of the key personnel having authority to legally bind the Joint Venture to subcontractors and state who will provide or contract for the labor and materials for the Joint Venture.

(6) Identification of party maintaining the Joint Venture bank accounts for payment of all expenses, deposits of all receipts, keeping the books and records, and payment for applicable taxes for the Joint Venture.

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

(8) Identification of the party having overall control of the Joint Venture.

Other sections of the proposal shall identify, where appropriate, whether key personnel are employees of the individual Joint Venture parties, identifying the party, or as hired employees of the Joint Venture.

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

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

4.4 SOURCE SELECTION DECISION

The Source Selection Authority (SSA) will make a final and independent source selection decision using the findings presented by the SSEB. The SSA is not necessarily bound by the evaluation findings of the SSEB and reserves the right to review other resources such as CPARS, CCASS, ACASS, PPIRS, Dun & Bradstreet, etc. to establish the overall acceptability of an offer using price and non-price factors prior to making award.

A1 CONTRACTOR EXPERIENCE FORM

| | |
|--|---|
| 1. Project name and location (City, State, Country) | |
| 2. Project owners name (Government Agency, commercial firm or other organization) | |
| 3. Project owners complete address | |
| 4. Were you the Prime Contractor? YES NO Percentage of work that was self-performed? _____% | |
| 5. Contract number of project | 6. Date of contract |
| 7. Date work began | 8. Completion Dates: Initial: _____ Actual: _____ |
| 9. Project Completion Percentage (%) | |
| 8. Contract Value at Time of Award | 9. Final invoiced amount (or amount invoiced to date) |
| 10a. English speaking Technical point of contact for the Project Owner (name, title, e-mail address, phone number) | 10b. English speaking Contracting point of contact of the Project Owner (name, title, e-mail, phone number) |
| 11. Description of Construction contract work -describe DETAILED nature and scope of work. Detail how project demonstrates experience requirements in Section 00113, Paragraph 4.1.1.1. Also include explanation of any performance problems or other conflicts with the customer. (Offerors will be evaluated for the ability to provide timely, complete work; be certain to explain any differences between the initial and actual completion dates in block 8.) Use continuation sheet for additional information, if necessary. | |

12. Current status of the project (check one)

- Work continuing, on schedule
- Work continuing, behind schedule
- Work completed, no further action pending
- Work completed, routine administrative action pending
- Work completed, claims negotiation pending/underway
- Work completed, litigation pending/underway
- Terminated for convenience
- Terminated for default
- Other (Explain, use additional sheets as necessary)

PERSONNEL RESUME/EXPERIENCE FORM

Name and Title _____

Name of your firm _____

No. of years: Presently with this firm _____ With other firms _____

No. of years in field of work: _____

Education (School/Degree(s)/Year/Specialization):

Registration/Accreditation: _____ YES _____ NO*

License No. _____ Country/State _____ Year _____

*Note: If the HOR country does not possess a professional registration practice, the key personnel resume must demonstrate a minimum of 15 years of relevant experience in their assigned job position.

Your Assignment on this project

Your specific experience and qualifications relevant to this project. Include a POC with phone number for the two most recent projects described:

Project Name and Location: _____

General Scope of Project:

Your Role in the Project and a Description of the Duties You Performed:

Owner's POC for reference (name and phone number):

FORM A-3

Past Performance Questionnaire

| | |
|---|---|
| Contractor Name: | |
| Project Title: | |
| Contract Number and Location: | |
| Period of Performance: | |
| Approximate Dollar Value: | |
| Name, Title, Email Address Of Person Completing This Evaluation | |
| Brief Description of Project | |
| Due Date & POC | Past Performance Questionnaire due NLT 22 SEP 2011 at 1630 (4:30pm)Local (Kandahar) time. Email: mark.t.jones@usace.army.mil & Tas.contracting@usace.army.mil |

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

- Outstanding Marginal
 Good Unacceptable
 Satisfactory

2. Overall, how would you rate the timeliness of the work performed?

- Outstanding Marginal
 Good Unacceptable
 Satisfactory

3. How would you rate the cost effectiveness of work performed?

- Outstanding Marginal
 Good Unacceptable
 Satisfactory

4. How would you rate performance providing a safe working environment?

- Outstanding Marginal
 Good Unacceptable
 Satisfactory

5. How would you rate overall cooperation of the contractor?

- Outstanding Marginal

- Good Unacceptable
 Satisfactory

6. How would you rate overall commitment to customer satisfaction?

- Outstanding Marginal
 Good Unacceptable
 Satisfactory

7. If you had the opportunity would you hire or work with this contractor again?

- Yes No

8. Additional Comments (Please continue on a separate page if necessary):

The following have been deleted:

