

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 49	
2. CONTRACT NO.		3. SOLICITATION NO. W917PM-08-R-0109	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 1 Jul 2008	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY AFGHANISTAN ENGINEER DISTRICT US ARMY CORPS OF ENGINEERS KABUL APO AE 09356			CODE W917PM	8. ADDRESS OFFER TO (If other than Item 7)		CODE	
TEL: FAX:			See Item 7		TEL: FAX:		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in USACE-AED Kabul, AF until 05:00 PM local time 22 Jul 2008
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME STELLA M LEJEUNE	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS stella.m.lejeune@usace.army.mil
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

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

Section B - Supplies or Services and Prices

BID SCHEDULE

BID SCHEDULE
PRICING SCHEDULE BASIC CONTRACT
INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ)
CONSTRUCTION MANAGEMENT SERVICES
VARIOUS LOCATIONS, AFGHANISTAN

PRICING SCHEDULE NOTES – BASIC CONTRACT:

- 1 Only one contract for this schedule will be awarded under this solicitation. Award of an Indefinite-Delivery, Indefinite-Quantity (IDIQ) Multiple Award Task Order Contract (MATOC) will be made. Firm Fixed-Price (FFP) task orders may be issued as a result of this contract.
- 2 The minimum guaranteed amount for this contract is \$5,000.00.
- 3 All prices should be fully burdened rates to include profit, subcontractor profit, overhead, G&A, mobilization, labor fringes, handling fees, contractor self-vetting of employees, and insurances of all kinds with the exception of Defense Base Act (DBA) insurance.

Offerors shall prepare and submit a completed proposal for the QAR Construction Management Task Order as indicated in Section J; the Government reserves the right to award the QAR Construction Management Task Order.

-END OF PRICING SCHEDULE (BASIC CONTRACT)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Year FFP	3,500,000	Lump Sum		
	All services to be furnished under this contract shall be ordered by issuance of task orders by authorized individuals. All work performed under each Task Order shall be in accordance with the associated Statement of Work. Such orders shall be issued using the accepted proposed labor rates shown in Schedule B.2 herein. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	Option 1 FFP	3,000,000	Lump Sum		
<p>All services to be furnished under this contract shall be ordered by issuance of task orders by authorized individuals. All work performed under each Task Order shall be in accordance with the associated Statement of Work. Such orders shall be issued using the accepted proposed labor rates shown in Schedule B.2 herein. FOB: Destination</p>					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Option 2 FFP	3,000,000	Lump Sum		
<p>All services to be furnished under this contract shall be ordered by issuance of task orders by authorized individuals. All work performed under each Task Order shall be in accordance with the associated Statement of Work. Such orders shall be issued using the accepted proposed labor rates shown in Schedule B.2 herein. FOB: Destination</p>					

NET AMT

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

SECTION C
PERFORMANCE WORK STATEMENT (PWS)
Multiple Award Task Order Contract (MATOC) for
Construction Management (CM) Services
Afghanistan Engineer District (AED)

1.0 INTRODUCTION

This Performance Work Statement (PWS) is for Construction Management (CM) Services for U.S. Army Corps of Engineers, Afghanistan Engineer District (AED). Performance under this contract assists AED in with its CM mission at various projects throughout the AED Area of Operation (AO).

2.0 PERIOD OF PERFORMANCE

The duration of each Multiple Award Task Order Contract (MATOC) awarded is a one-year base contract period and up to two (2) one-year option contract periods

3.0 ORDERING

All work will be ordered by issuance of competitive Task Orders under a Request for Proposal (RFP) to the MATOC Contractors. All work shall be considered non-personal services and will have a project duration as outlined on individual Task Orders. The Contractor may not perform any work that is an "Inherently Governmental" function as defined by the Federal Acquisition Regulation (FAR).

4.0 CM Management Services

The Contractor shall furnish all personnel, equipment, materials, facilities and other requirements necessary to perform the work established in each Task Order. The Contractor shall provide sufficient staffing to accomplish a combination of the following tasks, or provide deliverables, on assigned projects/sites.

