REQUEST FOR QUOTATIONS *(THIS IS NOT AN ORDER)*	THIS RFQ [ ] IS [X] IS NOT A SMALL BUSINESS SET-ASIDE	PAGE 1 OF PAGES 54

1. REQUEST NO.	2. DATE	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. UNDER BDSA REG. AND/OR DMS REG.	RATIN
W917PM-07-T-0033	05-Jun-2007			

5a. ISSUED BY
AFGHANISTAN ENGINEER DISTRICT
US ARMY CORPS OF ENGINEERS
KABU
APO AE

6. DELIVER BY *(Date)*
SEE SCHEDULE

7. DELIVERY
[X] FOB DESTINATIO
[ ] OTHER *(See Schedule)*

5b. FOR INFORMATION *(Name and Telephone no.) (No collect calls)*
DEBORA D SCOTT

8. TO: NAME AND ADDRESS, INCLUDING ZIP

9. *(Consignee and address, including ZIP Code)*
SEE SCHEDULE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF *(Date)* 5:00PM 12-Jun-2007

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

11. SCHEDULE *(Include applicable Federal, State, and local taxes)*

ITEM (a	SUPPLIES/ SERVICES (b)	QUANTIT (c	UNI (d)	UNIT PRICE (e	AMOUN (f
	SEE SCHEDULE				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR %	b. 20 CALENDAR %	c. 30 CALENDAR %	d. CALENDAR *No.* %

NOTE: Additional provisions and representations [ ] are [ ] are not attached.

13. NAME AND ADDRESS OF *(Street, City, County, State, and ZIP Code)*	14. SIGNATURE OF PERSON AUTHORIZED SIGN QUOTATION	15. DATE QUOTATION
	16. NAME AND TITLE OF SIGNER *(Type or print)*	TELEPHONE NO. *(Include area code)*

AUTHORIZED FOR LOCAL
PREVIOUS EDITION NOT USABLE

STANDARD FORM 18 (REV. 6-95)
Prescribed by GSA
FAR (48 CFR) 53.215-1(a)

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Amrey to Kandagal A Comprehensive Site Surveying & Assessment Plan for the Kunar Province of Afghanistan.	1	Lump Sum	$_____	$_____

****DBA SUPPLEMENTAL INSURANCE****

DO NOT add a separate line item for the DBA Supplemental Insurance. DBA Supplemental Insurance **Must** be allocated based on the **Labor Cost** for each line item. Your Proposal may be considered **Non-Responsive** if you fail to comply with the directions above.

PROPOSAL SCHEDULE NOTES

1. Offeror shall submit prices on all items.

2. Only one contract for the entire schedule will be awarded under this solicitation. This project will be awarded as a firm fixed price contract. This project will be awarded as a lump sum contract. This Proposal Schedule is an accounting tool for allocating funds to applicable budget.

3. All costs associated with this project i.e., security, insurance etc.) shall be included in the line items in the bidding schedule.

- END OF SECTION –

Section C - Descriptions and Specifications

SECTION 01010

SCOPE OF WORK

1 GENERAL

BASE PROPOSAL

1.1 Topographic Survey and Road Plan

The scope of this project includes a comprehensive site survey assessment report and plans for 29km of road from Amrey (70.8608 E, 34.7542 N) to Kandagal (70.9592 E, 34.9497 N) in the Kunar Province of Afghanistan.

The state of the current road is an unpaved roadway surface in very poor to fair condition. The final improved state for the road shall consist of a 7m wide, 100mm thick asphalt pavement surface with 1.5m gravel shoulders. Drainage structures, such as swales, catchments, culverts and bridges shall be shown in their correct locations, no design work is required of the structures or drainage system. Their locations shall be in correct locations to collect storm water, but shall not block vehicle access to village buildings. The new road shall include widening existing roadbed, reshaping the sub-grade, place clean, well-graded sub-base and asphalt cement pavement.

New road assessment shall consider realignment as necessary and shall include good drainage and erosion protection. **Contractor shall straighten road alignment as much as possible**. High erosion areas, such as shallow drainage crossings and wadis, shall be planned with a hard surfaced crossing, such as an at-grade concrete crossing structure. Erosion structures shall be planned for at risk areas to prevent road blockage and wash-out. Rock walls shall be called out at road edges with steep drop-offs and sharp curves for added safety.

Portions of the road that follow a river bed or wadi shall be re-aligned out of the river bed or wadi at an elevation greater than the anticipated water level. Bridges, culverts, gabion crossings, concrete wadi crossings or other related structures shall be planned as required over rivers and wadis that contain water and deep drainages that fill with water during storm events. Mountainous sections of road have steeper and longer grades and may require larger drainage structures and more slope protection. Some areas may require blasting activities to ensure good design alignment and profile.

Drainage ditching is required on both sides of the road and shall terminate in areas where water can drain away from road structure. All intersecting roads, paths and driveways require a culvert crossing and smooth transition to the newly constructed road.

The work within this contract shall be in accordance with the latest Ministry of Public Works “Interim Road and Highway Standard” and other references as stated in Section 01015 “Technical Requirement”.

A map of the road is shown in Appendix A. **Contractor is responsible for a full topographic survey of the road and surrounding areas. Contractor shall verify information and quantities and shall provide all requirements for the new road as specified in this RFP.**

1.2 Road Reconnaissance

Contractor shall perform an initial road reconnaissance to collect route information, verify route and collect information regarding the existing alignment and condition of the road. Information collected shall include, but is not limited to, starting and stopping coordinates of the alignment, tracking coordinates of the alignment, photographs, identified bodies of water, water crossings, potential culvert and structure locations, road intersections, locations and names of villages, traffic counts, and any special features of the road and surrounding area.

Contractor shall provide a map of the existing alignment obtained by reconnaissance data. The road reconnaissance information shall be collected in a report and submitted to the Contracting Officer for review and verification before any additional survey or design commences.

2. LOCATION

The road project is located in the Kunar Province of Afghanistan, as shown on attached map. A paper copy of the map may be obtained from AED.

3. SUMMARY OF WORK

3.1 Contractor Requirements

The contractor shall accomplish required work in this contract in accordance with the requirements stated in Section 01015: TECHNICAL REQUIREMENTS and others sections herein. Refer to Section 01015 for further direction.

Contractor shall report to the Contracting Officer updated progress of the project in weekly progress reports that include, but are not limited to, work being performed, current status of design, photographs, safety issues, security issues, number of workers and type of work being performed. Within three calendar days of award the contractor should submit a schedule of all work activities that will be updated monthly.

3.1.1 Deliverables

Contractor shall provide one comprehensive reconnaissance report, one conceptual recommended plan and one final recommended plan in accordance with Section 01335.

3.1.2 Roads and Pavements

All work within this contract shall be in accordance with the Ministry of Rural Rehabilitation and Development and Ministry of Public Works Standards, latest edition, and based upon criteria included in Section 01015. Contractor is responsible for all surveying work within this contract. This contract requires a comprehensive topographic survey.

3.1.3 Grading Plan

Grading plan for the site is required and shall conform to requirements within references herein. The cross sections shall be spaced 50m.

3.1.4 Security

Contractor is responsible to provide security protection during site survey to safeguard his employees and equipment.

4. COMPLETION OF WORK – NO LD's REQUIRED

5. PERFORMANCE PERIOD

Performance period for this contract is **Fifty Five (55) calendar days** from receipt of Notice to Proceed.

6. REFERENCES

Refer to Section 01015 for required references.

-- End of Section --

SECTION 01015

TECHNICAL REQUIREMENTS

1 GENERAL

1.1 CONTRACTOR'S OBLIGATION

The Contractor's work must comply with technical requirements contained herein. The Contractor shall provide a layout and plan considering the best blend of cost, construction efficiency, system durability, ease of maintenance and environmental compatibility.

1.2 CONTRACT REQUIREMENTS

These requirements are minimum requirements. The Contractor is encouraged to propose alternate plan or products (equipment and material) that are more commonly used in the region; will be equally or more cost effective or allow for more timely completion, but furnish the same system durability, ease of maintenance and environmental compatibility. The Contractor will be required to submit information as requested by the Contracting Officer to make a comparison of the proposed alternate. All variations must be approved by the Contracting Officer.

1.3 NOT REQUIRED

1.4 SAFETY

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.

1.5 SUBCONTRACTORS

Compliance with the provisions of this section by subcontractors will be the responsibility of the contractor.

1.6 LIST OF CODE AND TECHNICAL CRITERIA:

The following codes and technical criteria and those referenced therein shall be required for this project. ***References within each reference below shall be required and adhered to.*** This list is not exhaustive and is not necessarily complete.

Ministry of Rural Rehabilitation and Development and Ministry of Public Works Standards, latest edition

- AASHTO – American Association of State Highway and Transportation Officials
- AASHTO – A Policy on Geometric Design of Highways and Streets, latest edition.
- AASHTO – Manual on Uniform Traffic Control Devices, latest edition.
- AASHTO – Model Drainage Manual
- ASTM - American Society for Testing and Materials

United Facilities Criteria:

- UFC 3-230-17FA Design: Drainage for Areas Other than Airfields
- UFC 3-230-18FA Design: General Provisions and Geometric Design for Roads, Streets, Walks, and Open Storage Areas

- UFC 3-250-01FA Design: Pavement Design for Roads, Streets, Walks and Open Storage Areas
- UFC 3-250-03 Design: Standard Practice Manual for Flexible Pavements
- UFC 3-250-04FA Design: Standard Practice for Concrete Pavements
- UFC 3-250-09FA Design: Aggregate Surfaced Roads and Airfields Areas
- UFC 3-320-05FA Design: Structural Design Criteria for Structures Other than Buildings
- EM 1110-3-136 Drainage and Erosion Control - Mobilization Construction

The publications to be taken into consideration shall be those of the most recent editions. Standards other than those mentioned above may be accepted if the standards chosen are internationally recognized and meet the minimum requirements of the specified standards. The Contractor shall be prepared to submit proof of this if requested by the Contracting Officer.