BONDING REQUIREMENTS
PROPOSAL SCHEDULE 1

SECTION 00700 - CONTRACT CLAUSES

The following have been deleted:

52.228-15 FULL TEXT

| | | |
|-----------|--|----------|
| 52.228-1 | Bid Guarantee | SEP 1996 |
| 52.228-2 | Additional Bond Security | OCT 1997 |
| 52.228-11 | Pledges Of Assets | SEP 2009 |
| 52.228-12 | Prospective Subcontractor Requests for Bonds | OCT 1995 |
| 52.228-14 | Irrevocable Letter of Credit | DEC 1999 |

(End of Summary of Changes)

KAJAKI IRRIGATION INTAKE STRUCTURE AND PIEZOMETERS REPAIRS

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DIVISION I – GENERAL REQUIREMENTS

SECTION 01 22 00

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SECTION 01 22 00 MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1. GENERAL INFORMATION

The price and payment shall constitute full compensation for all work relating to each contract line item number (CLIN) as herein specified, as shown, or as otherwise approved. The contract price and payment will also constitute completion of the item, unless such work is otherwise specifically mentioned for separate payment under another item. In the event any work is required by the specification sections or by the drawings and not specifically mentioned in the measurement and payment paragraphs, separate or direct payment shall not be made, and all costs thereof are incidental to, and included in, the prices and payment for all items listed in the Bid Schedule.

1.2. MEASUREMENT

1.2.1. Lump Sum Price Payment Items

Payment items for the work of this contract for which contract payments shall be made lump sum are listed in the BID SCHEDULE and described below. The lump sum price and payment made for each item listed shall constitute full compensation for the specific details that are stated in each item to include furnishing all plant, labor, materials, and equipment, and performing any associated or incidental Contractor quality control, environmental protection, meeting safety requirements, tests, analyses, computer files and reports, submittals and for performing all work required for which separate payment is not otherwise provided.

1.2.2. Optional Items

The Government may require the delivery of the line item(s) identified in the Price Schedule as an "(OPTIONAL)" item. The quantities for these items may be increased or decreased or the item(s) may not be used at all, at the discretion of the Government. The unit price or amount of optional items will remain unchanged whether the quantities are increased or decreased. The Government may use optional items by written notice to the Contractor commencing from the date of contract award through the date the contract is closed, unless otherwise specified herein.

KAJAKI IRRIGATION INTAKE STRUCTURE AND PIEZOMETERS REPAIRS

1.3. PAYMENT

Payment for all work specified, shown or incidental to complete the work will be made as follows:

1.3.1. SCHEDULE OF CLNS

A schedule of individual CLIN #s is provided below.

| CLINS | Description | Quantity | Unit | Unit Price | Total |
|--------------|---|-----------------|-------------|-------------------|--------------|
| 0001 | GENERAL | | | | |
| 0001 | Mobilization & Demobilization | 1 | LS | | |
| 0002 | Irrigation Intake Structure Design | 1 | LS | | |
| 0003 | Irrigation Intake Structure Construction | 1 | LS | | |
| 0004 | Instrumentation Design | 1 | LS | | |
| 0005 | Instrumentation Installation | 1 | LS | | |
| 0006 | Security | 1 | LS | | |
| 0007 | DBA Insurance | 1 | LS | | |
| | TOTAL BASE BID ITEMS: | | | | |
| 0008 | OPTION BID ITEM | 1 | LS | | |
| 0008AA | Inspection of Trash Racks and Guides | 1 | LS | | |
| 0008AB | DBA Insurance | | | | |
| 0009 | OPTION BID ITEM | | | | |
| 0009AA | Replacement of Trash Racks | 1 | LS | | |
| 0009AB | DBA Insurance | 1 | LS | | |
| 00010 | OPTION BID ITEM | | | | |
| 00010AA | Repair of Trash Rack Guides | 1 | LS | | |
| 00010AB | DBA Insurance | 1 | LS | | |
| | TOTAL OPTION BID ITEMS: | | | | |
| | TOTAL BASE BID AND OPTION BID ITEMS: | | | | |

1.3.2. MOBILIZATION AND DEMOBILIZATION

Moving of all equipment and final demobilization will be measured for payment as a lump sum pay item (LS). Payment will be made at the lump sum price for Item No. 0001, "Mobilization and Demobilization." Price and payment for Item No. 0001 shall be full compensation for all work required to transport all necessary plant, equipment, instrumentation, supplies, and personnel materials to and from the project as specified. This bid item also contains all costs associated with a documented comprehensive quality control plan.

