REQUEST FOR QUOTATIONS *(THIS IS NOT AN ORDER)*	THIS RFQ [ ] IS [X] IS NOT A SMALL BUSINESS SET-ASIDE	PAGE 1 OF PAGES 36

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-0038	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	Chapa Dara Valley Road A Comprehensive Site Survey ONLY for the Nuristan 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 surveying assessment report for 45km of Chapa Valley Road from (34.9506 N, 70.7664 E) to (3469.58 N, 70.9237 E) in Nuristan Province of Afghanistan.

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 Nuristan Province of Afghanistan, as shown on attached map. A paper copy of the map may be obtained from AED.

3. NOT USED

4. SUMMARY OF WORK

4.1 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.

4.1.1 Deliverables

Contractor shall provide one comprehensive reconnaissance report with PDF Document, Word Document and Photos.

4.1.2 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.

4.1.3 Not Used

4.1.4 Security

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

5. COMPLETION OF WORK – NO LD's REQUIRED

6. PERFORMANCE PERIOD

Performance period for this contract is **Fifty (50) calendar days** from receipt of Notice to Proceed.

7. 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 of existing 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.

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- Not Used

4.3 ROUTE RECON

The scope of the route recon includes engineering reconnaissance and data collection for the 45 km 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.

4.4 COMPREHENSIVE SITE SURVEYING ASSESSMENT

4.4.1 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.

All report with a rough site 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

4.4.2 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

4.4.3 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 45km of Chapa Valley Road from (34.9506 N, 70.7664 E) to (3469.58 N, 70.9237 E) in Nuristan 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.

4.4.4 Surveying 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) 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.

c) 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 **DATE**
(USACE Supplement 1 to AR 385-40)

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:	TO AED:
☐ RESIDENT ENGINEER ☐ PROJECT ENGINEER ☐ PROJECT MANAGER _____ SIGNATURE	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**	**O DATETOTAL MANHOURS YEAR T**

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	Date ENG Form 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.

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
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
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)

252.229-7001 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 26 September 2002, 12 December 2002, and 28 May 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

Chapa Dara Valley Road, Nuristan 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

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.

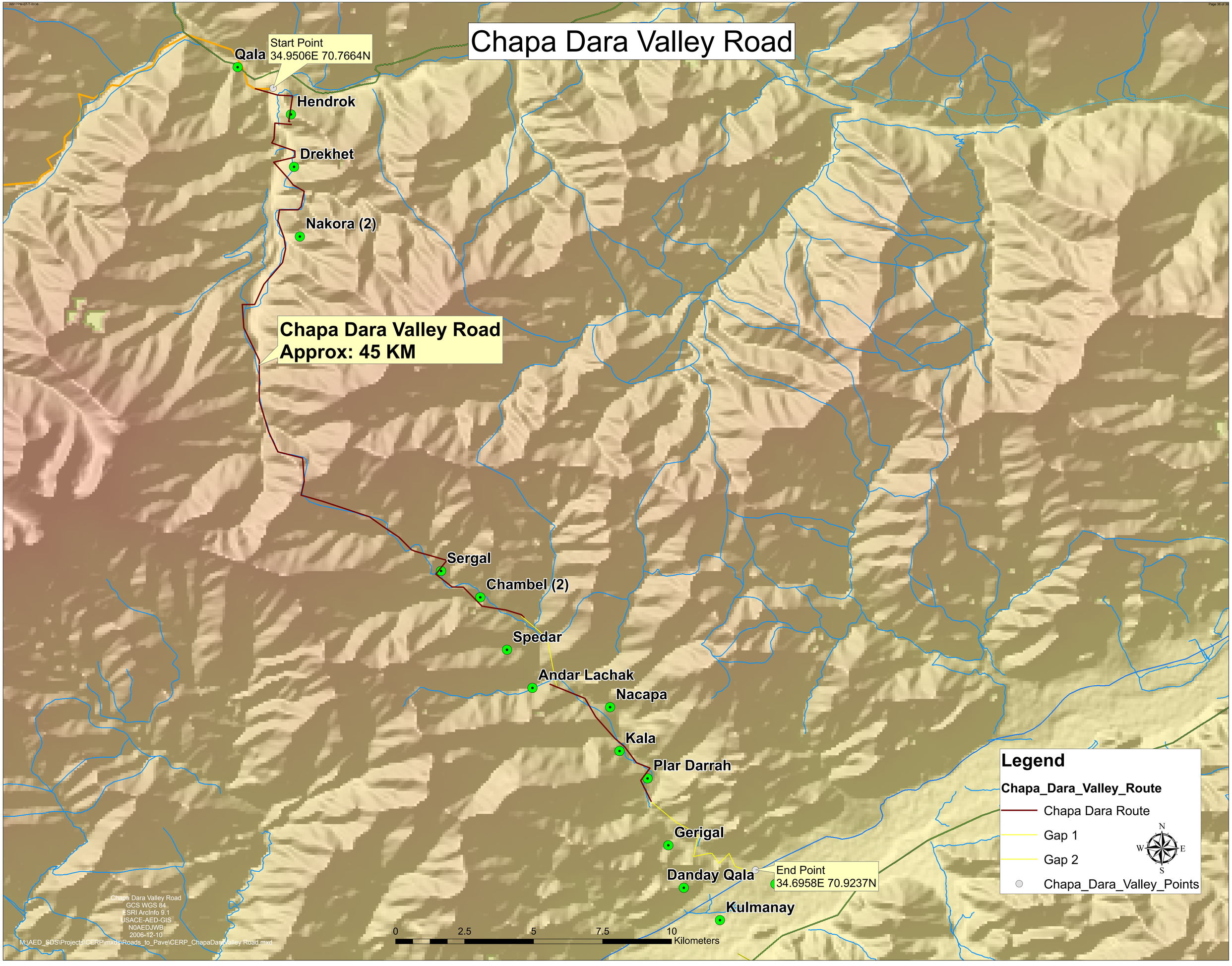
CLAUSES INCORPORATED BY FULL TEXT

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)

Appendix A

Maps

Chapa Dara Valley Road