2. ROAD PLAN DEVELOPMENT

2.1 GENERAL

The project includes furnishing all materials, equipment and labor to complete a comprehensive site surveying assessment and layout of new alignment of the road. Traffic control is required to safely navigate traffic around the survey working crew and shall be the responsibility of the Contractor.

2.2 ENVIRONMENTAL PROTECTION

2.2.1 Applicable Regulations

The Contractor's plan shall comply with all Host Nation and local municipality laws, rules, regulations or standards concerning environmental pollution control and abatement with regard to discharge of liquid waste into natural streams or manmade channels. The contractor shall review host nation and U.S. Government environmental regulations with the contracting officer prior to design and discharge of any liquid wastes into natural streams or manmade channels.

2.3 PLAN AND LAYOUT DEVELOPMENT

The plan shall show road alignment, road profile, including applicable dimensions, materials to be used for all pavements, utilities, retaining structures, erosion control structures, drainage, culverts, bridges, etc. Required facilities are described in the following sections of this specification.

2.3.1 Roads

Contractor shall provide a road layout plan necessary to construct 29km of road from Amrey (70.8608 E, 34.7542 N) to Kandagal (70.9592 E, 34.9497 N) in the Kunar Province of Afghanistan.

Road shall be built up above existing grade for storm water protection. Portions of the road that follow a river bed or wadi shall be re-aligned, built up out of the river or wadi at an elevation greater than the anticipated water level.

The maximum road grade shall be 12%. The 12% grade may be sustained for a maximum distance of 100m. Contractor shall plan the layout of the road at an 8% grade or less as much as possible. Contractor shall straighten road alignment as much as possible by eliminating curves or widen curves to meet road standards. Switchback curves shall be reduced as much as possible and shall have wider road sections to allow vehicles to maneuver easily around the turns. Mountainous sections of road have steeper and longer grades and may require significant drainage, blasting and slope protection. The road plan shall indicate location and approximate distance where blasting is required.

2.3.2 Bridges, Drainage, Slope Protection and Site Grading Plan

Drainage of the area should be compatible with the existing terrain. A grading plan shall be included that provides

positive drainage and minimizes the requirement for major structures in a cost effective manner.

Roads shall be planned with a cross-slope or crown with drainage ditches along the edges to allow good drainage, surface protection and exiting and shall terminate in areas where water can drain away from road structure. Bridges, culverts, gabion crossings, at-grade concrete wadi crossings or other related structures shall be planned as required over rivers and dry wadis that contain water or fill with water during the rainy season. Road sections that cross wide drainages, flood areas or wadis shall be planned with additional structures and erosion control measures to allow the road to be passable during rain events and flood conditions. Storm water culverts shall be planned in storm water drainage areas as needed.

Erosion structures shall be planned for slide and flood areas to prevent road blockage and wash-out. High erosion areas such as shallow drainage crossings and wadis shall be armored with a hard surfaced crossing such as a reinforced concrete crossing slab. Mountainous sections of road have steeper and longer grades and may require significant drainage and slope protection. High roadside embankments shall be cut and sloped back for stability (see attached excavation safety requirement). Embankments at approaches to curves and wadi crossings shall be cut and sloped to allow for better sight distances. Blind corners shall be eliminated where oncoming traffic cannot be seen to allow sight distance for approaching traffic a minimum distance of 50m.

Built up road sections (with rock or structures) shall be structurally sound to meet seismic requirements.

All site plans and master plans shall be drawn in the following projection and datum for incorporation into the U.S. Army Corps of Engineers GIS system:

WGS 1984 UTM Zone 42 N

3. NOT REQUIRED

4. STRUCTURAL

4.1 GENERAL

The plan must show existing for future erosion control structures, water diversion structures, box culverts, water crossing pavements, retaining walls or bridge structures.

4.2 LAYOUT AND PLAN

Dimension shall be in SI (metric) units of measurements.

Layout and Plan shall include, at a minimum**,** the following:

a) Title sheet
b) Index sheet
c) Symbols sheet
d) Abbreviations sheet
e) General notes
f) Plan and profile sheets
    1) Survey data
    2) General location of drainage structures
    3) Drainage ditches
    4) Curves data
g) Cross section sheets

4.3 ROUTE RECON

The scope of the route recon includes engineering reconnaissance and data collection for the 29km of road that has

not been assessed. A map with coordinates will be provided to the contractor to locate this segment. Duties include the investigation and documentation of road alignment, road conditions and surrounding terrain to collect information for road construction projects. Contractor shall travel the identified road alignment and collect information using GPS, photography and note taking as required. This route recon data is to be used to select the best road route, based upon alignment, location of population centers, hydrology and others for the next Plan Stage, as described later in section.

4.3.1 Road Coordinates

Provide by email to AED the road coordinates in either an Excel spreadsheet or Word document.
Convert all coordinates to decimal degrees formatted to four decimal places.

4.3.2 Provide GPS coordinates, photographs and data notes for the following:

Road Alignment

a) Starting and ending points
b) Tracking coordinates of entire route
c) Specific coordinates for road features, i.e. culverts, bridges, washouts, curves, etc.
d) Alternative alignment, if needed
e) Road intersections, path intersections, driveway intersections

Current Road Condition

a) Width of road and shoulders
b) Road characteristics (one lane, trail, etc.)
c) Height of road above surrounding terrain, if built up
d) Pavements, surfacing materials, curbs, road sub-base material
e) Road grade
f) Steep drop-offs at road edge (characteristics: rock, loose gravel)
g) Curves: radius and grade, super elevation
h) Switchback: radius and grade

Drainages & Erosion Areas

a) Local irrigation ditches and storm water runoff ditches
    1) Parallel or perpendicular to road
    2) Measure and record width, depth, distance from road shoulder
    3) High erosion areas
b) Wadis and rivers
    1) Parallel or perpendicular to road
    2) Measure width and depths
    3) Take photographs in both directions up and down the wadi
    4) Note high erosion areas near road alignment
c) Water, river crossings
    1) Parallel or perpendicular to road
    2) Measure width and depths
    3) Estimate water depth and flow rate
    4) Take photographs in both directions up and down the river
d) Existing bridges (including bridges under construction)
    1) Measure sizes and type of construction
    2) Take photographs on all sides, top and bottom
e) Existing drainage structures or erosion control measures
    1) Measure size and type
    2) Take photographs on all sides, top and bottom

f) Erosion structures and retaining walls
   1) Measure size and type
   2) Take photographs on all sides, top and bottom

Terrain

a) Note terrain changes and road characteristic changes
   1) Take GPS point and photograph
   2) GPS points where terrain changes
   3) Record soil type by visual inspection (clay, sand, gravel, rock, etc.)
   4) Description of terrain changes
   5) Note is blasting is required
b) Distances and start and end coordinates of changes in terrain
   1) Flood plain (muddy ruts)
   2) Desert, sandy or silty terrain
   3) Washed out material
   4) Hilly terrain
      i) Estimate amount of material to be removed for road alignment
   5) Rocky terrain
      i) Note where blasting is required to widen road alignment (estimate length, height, angle)
   6) Mountainous terrain
      i) Note where blasting is required to widen road alignment (estimate length, height, angle)

<u>Population Areas</u>

a) Local villages, farms, health clinics, cemeteries, security (police & military) and buildings near the road alignment. Note areas that may be affected by road construction
b) Local agricultural fields that “encroach” or are right up against the road

(The intent of the final route selection is for the road to pass through the major population centers to support economic development, farm to market, access to healthcare, access to security etc.)

<u>Miscellaneous</u>

a) Identify good gravel areas along the alignment that can be developed for road material
b) Identify nearest gravel, concrete and asphalt sources

4.4 COMPREHENSIVE SITE SURVEYING ASSESSMENT

4.4.1 Contactor Responsibility

a) The contractor shall be responsible for providing all the equipment, labor, supplies and materials for the development of a comprehensive survey for 29km of road from Amrey (70.8608 E, 34.7542 N) to Kandagal (70.9592 E, 34.9497 N) in the Kunar Province of Afghanistan.
b) The contractor shall collect adequate data points for use in creating topographical 3- dimensional maps of the present road alignment, drainage structures and near by buildings.
c) The contractor shall construct a "benchmark" to serve as a permanent reference for all future design and construction requirements. All benchmarks shall be set in concrete, flush with existing grade.
d) The contractor shall erect permanent benchmarks in intervals of approximately 1km segments along the roadbed for future construction purposes, or as necessary.
e) The contractor shall conduct cross-sectional surveys at minimum, every 50 meters along the centerline of the existing road alignment or at abrupt changes in alignment or elevation.
f) Data points shall be obtained perpendicular to the centerline of the roadbed. The furthest data point obtained shall be perpendicularly measured no less than 10 meters from the centerline of the existing alignment.

g) The contractor shall perform no less than 7 spot elevations along these cross sections.
h) All critical vertical elevation changes shall be carefully annotated in the survey.
i) All drainage structures, regardless of lengths shall be carefully annotated, measured and described. Special attention shall be made regarding drainage locations, sizes and invert elevations.
j) The contractor shall pay close attention to areas where changes in horizontal alignment may be necessary to eliminate undesirable curves from the existing road alignment to exceed 15 meters and shall be carefully annotated for integration into the new design.
k) The contractor shall submit the information to AED electronically and hardcopy upon completion of each segment (less than or equal to 20km) to ensure that the design team has the information at the earliest practical moment.