1.3.3. IRRIGATION INTAKE STRUCTURE

1.3.3.1. Irrigation Intake Structure – Design

All Contractor activities required to design Irrigation Intake Structure improvements, including a detailed site inspection, design report, and completed plans and specifications, will be measured for payment as a lump sum pay item (LS). Payment will be made at the lump sum price for Item No. 0002, "Irrigation Intake Structure – Design". Price and payment for Item No. 0002 shall be full compensation for the site investigation, planning, and design for the rehabilitation (or replacement if necessary) of: bridge crane hoist; jib crane; concrete bulkhead gate seals and incidentals; steel wheeled bulkhead gate seals and incidentals; trash rack guides; and all electrical design required to make equipment fully functional. Additional detailed requirements are specified in SECTION 01 01 50.00 00 TECHNICAL REQUIREMENTS.

1.3.3.2. Irrigation Intake Structure – Construction

All contractor activities required for the fabrication; installation; testing and commissioning; training; and other site work associated with executing improvements to the Irrigation Intake Structure, will be measured for payment as a lump sum pay item (LS). Payment will be made at the lump sum price for Item No. 0003, "Irrigation Intake Structure – Construction". Price and payment for Item No. 0003 shall be full compensation for the rehabilitation (or replacement if necessary) of: bridge crane; jib crane; lifting beam or beams; concrete bulkhead gate seals and incidentals; steel wheeled bulkhead gate seals and incidentals; bulkhead dogs; electrical components; and all equipment and services required to make equipment fully functional. Additional detailed requirements are specified in SECTION 01 01 50.00 00 TECHNICAL REQUIREMENTS.

1.3.4. INSTRUMENTATION

1.3.4.1. Instrumentation – Design

Instrumentation design and planning will be measured for payment as a lump sum pay item (LS). Payment will be made at the lump sum price for Item No. 0004, "Instrumentation – Design". Price and payment for Item No. 0004 shall be full compensation for all work required for the site investigation, planning, and design of: piezometers; survey monuments and locking covers; survey pillars; staff gage boards for pool and tailrace; and preparation of Site Inspection Report. Additional detailed requirements are specified in SECTION 01 01 50.00 00 TECHNICAL REQUIREMENTS.

KAJAKI IRRIGATION INTAKE STRUCTURE AND PIEZOMETERS REPAIRS

1.3.4.2. Instrumentation – Installation (Mandatory)

Piezometer installations in the left abutment and water level meters; low tech survey system, along with all survey monuments and pillars and associated equipment; pool and tailrace staff gages installed; will be measured for payment as a lump sum pay item (LS). Payment will be made at the lump sum price for Item No. 0005, "Instrumentation – Installation". Price and payment for Item No. 0005 shall be full compensation for all work required for installing piezometers, survey monument and pillars, staff gages, providing working water level meters, the complete surveying instrumentation, optical equipment for staff gage readings, and all labor, material, equipment, and transportation required. Additionally included are drill logs from each piezometer location, complete as-built information for each piezometer. All piezometers, survey monuments, survey pillars shall have complete survey location and elevation information for each. Additional detailed requirements are specified in SECTION 01 01 50.00 00 TECHNICAL REQUIREMENTS.

1.3.4.3. Inspection of Trash Racks and Guides (Optional)

All Contractor activities required for the inspection of trash racks and guides including subsurface video will be measured as a lump sum pay item (LS). Payment will be made at the lump sum price for Item No. 0008AA "Inspection of Trash Racks and Guides".

1.3.4.4. Replacement of Trash Racks (Optional)

All Contractor activities required for fabrication and installation, and other site work associated with replacing the irrigation intake structure trash racks will be measured as a lump sum pay item (LS). Payment will be made at the lump sum price for Item No. 0009AA "Replacement of Trash Racks".

1.3.4.5. Repair of Trash Rack Guides (Optional)

All Contractor activities required for repair of the trash rack guides according to original design, and other subsurface work associated with repair will be measured as a lump sum pay item (LS). Payment will be made at the lump sum price for Item No. 00010AA, "Repair of Trash Rack Guides".

Additional detailed requirements are specified in SECTION 01 01 50.00 00 TECHNICAL REQUIREMENTS.

1.3.5. SECURITY

KAJAKI IRRIGATION INTAKE STRUCTURE AND PIEZOMETERS REPAIRS

Security will be measured for payment as a lump sum pay item (LS). Payment will be made at the lump sum price for Item No. 0006, "Security." Price and payment for Item No. 0006 shall be full compensation for physical security of all materials, supplies, and equipment of every description, including property which may be Government-furnished or owned, for all areas occupied jointly by the Contractor and the Government, as well as for all work performed. Price and payment also includes preparation of a detailed security plan.

PART 2 PRODUCTS (Not used)

PART 3 EXECUTION (Not used)

- END OF SECTION -