4.4.2 Plan Elements:

a) Complete topographic survey of existing road alignment out to 15m on both sides of the road centerline. Survey plans shall show contours, elevations and road stationing as well as all facilities, utilities, buildings, drainages and any other features located in survey area. Contours shall be drawn at minimum 1.0m intervals. Stationing shall be set at intervals of no less than 50m. Cross-section drawings shall be shown for each station and shall show existing grade as well as the proposed grade. Road profile plans shall also be provided.
b) Layout plans with stationing, road curves, drainage ditches, planned slopes adjacent to road, cut and fill areas, road transitions, drainage structures (size and location), erosion structures, crossing structures and new road alignment. Dimensions and locations of all designed features and structures shall be shown. The plans shall show contours and stationing as well as all facilities, utilities, buildings, drainages and any other features located in the road project area. Contours shall be drawn at minimum 1.0m intervals. Centerline stationing shall be set at intervals of no less than 50m. The plan shall consider minimizing curves as much as possible. Contractor shall consider the usage of compound circular curves for reasons of vehicular safety where space permits.
c) Cross section plans to show specific road, drainage features and surface details.
d) Cross section plans shall provide planned slope angles for road bed and road drainage and planned slopes for areas adjacent to the road alignment. Cut and fill sections shall be shown.
e) Profile plans of existing and planned alignments.
f) Overall site key map that depicts the planned project area with respect to road system.
g) Legends and notes, to include definitions of ALL abbreviations. All plans and elevations require both a written and graphic scale.
h) Road Plan analysis with geotechnical information, identification of in-situ material, selection of road construction materials, type, general analysis of structures and other road features.
i) The contractor shall submit the information to AED electronically and hardcopy upon completion of each segment to ensure that the design team has the information at the earliest practical moment.
j) The contractor shall identify and quantify areas requiring blasting activities.

4.5 DEAD AND LIVE LOADS – NOT REQUIRED

4.6 WIND LOADS – NOT REQUIRED

4.7 SEISMIC – NOT REQUIRED

5. GEOTECHNICAL – NOT REQUIRED

-- End of Section --

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989

Section H - Special Contract Requirements

MONTHLY REPORTS

Section I	
SAFETY EXPOSURE REPORT *(USACE Supplement 1 to AR 385-40)*	**DATE**
INSTRUCTIONS	
This report is due to the Contracting Officers' Representative (COR) no later than the 25th of each month. Contractor progress payments will not be processed until this report has been submitted. Be sure to include the complete Contract Number including task order number.	
FROM AED: ☐ RESIDENT ENGINEER ☐ PROJECT ENGINEER ☐ PROJECT MANAGER _____ SIGNATURE	TO AED: SAFETY & OCCUPATIONAL HEALTH OFFICE
PRIME CONTRACTOR NAME	**SUB-CONTRACTORS NAME**
CONTRACT NUMBER AND SHORT TITLE:	
SITE LOCATION (nearest city and province or latitude and longitude)	

MANHOURS THIS MONTH	**MONTH**	**TOTAL MANHOURS YEAR TO DATE**

Prepared by (TYPE NAME and TITLE)	**SIGNATURE**

CERTIFIED CONTRACTOR PROJECT MANAGER	**SIGNATURE**
Section II	
INJURY AND ILLNESS LOG *(USACE Supplement 1 to AR 385-40)*	**DATE:**
CONTRACT NUMBER AND SHORT TITLE:	

This report is due to the Contracting Officers' Representative (COR) no later than the 25th of each month. Contractor progress payments will not be processed until this report has been submitted.

Attach an additional sheet if more space is needed.

List all recordable injury cases during the month where medical treatment was administered.

	Name	Type Injury	Date of Injury	te ENG FormDa 3394 Submitted to COR
1				
2				
3				
4				
5				

1st Aid cases during the month. List all non-recordable injuries where first aid was administered.

	Name	Type Injury	Date of Injury	Return to Duty	Remarks
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

Section III				
ECONOMIC ANALYSIS REPORT		**DATE:**		
CONTRACT NUMBER AND SHORT TITLE:				
SITE LOCATION (nearest city and province or latitude and longitude)				
Employment	**Average Number of Employees per Day**		**Average Salary per Day**	
	Afghan Employees	**International Employees**	**Afghan Employees**	**International Employees**
Unskilled Labor				
Semi Skilled Labor				
Skilled Labor				
Technical				
Supervisory				
Management				
Total				

Expenditures (include Prime and Subcontractors)		
	Local Expenditures (US$) per Month	**International Expenditures (US$) per Month**
Sub Contracts		
Life Support		
Building Materials		
Equipment		
Security		
Total		

Economic Surveillance Contract Language

Contractor shall report average pay rates and employment levels, for both domestic and international employees monthly. The information will be reported by labor category (as specified by USACE) and be specific to each active work site. In addition the contractor shall report monthly non-labor contract spending for domestic and international contract expenses. This information will be reported by category (as specified by USACE) and will be specific to each active work site.

SECTION 01335

SUBMITTAL PROCEDURES

1 GENERAL

1.1 REFERENCE

The publications listed below forms a part of this specification to the extent referenced. The publication is referenced to in the text by basic designation only.

CONSTRUCTION SPECIFICATIONS INSTITUTE

Manual of Practice
Construction Specifications Institute
http://www.csinet.org/s_csi/index.asp
601 Madison Street
Alexandria, Virginia
22314-1791

NATIONAL INSTITUTE OF BUILDING SCIENCES (NIBS)

Unified Master Reference List (UMRL)
National Institute of Building Sciences
1090 Vermont Avenue, NW, Suite 700
Washington, DC 20005-4905
Email: nibs@nibs.org
FAX: (202) 289-1092
Tele: (202) 289-7800

AFGHANISTAN ENGINEER DISTRICT

AFGHANISTAN ENGINEER DISTRICT
http://www.aed.usace.army.mil
U.S. Army Corps of Engineers
Attn.: Qalaa House
APO AE 09356

1.2 SUBMITTAL CERTIFICATION

The Contractor shall be responsible for certifying that all submittals and deliverables have been reviewed in detail for completeness, are correct, and are in strict conformance with the contract drawings, specifications, and reference documents.

1.2.1 Quality System Manager Review and Approval

Prior to submittal, all items shall be checked and approved by the Contractor's Independent Technical Review coordinator. If found to be in strict conformance with the contract requirements, each item shall be stamped, signed, and dated by the Contractor.

1.2.2 Determination of Compliance

Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements by the Contracting Officer. The contractor shall submit all required documentation with submittals. The U.S. Army Corps of Engineer (USACE) will not accept partial submittals.

1.3.3 Responsibility for Errors or Omissions

It is the sole responsibility of the Contractor to ensure that site surveying assessment reports and plans do or do not comply with the contract documents.

1.3.4 Government Review

Government review of all site surveying assessment reports and plans shall not be construed as a complete check, the contractor is responsible for its accuracy and completeness.

1.3.5 Untimely and Unacceptable Submittals

If the Contractor fails to submit submittals in a timely fashion, or repetitively submits submittals that are incomplete or not in strict conformance with the contract documents, no part of the time lost due to such actions shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

1.4 ENGLISH LANGUAGE

All reports and plans shall be in the English language.

1.5 UNITS OF MEASUREMENT

The metric units used are the International System of Units (SI) developed and maintained by the General Conference on Weights and Measures (CGPM); the name International System of Units and the international abbreviation SI were adopted by the 11th CGPM in 1960.

1.5.1 Plans

1.5.1.1 Layout Criteria

All site layout data shall be dimensioned in meters or coordinates, as appropriate. All details and pipe sizes shall be dimensioned in millimeters.

Metric dimensions for site plans shall be in meters and fraction thereof. Dimensions for all other plans shall be in millimeters using hard metric designations (example: 12 meters = 12 000). Hard metric is defined as utilizing standard metric products and the use of measurements in increments of fifty (50) and one hundred (100) millimeters.

1.5.1.2 Coordinate System

All site plans shall be georeferenced using the WGS 1984 coordinate system, specifically the following: WGS 1984 UTM one 42 N. If the designer is not able to use the stated coordinate system the coordinate system used shall be correlated to the stated coordinate system. A table shall be provided within the site drawing set cross referencing the WGS84 system to that utilized. This is required to allow AED to incorporate the plans into GIS for storage, map production, and possible geospatial analysis of the different work sites.

All units shall be stated in SI units in the design analysis to match the drawings.

PART 2 PRODUCTS

2.1 SPECIFICATIONS

A list of technical specifications is not required.

2.2 PLANS

The project is required to be in (SI) Metric units, all drawings shall be prepared in size "A2" sheets (350mm by 700mm). All final contract drawing sets shall be prepared with full size sheets. Drawings shall be trimmed to size if necessary.

2.2.1 Computer Assisted Design and Drafting (CADD)

Computer Assisted Design and Drafting (CADD) are required for all work related to this contract. The CADD deliverables shall meet the requirements of the AEC CAD Standard Release 2.0.

2.2.2 Plotter Prepared Original Drawings

Plotter prepared original drawings shall be prepared on 20 pound bond paper, unless otherwise approved and shall be plotted on the matte side. Raster plotters must provide a minimum resolution of 400 dpi while vector plotters shall provide a minimum resolution of 0.0010 inch with an accuracy of +0.1% of the move and a repeatability error of not more than 0.005 inch. Drawings produced from dot matrix plotters are not acceptable. Plots accompanied by the digital design file may be prepared on vellum: translucent bond is not acceptable. Line density shall be equivalent to that produced by black India ink: half-tones and gray scale plots are not acceptable unless otherwise approved. Manual changes to plotted originals are not acceptable.

2.2.3 Half-Size Reduction

Preparation of all work SHALL NOT accommodate half size reduction unless project is required to meet SI units or shall be instructed otherwise by the Contracting Officer.

2.2.4 Symbols and Abbreviations

Symbols and abbreviations shall be in accordance with AEC CAD Standard Release 2.0 or later or conform to the symbols used with a CADD program such Auto-Desk AutoCAD release 2000 or greater.

2.2.5 Designation Format

Referencing AEC CAD Standard Release 2.0, the drawing package shall be divided into the following proposed divisions:

Discipline Designation	Discipline
Use the following for AEC CAD Standard Release 2.0:	
T	Title Sheet
C	Civil
S	Structural
A	Architectural
F	Fire Protection
P	Plumbing
M	Mechanical
E	Electrical

Each drawing for the particular facility shall be designated by the discipline designation and sheet number and shall be consecutive within each discipline. AEC CAD Standard, referenced herein, shall be adhered to, especially with regard to sheet naming, numbering and level/layer naming standards. Copies of level/layer naming standards are available at the following locations (in comma delimited format - .CSV) and may be imported into Micro-station and/or AutoCAD release 2000 or later:

Public FTP site:
ftp://anonymous:anonymous@ftp.usace.army.mil/pub/aed/Standards/AEC_Nat_CAD_Std/level_libs/

SharePoint site:
https://aedsharepoint.tac.usace.army.mil/C16/Drawings/Document%20Library/AEC_CAD_level_templates.ZIP

2.2.6 Grouping Drawings: Not Required.

2.2.7 Title and Revision Block

Title and revision block shall match FIGURES 1 through 5 furnished in the paragraph entitled ATTACHMENTS.

2.2.8 Drawing Scales

The scales indicated on the following list shall, in general, be used for all drawings. The Contractor may, at its option, make exceptions to scales indicated, if approved in writing by the Contracting Officer.

Site, Grading and Utility Plans - 1:100, in SI units

Key Plans as large as practical

Cross Sections/elevations (as large scale as possible to adequately show required detail) - 1:100, in SI units

Details - 1:10 minimum, in SI units

2.2.9 Binding

All volumes of drawing prints shall be firmly bound and shall have covers of heavier bond than the drawing sheets. If posts are used to fasten sheets together, the drilled holes on the bond edges of the sheets shall be on 8-1/2-inch centers.

2.2.10 Index Sheet(s)

The first sheet of each volume in a project shall be a cover sheet. In general, the second sheet shall be the first index. Multiple index sheets may be required, depending on the project size. All index sheets shall be included with each volume of drawings and shall index all the individual drawings in all volumes. The index shall list sequentially the site development drawings, each facility's drawings, and the standard details drawings (if any), and shall locate them by volume and file number. Each index sheet shall be signed and stamped by a principal of the Contractor.

2.5.11 Legends

For each submittal, legends of symbols and lists of abbreviations shall be placed on the plans. They shall include all of the symbols and abbreviations used in the drawing set, but shall exclude any symbols and abbreviations not used. Since many symbols are limited to certain design disciplines, there is a definite advantage to the use of separate legends on the initial sheet of each design discipline or in the Standard Details package for each discipline. If legends have not been shown by discipline, a legend shall be placed on the first drawing.

2.5.12 Location Grid

To facilitate the location of project elements and the coordination of the various disciplines' drawings, all plans shall indicate a column line or planning grid, and all floor plans (except structural plans) shall show room numbers.

2.5.13 Composite and Key Plans

If the plan of a large structure must be placed on two or more sheets in order to maintain proper scale, the total plan shall be placed on one sheet at a smaller scale. Appropriate key plans and match lines shall appear on segmented drawings. Key plans shall be used not only to relate large scale plans to total floor plans but also to relate individual buildings to complexes of buildings. Key plans shall be drawn in a convenient location and shall indicate the relative location of the represented plan area by crosshatching.

2.5.14 Revisions

Plan revisions shall be prepared only on the original CADD files. A revision area is required on all sheets.

PART 3 EXECUTION

3.1 GENERAL

3.1.1 Pre-Work Coordination Meeting

In addition to regular meetings with the Government, the Contractor shall conduct formal status briefings on a bi-weekly basis, as a minimum, to provide a management overview of site assessment development. A pre-work meeting may be required to further define the scope of work for the project. The purpose of the meeting is to assure attention to project requirements

3.1.2 Plan Requirements

The intent is for the Contractor to provide a concept submittal, to include:

- draft horizontal alignment based upon sound professional engineering analysis, cost and other
- factors described in section 01015.
- locations of existing structures, such as buildings, wadis, bridges, other drainage structures
- locations of proposed drainage structures
- show coordinates at the start and end of each sheet

A final submittal is required, to include

- coordinates at the start and end of each sheet
- horizontal alignment with curve and other data shown
- vertical profile with curve and other data shown
- location, types and sizes of drainage structures
- location of all structures within 15 meters of the roadway centerline
- cross sections at 50 meters intervals (or as stated in Section 01015)
- topographical contours at 1.0m intervals

There are a total of 2 submittals required for this project.

The Contractor is required to provide the basic road alignment, photos, locations of elevation changes and drainage areas, streams, etc and recommendations for best route and locations of drainage structures. This shall be a separate

submittal to be used to select the best road route. See section 01015 for further information on the exact requirements of the route recon, if required.

3.2 SUBMITTAL REGISTERS:

3.2.1 General

No formal submittal registers are required as part of this contract. The contractor is responsible for maintaining a record of all correspondence with the Government, including comments to design submittals.

3.3 TRANSMITTAL FORM (ENG Form 4025)

The sample transmittal form (ENG Form 4025) will not be required for this design contract. As an alternative, the Design Contractor will submit drawings with a memorandum noting the date received by the Government representative. The Government Representative will sign and date this memorandum; this date begins the Government review of the design submittal.

3.4 PROGRESS SCHEDULE

The contractor is required to submit an entire project schedule within 3 calendar days after receiving the project is awarded. The project schedule shall be updated and submitted once a month thereafter.

3.5 PLAN DRAWINGS

3.5.1 Submittals

Note: The Contractor shall provide four (4) full size sets of bound drawings with a CD-ROM electronic file for all site surveying assessment reports and plans.

Adequate time shall be allowed for review and clearance. If the Contractor fails to submit submittals in a timely fashion, or repetitively submits design submittals that are not in strict conformance with the contract documents, no part of the time lost due to such actions shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

3.6 SUBMITTAL PROCEDURE

3.6.1 Submittals

3.6.1.1 Afghanistan Engineer District (AED)

Four (4) hard copies and one (1) electronic copy of all submittals shall be transmitted to the Government at the following address by means of a transmittal memorandum. The electronic copy shall be in an acceptable CADD format, as described below in (.pdf) format.

AFGHANISTAN ENGINEER DISTRICT

Hand-delivery:
U.S. Army Corps of Engineers
Afghanistan Engineer District
House # 1, St. #1 West
West Wazir Akbar High School
Behind Amani High School
Kabul, Afghanistan
Attn: Rick Lien/Michael Phan/Kurt Monger

NOTE: AED accepts Auto-Cad release 2000 or higher drawing file format as the standard due to the fact that the local region does not support Micro-station

RETURN OF GOVERNMENT REVIEWED SUBMITTALS. Subsequent to the Government review, the previous comments (if applicable) will be returned to the Contractor digitally by email. Hardcopies of these documents will subsequently be submitted to the Contractor. The Government may elect to stop sending hardcopies if it deems that digital transmission of design submittals is progressing satisfactorily.

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

3.7 REVIEW OF CONTRACTOR PREPARED DOCUMENTS

3.7.1 Independent Review

The Contractor shall have someone, other than the surveyor, perform an independent review of all site assessment reports and plan to ensure accuracy prior to submission to the Government. Upon completion of this review, the Contractor shall certify that each submittal is complete, accurate, is in strict conformance with all contract requirements, that repetition has been avoided, that all conflicts have been resolved, and that the documents have thoroughly coordinated and cross checked against all the applicable disciplines to prevent the omission of vital information.

3.7.2 Government Review

The Government will be allowed five (5) days to review and comment on the first submittal and respond with comments. On the final submittal (to show road horizontal alignment with curve data, vertical profiles, locations, types and sizes of drainage structures), the Government will be given ten (10) days to review and respond with comments.

For each review submittal, comments from the various sections and from other concerned agencies involved in the review process will be made via transmittal memorandums to the design contractor. The contractor is responsible for managing a transmittal log of all design correspondence.

If a submittal is deficient, it will be returned for correction and resubmission. The review time will begin when the corrected submittal is received.

The Government review shall not be construed as a complete check but will evaluate the general design approach and adherence to contract parameters. The Government review is often limited in time and scope. Therefore, the Contractor shall not consider any review performed by the Government as an excuse for incomplete work. Upon completion of the review, all comments will be forwarded to the Contractor.

3.7.3 Conferences

As necessary, conferences will be conducted between the contractor and the Government to resolve review comments. Generally, these conferences are held at the conclusion of each submittal stage, though additional meetings may be required.

Two (2) review conferences will be held. The review conferences will be held at the Corps District Office in Kabul,

Afghanistan. The Contractor shall bring the personnel that developed the submittal to the review conference. These conferences will take place within a few days after receipt of government reviews.

3.7.4. Unlimited Rights

The Government shall have unlimited rights in all information that the Contractor provided for this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws.

3.7.5 Conflicts

Any conflicts, ambiguities, questions or problems encountered by the Contractor in following the criteria shall be immediately submitted in writing to the Contracting Officer with the Contractor's recommendations. Prior to submission to the Government, the Contractor shall take appropriate measures to obtain clarification of design criteria requirements, to acquire all pertinent design information and to incorporate such information in the work being performed.

3.7.6 Cooperation with Others

The Contractor shall cooperate fully with other firms, consultants and contractors performing work under the program to which this contract pertains, upon being advised by the Contracting Officer that such firms or individuals have a legitimate interest in the program, have need-to-know status, and proper security clearance where required.

3.7.7 Technical Criteria

All submittals shall be prepared in accordance with the contract documents and with the applicable publications referenced therein. Any deviations from the technical criteria contained in the contract documents or in the applicable publications, including the use of criteria obtained from the user or other sources, must receive prior approval of the Contracting Officer.

3.7.8 Topographic Surveys, Easements, and Utilities

Unless otherwise stated in the contract, the Contractor will be responsible for detailed topographic mapping, available easements and utility information for the project.

3.7.4.9 Horizontal and Vertical Control

The mapping shall be based on the base coordinate system. If the base system cannot be found, the surveyor shall use any established monuments. If monuments have been destroyed or do not exist, an assumed horizontal and vertical datum shall be established, using arbitrary coordinates of 10,000n and 10,000e and an elevation of 1,000 meters. The horizontal and vertical control established on site shall be a closed loop with third order accuracy and procedures.

The Contractor shall provide three (3) concrete survey monuments at the survey site. All of the control points established at the site shall be plotted at the appropriate coordinate point and shall be identified by name or number, and adjusted elevations. The location of the project site, as determined by the surveyor shall be submitted in writing to the Contracting Officer. The site location shall be identified by temporary markers, approved by the Contracting Officer before proceeding with the surveying work.

3.7.4.10 Topography Requirements

A sufficient quantity of horizontal and vertical control shall be established to provide a detailed topographic survey at 1:100 with 1.0m contour intervals minimum.

Intermediate elevations shall be provided as necessary to show breaks in grade and changes in terrain.

The contours shall accurately express the relief detail and topographic shapes. In addition, 90 percent of the elevations or profiles interpolated from the contours shall be correct to within one-half of the contour interval and spot elevations shall be correct within plus or minus 20 millimeters.

Spot elevations affecting existing structures shall be provided. Specifically, break points or control points in grades of terrain such as tops of hills, bottoms of ditches and gullies, high bank elevations, etc.

All surface and sub-surface structures features within the area to be surveyed shall be shown and identified on the topographic maps. In addition, these features shall be located by sufficient distance ties and labeled on the topographic sheets to permit accurate scaling and identification.

3.7.11 Geotechnical Investigation - Not Required

3.8 ATTACHMENTS

The following attachments form an integral part of this specification:

Select one of the following:

AED projects:

Figure 1 - sheet/number description; AED title block per AEC CADD standards

Figure 2 - A-E logo/designed by/submitted my; AED title block per AEC CADD standards

Figure 3 - revision block; AED title block per AEC CADD standards

Figure 4 - Finished Format Size per AEC CADD standards

-- End of Section --

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE

(Read instructions on the reverse side prior to initiating this form)

DATE

TRANSMITTAL NO.

SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS *(This section will be initiated by the contractor)*

TO:

FROM:

CONTRACT NO.

CHECK ONE:
☐ THIS IS A NEW TRANSMITTAL
☐ THIS IS A RESUBMITTAL OF TRANSMITTAL _____

SPECIFICATION SEC. NO. *(Cover only one section with each transmittal)*

PROJECT TITLE AND LOCATION

CHECK ONE: THIS TRANSMITTAL IS FOR ☐ FIO ☐ GOV'T. APPROVAL

ITEM NO. *a.*	DESCRIPTION OF ITEM SUBMITTED *(Type size, model number/etc.)* *b.*	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. *(See instruction no. 8)* *c.*	NO. OF COPIES *d.*	CONTRACT REFERENCE DOCUMENT		FOR CONTRACTOR USE CODE *g.*	VARIATION *(See instruction No. 6)* *h.*	FOR CE USE CODE *i.*
				SPEC. PARA. NO. *e.*	DRAWING SHEET NO. *f.*			

REMARKS

I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as other wise stated.

NAME AND SIGNATURE OF CONTRACTOR

SECTION II - APPROVAL ACTION

ENCLOSURES RETURNED *(List by Item No.)*

NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY

DATE

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.

2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.

3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.

4. Submittals requiring expeditious handling will be submitted on a separate form.

5. Separate transmittal form will be used for submittals under separate sections of the specifications.

6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".

7. Form is self-transmittal, letter of transmittal is not required.

8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.

9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A	--	Approved as submitted.	E	--	Disapproved (See attached).
B	--	Approved, except as noted on drawings.	F	--	Receipt acknowledged.
C	--	Approved, except as noted on drawings. Refer to attached sheet resubmission required.	FX	--	Receipt acknowledged, does not comply as noted with contract requirements.
D	--	Will be returned by separate correspondence.	G	--	Other *(Specify)*

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

(Reverse of ENG Form 4025-R)

Contractor - Furnished Design Documents Submittal Register	Contract Title & Location:	
	Contractor:	Contract Number:

Submittal Identification Nº.	NAS Activity Code	Description of Document (s)	Contractor Submittal Date	Government Action	
				Receipt Date	Construction Clearance Date

TAC Form 122-E
September 2003(R)

SUBMITTAL REGISTER

(ER 415 1-10)

CONTRACT NO.

TITLE AND LOCATION

CONTRACTOR

SPECIFICATION SECTION

ACTIVITY NO a.	TRANS-MITTAL NO. b.	ITEM NO c.	SPECIFICATION PARAGRAPH NUMBER d.	DESCRIPTION OF ITEM SUBMITTED e.	TYPE OF SUBMITTAL: DATA f.	DRAWINGS g.	INSTRUCTIONS h.	SCHEDULES i.	STATEMENTS j.	REPORTS k.	CERTIFICATES l.	SAMPLES m.	RECORDS n.	CLASSIFICATION: INFORMATION ONLY o.	GOVERNMENT APPROVED p.	REVIEWER q.	CONTRACTOR SCHEDULE DATES: SUBMIT r.	APPROVAL NEEDED BY s.	MATERIAL NEEDED BY t.	CONTRACTOR ACTION: CODE u.	DATE v.	SUBMIT TO GOVERN-MENT w.	GOVERNMENT ACTION: CODE x.	DATE y.	REMARKS z.

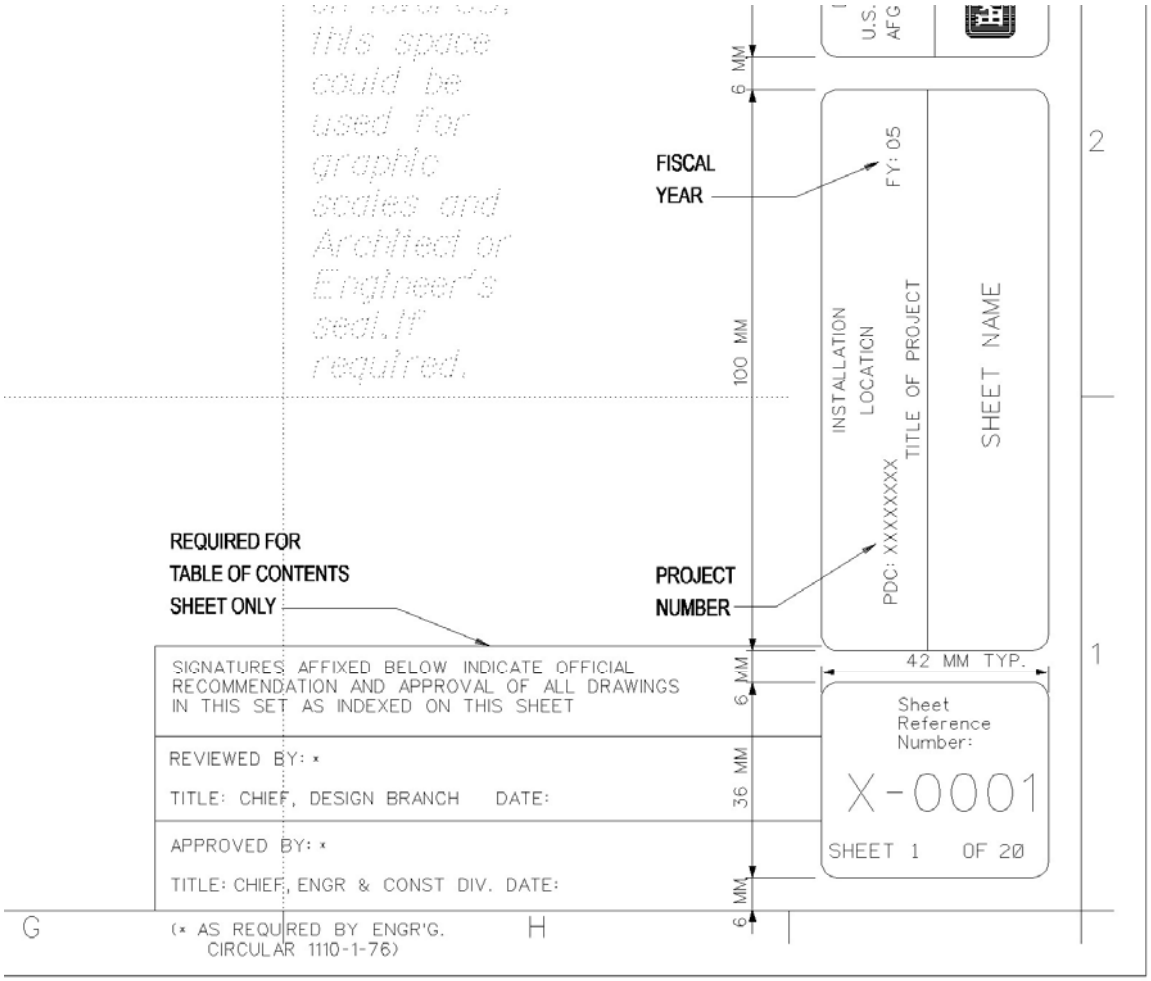


Figure 1 – sheet number/description; AED title block

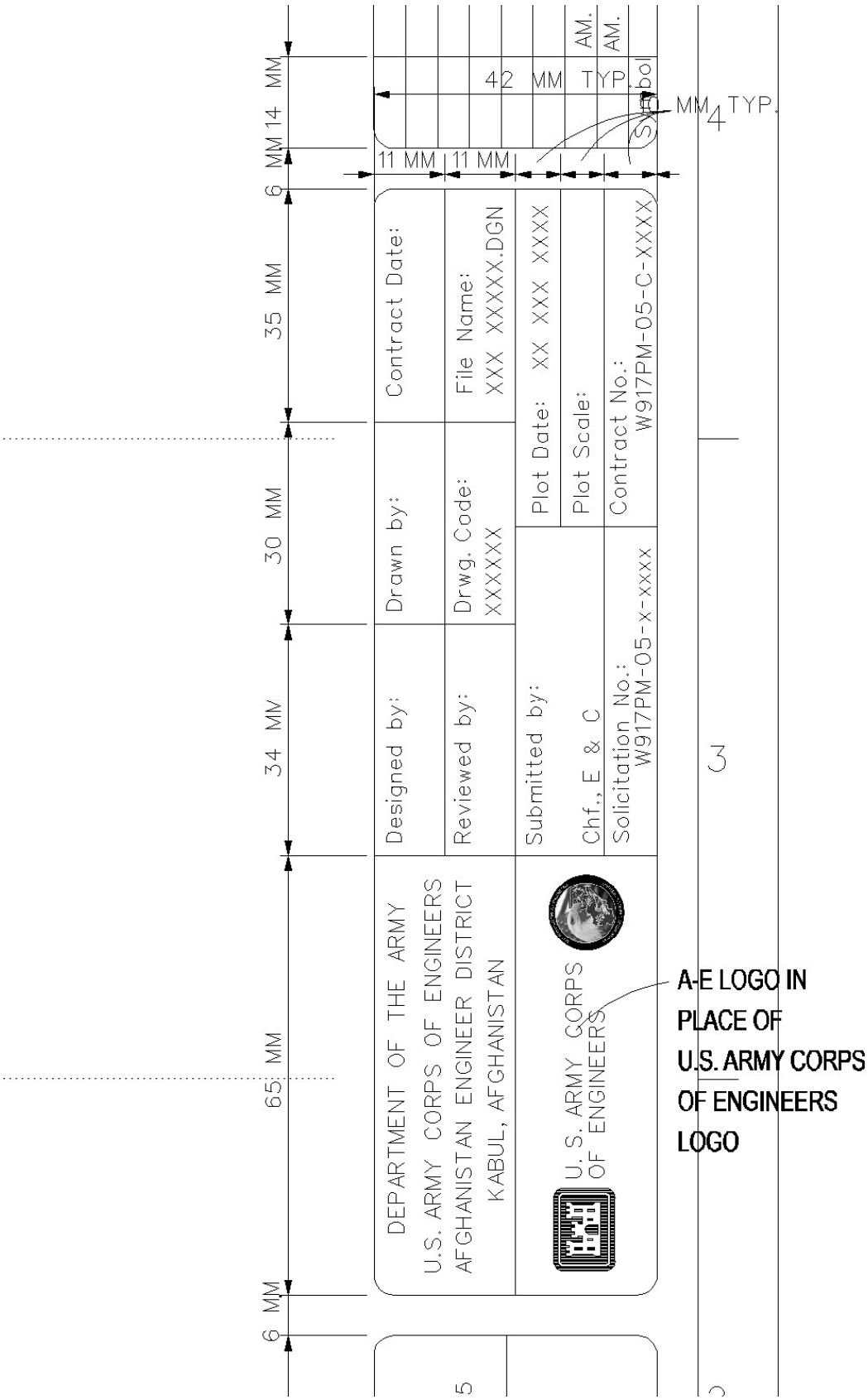


Figure 2 – A-E logo/designed by/reviewed by; AED title block

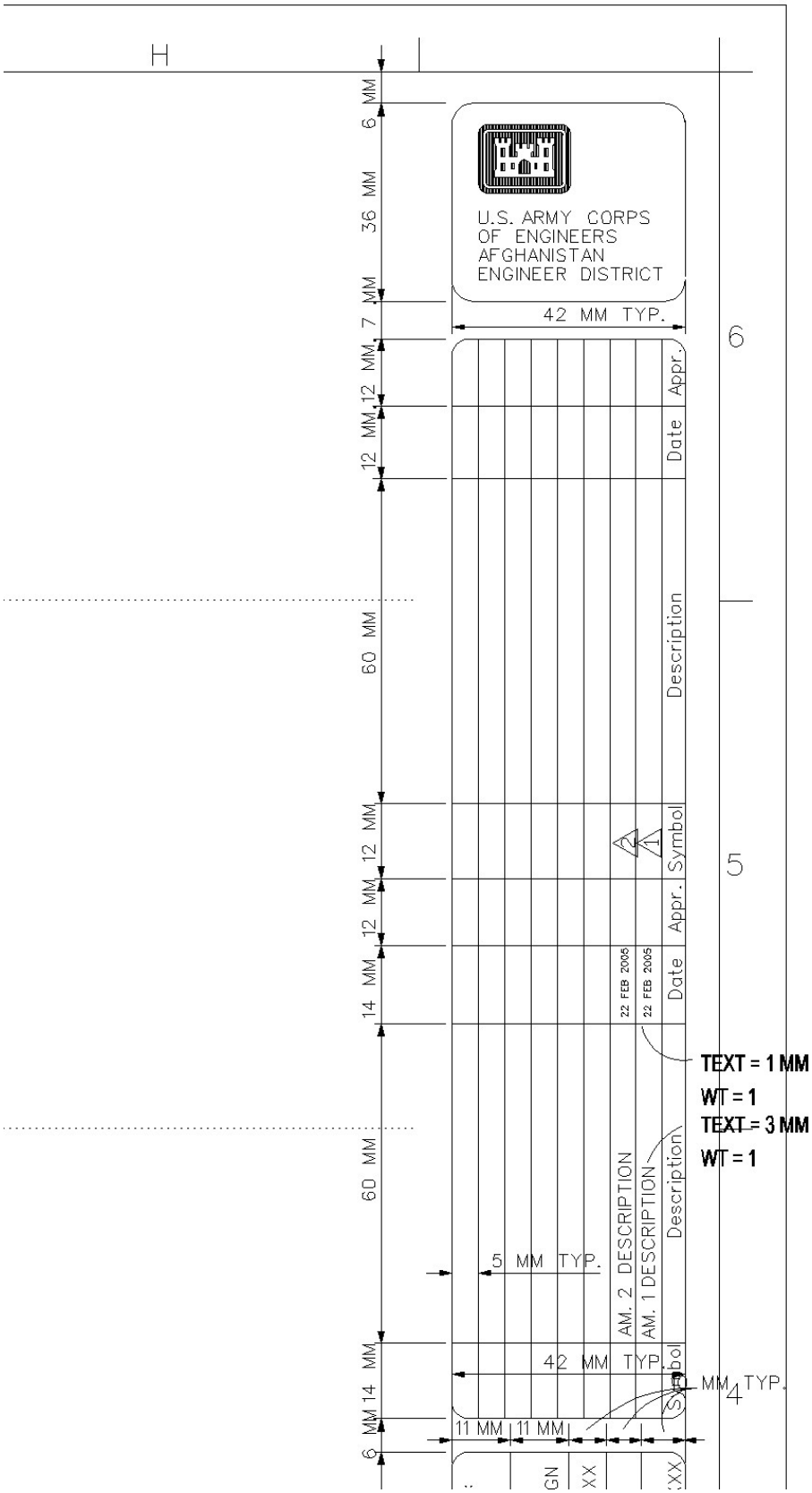
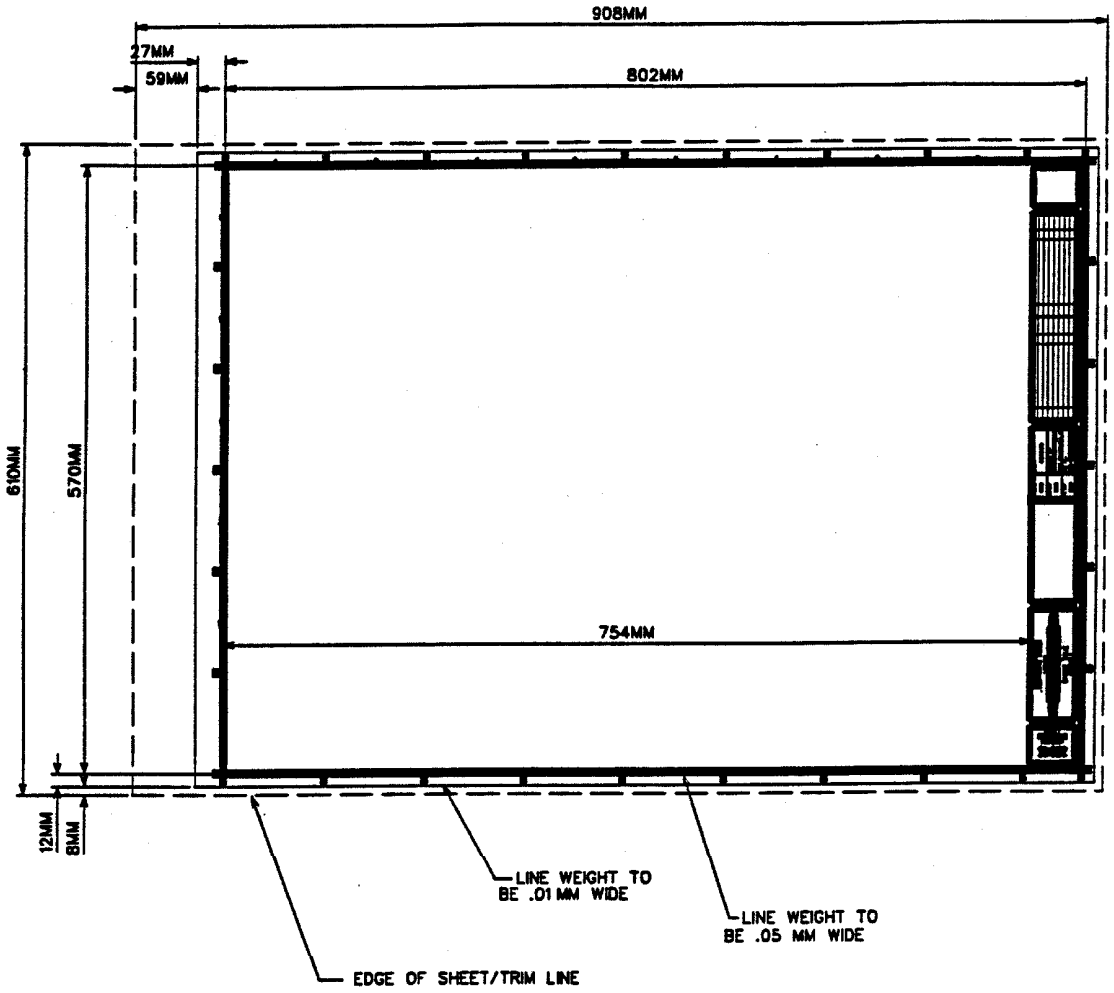


Figure 3 - revision block; AED title block

FINISHED FORMAT SIZE



NOTES:

1. SEE FIGURES 6 THRU 9 FOR TITLE BLOCK DEFINITIONS.

Figure 5

DBA INSURANCE

52.000-4105 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) -SERVICES (NOV 2005)

(a) This clause supplements FAR Clause 52.228-3

(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 the USACE DBA insurance carrier unless the contractor has a DBA self-insurance program approved by the Department of Labor. The contractor shall submit a copy of the Department of Labor's approval to the contracting officer upon contract award. The current rate under the USACE contract is **$3.50 per $100 of compensation for services**.

(c) The contractor agrees to insert a clause substantially the same as the one in all subcontracts to which DBA is applicable. Subcontractors shall be required to insert a similar clause in any of their subcontracts subject to the DBA.

(d) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, USACE shall modify the contract accordingly.

52.000-4106 DEFENSE BASE ACT INSURANCE RATES – LIMITATION FIXED- PRICE (NOV 2005)

(e) The U.S. Army Corps of Engineers (USACE) has entered into a contract with an insurance carrier to provide all Defense Base Act (DBA) insurance to USACE contractors at a contracted rate under the OSD/USACE Centrally-Managed Pilot DBA Insurance Program. The rates for this insurance are as follows:

Services @ $3.50 per $100 of compensation

(f) Bidders/Offerors should compute the total compensation (direct salary plus differential, but excluding per diem, housing allowance and other miscellaneous post allowances) to be paid to employees who will be covered by DBA insurance and the cost of DBA totals in the spaces provided for the base period and whatever extension there may be thereafter, if applicable

(1) Compensation of Covered Employees: _____

(2) Defense Base Act Insurance Costs: _____

(3) Total Cost: _____

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

CNA Insurance – Contractor – Insurance Carrier

- Roger Ellickson (312) 822-4395 Roger.ellickson@cna.com

The Continental Insurance Co.
Roger Ellickson
DBA CNA Insurance
333 S. Wabash Avenue
Chicago, IL 60685-1809

- **Rutherfoord International – Insurance Broker**
  - James Walczak (703) 813-6544 jim.walczak@rutherfoord.com

Rutherfoord International
James Walczak
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312

**** PLEASE NOTE –THE INSURANCE COMPANIES LISTED ABOVE ARE THE ONLY AUTHORIZED CARRIERS FOR YOU TO USE****

(End of clause)

CONTRACTOR NOTIFICATIONS

AED Local Clauses

53 **Application of US Criminal Jurisdiction.** Reference DODI 5525.11. The contractor is directed to provide all of its personnel working under this contract, and to require all of its subcontractors to provide their personnel, with written notification that - with the exception of nationals of Afghanistan and those ordinarily resident in Afghanistan - contractor and subcontractor personnel, and the dependents of contractor and subcontractor personnel who are residing with such personnel, may be subject to US criminal jurisdiction as provided for in the Military Extraterritorial Jurisdiction Act, 18 USC 3261-3267; see Section 3267(1)(A)(iii)(I) and (2)(A)(iii). A copy of the notice ***shall be furnished to the contracting officer upon award of the contract***, along with a certification by an authorized company representative attesting to the provision of the notification to contractor personnel.

54 **Attacks from Hostile Entities.** This contract is firm fixed-price. Costs incurred in the performance of project execution that arise from the attacks of hostile entities, such as costs arising from damage to or destruction of contractor equipment and facilities, and damage to or destruction of the project prior to Government acceptance, are the sole responsibility of the contractor. The Government makes no guarantee to provide the contractor with security, and bears no obligation to reimburse the contractor for costs arising from the attacks of hostile entities. When appropriate, the Contracting Officer may provide the contractor with an equitable adjustment with respect to time – but not cost – in accordance with clause 52.249-10; see 52.249-10(b)(1)(i) and (2).

55 **Installation Access and Badging.** This contract is firm fixed-price. It is the responsibility of the contractor to be knowledgeable of and to abide by any and all applicable installation access procedures and requirements, to include any and all badging procedures and requirements, that may be necessary for contractor access to the project site. Such procedures and requirements may change over the course of contract performance; it is the responsibility of the contractor to plan accordingly in order to meet its existing obligations under this contract. The US Army Corps of Engineers, Afghanistan Engineer District, neither controls nor is responsible for any such installation access procedures, requirements or changes thereto.

56 **Customs Clearance.** Reference clauses 52.229-6 and 52.225-13. This contract is firm fixed-price. It is the responsibility of the contractor to be knowledgeable of and to abide by any and all applicable customs clearance procedures and requirements that may be necessary for the transportation of supplies and equipment into Afghanistan. Such procedures and requirements may change over the course of contract performance; it is the responsibility of the contractor to plan accordingly in order to meet its existing obligations under this contract. The US Army Corps of Engineers, Afghanistan Engineer District, neither controls nor is responsible for any such customs clearance procedures, requirements or changes thereto.

57 **Travel Warnings.** The contractor shall provide all personnel working under this contract, and shall require subcontractors to provide their personnel, with a written notification advising such personnel to be aware of US State Department Travel Warnings with respect to Afghanistan, available at http://travel.state.gov, in the event they wish to consider bringing their dependants into Afghanistan. A copy of the notice ***shall be furnished to the contracting officer upon award of the contract***, along with a certification by an authorized company representative attesting to the provision of the notification to contractor personnel. At no time, subject to the written approval of the contracting officer, may the

contractor allow such dependants, or any other unauthorized individuals, to be present on the project site grounds, whether in transit or otherwise.

58 **Drug-Free Workforce.** Documentation of the contractor's drug-free workforce program as required by clause 252.223-7004(b) ***shall be furnished to the contracting officer upon award of the contract***.

59 **Combating Trafficking in Persons, Commercial Sex Acts, and Forced Labor.** A copy of the employee notification statement as required by clause 252.222-7006(d) ***shall be furnished to the contracting officer upon award of the contract***, along with a certification by an authorized company representative attesting to the provision of the notification to contractor personnel.

CAVEATS

Caveats for Clauses

Section 100 – 52.222-23
Section 600 – 52.222-22
Section 700 – 52.222-21, 26, 27, 29, 35, 36, 37
"Only applicable if contractor recruits personnel within the US."

252.247-7024 "Only applicable if contractor gave a negative response to 252.247-7022."

52.204-3, 52.232-38, 52.204-6, 252.204-7001, 52.232-34
"Only applicable to contractors that are not to be registered in the CCR database."

52.232-33, 252.204-7004
"Only applicable to contractors that are to be registered in the CCR database."

252.229-7000, 252.229-7001
"Only applicable if contractor is a foreign concern."

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.247-17	Charges	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
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
252.225-7041	Correspondence in English	JUN 1997
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7003	Electronic Submission of Payment Requests	MAR 2007
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
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(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 the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(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. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and 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.

(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) of this clause 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 register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. 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 made 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 contained in the CCR database.

(End of Clause)

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, **U.S. Army Corps of Engineers, House #1 Street #1, West Wazir Akbar Khan (Behind Amani High School), Kabul, Afghanistan** 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)

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

60 Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

61 If equipment costs have been allocated to a contract using predetermined rates , those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

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

(End of clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)
(1)
(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

(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)

252.229-7001 TAX RELIEF (JUN 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

“Reference the exchange of diplomatic notes between the USA and Afghanistan dated September 26, 2002, December 12, 2002 and May 28, 2003; and/or successor notes or agreements as applicable.”

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2005
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	OCT 2006
252.225-7042	Authorization to Perform	APR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:.----------

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other----------

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name----------

TIN----------

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541370.**
(2) The small business size standard is **$4.5M**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(__) Paragraph (c) applies.

(__) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA

database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO OFFERORS

Amrey to Kandagal, Kunar Province, Afghanistan

NOTICE: Return Section B, "Bidding Schedule", and Section K "Representations and Certifications", and the signed SF 18 with your proposal. All amendments, if any, must be acknowledged and returned with the proposals. If you do not return these sections you maybe considered **Non-Responsive.**

Request for information must be directed to the person listed in Item 5B of the SF 18. Inquiries and request that are directed to any other person may not be relayed to the proper person and therefore, may not be answered. Please email all questions to Debora.D.Scott@tac01.usace.army.mil.

All proposals must be delivered to: **U.S. Army Corps of Engineers, House #1 Street #1, West Wazir Akbar Khan (Behind Amani High School), Kabul, Afghanistan, Attn: Debora D. Scott, prior to 5:00pm, Kabul Time, 12 June 2007, for receipt of proposals.** Due to heightened security conditions, access to the building is controlled by security. Your packages will be opened and checked at the gate by the security guards. **Electronic proposals will not be accepted.**

MANDATORY DUNS NUMBER REGISTRATION

Effective immediately, all awardees will be required to have registered for and received a DUNS number from DUNS and BRADSTREET. Your company can receive your official DUNS number by accessing the following website:

http://www.dnb.com/upik/uk/intldunsform.asp?link=request

Also, we strongly encourage all awardees to be registered with the Central Contractor Registration (CCR). This is the official Government Contractor database used by all Federal Contracting Personnel. You can register your company at the following website:

http://www.ccr.gov/

(End of section)

CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999
52.247-6	Financial Statement	APR 1984
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

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

(End of provision

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)--EFARS

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

(1) Obviously misplaced decimal points will be corrected;
(2) Discrepancy between unit price and extended price, the unit price will govern;
(3) Apparent errors in extension of unit prices will be corrected;
(4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

EVALUATION & AWARD:

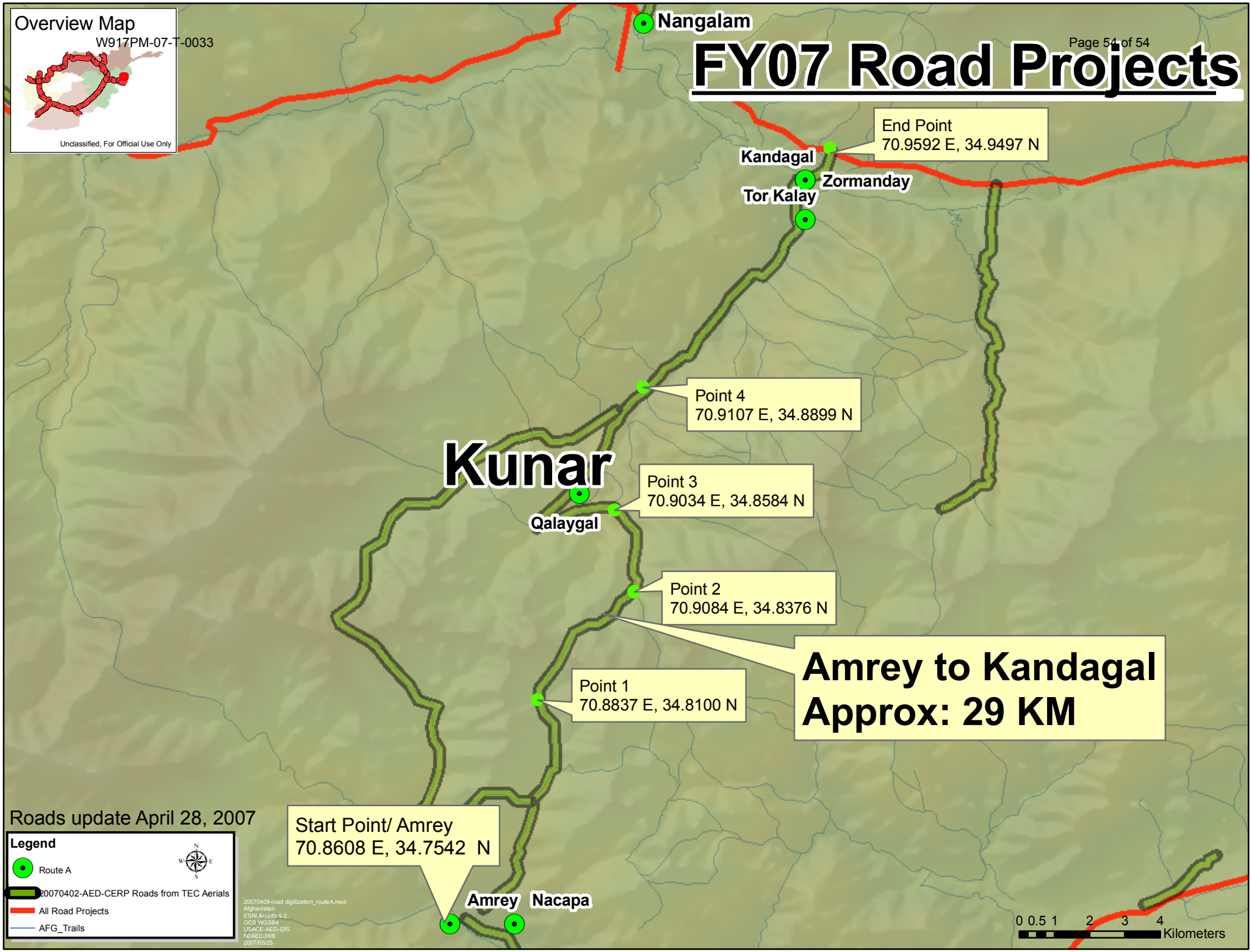
The Request for Quote will be evaluated based on their lowest price and technically acceptable for the work described herein. Award will be made to the offeror whose quote is the lowest priced benefit to the Government**.**

Past Performance: - Experience, provide the following information:

62 Customer Point of Contact (name, telephone, email) for performance information
63 List the problems encountered and the corrective actions taken
64 List of change orders and circumstances associated with them
65 Construction time duration beyond the original performance period and why.
66 Construction cost in dollars beyond the original contract amount and why.
67 Safety record and accident report

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

(g) Project name and location.
(h) Nature of firm's responsibility (prime or subcontractor).
(i) Project owner's name, address, telephone, email (to be contacted by the Government).
(j) Project completion date and duration (estimated if in progress)
(k) Construction cost
(l) Brief explanation that illustrates the capabilities of the contractor or joint-venture and relevant job experiences.


Overview Map
W917PM-07-T-0033
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Nangalam
Page 54 of 54
FY07 Road Projects
End Point
70.9592 E, 34.9497 N
Kandagal
Zormanday
Tor Kalay
Point 4
70.9107 E, 34.8899 N
Kunar
Point 3
70.9034 E, 34.8584 N
Qalaygal
Point 2
70.9084 E, 34.8376 N
Amrey to Kandagal
Approx: 29 KM
Point 1
70.8837 E, 34.8100 N
Roads update April 28, 2007
Start Point/ Amrey
70.8608 E, 34.7542 N
Legend
Route A
20070402-AED-CERP Roads from TEC Aerials
All Road Projects
AFG_Trails
Amrey
Nacapa
0 0.5 1 2 3 4
Kilometers