4.1 Quality Assurance Oversight

The Contractor shall perform quality assurance oversight of traditional construction projects. Primary quality assurance oversight tasks shall include, but not be limited to:

- Review of Construction Safety Plans;
- Performing construction site safety inspections;
- Perform onsite surveillance of the Construction Contractor's Quality Control System;
- Participation in the Three-Phase Inspection Process (Preparatory Inspection, Initial Inspection, Follow-up Inspection);
- Review of the Construction Contractor's schedule and providing the Resident Engineer input concerning progress, or lack thereof; and
- Monitor As-Built control documents to ensure that the Construction Contractor is incorporating completed construction information and change documents.

4.2 Technical Assistance

The Contractor shall provide personnel as necessary to accomplish the following technical assistance on assigned projects. Primary technical assistance tasks shall include, but not be limited to:

- Review technical documents, test reports and Construction Contractor submittals for completeness, technical accuracy and compliance with construction contract requirements and applicable regulations;
- Provide technical solutions and conflict resolutions related to contract drawings and specifications; and
- Participate in meetings with the AED Resident Engineer and/or Construction Contractors to address ongoing project issues;

4.3 Required Site Visits

The Contractor shall assure that Quality Assurance Representatives conduct all project and/or site visits outlined in each Task Order PWS as follows.

- Level 1 Oversight – Requires oversight visits at least three times per week;
- Level 2 Oversight – Requires oversight visits daily;
- Level 3 Oversight – Requires oversight visits required of two (2) personnel on the site daily;
- Prior to and during any concrete placements;
- Prior to concealing any mechanical / electrical work in walls, floors or ceilings;
- For all Initial Phase Inspections; and
- During System Testing and Commissioning.

4.4 Safety

Special consideration shall be made for safety, as set forth by the Corps of Engineers Safety Manual (EM385-1-1).

4.5 Quality Assurance Report

The Contractor shall submit a Quality Assurance Report for each contract site visit. The Quality Assurance Report will include the Construction Contract number, Construction Contract title, and the Construction Contractor name. It will also address weather conditions, work in progress, and the results of quality assurance inspections. The report should address any testing/commissioning which was observed during the site visit. The report should also address safety issues at the site and any corrective action taken. Frequency, format, and submittal procedures will be outlined in individual Task Orders.

4.6 Project Status Photographs

The Contractor shall prepare monthly digital photo documentation of the site to include, photographs of current field activities and facility status. Photographs should provide a general indication of the size of workforce, amount of equipment on the project site, key construction features during inspections, and upon commencement or completion of construction of key construction features or elements.

4.7 Construction Submittal Review

The Contractor shall provide written comments concerning the acceptability of proposed construction materials. Comments shall be provided to the Resident Engineer identified in each Task Order by the Quality Assurance Representative with 7 calendar days from receipt of a construction submittal from the Construction Contractor.

4.8 Meeting Minutes

The Contractor shall provide written minutes for meetings attended by the Quality Assurance Representative within 3 calendar days after the meeting. The minutes will include significant items of discussion, any action items from the meeting, and a list of attendees. Frequency, format, and submittals requirements will be outlined in individual Task Orders.

5.0 PERSONNEL QUALIFICATIONS

5.1 All Contractor personnel shall be experienced and trained for the types of work to be performed and the positions to which they are assigned. Individuals must have a demonstrated competence and ability through a combination of experience and education to adequately ensure quality construction standards are met in the Afghanistan environment by upholding both the International Building Codes and the Construction Standards, as appropriate.

5.2 Required Skills

- Possess an extensive knowledge of methods, practices, and processes of Engineering and Science disciplines and construction methodology,
- Ability to speak and read English and Dari/Pashtu fluently,
- Ability to work as part of a multidisciplinary team, and
- Proficiency in Microsoft Word.

5.3 Desired Skills

- Possess knowledge of construction-related management concepts, principles, methods, and business practices,
- Ability to use a variety of office equipment (i.e., computers, copiers, scanner, digital cameras),
- Familiar with Microsoft Excel and Power Point,
- Familiar with project scheduling, and
- Substantial skill and experience in preparing engineering reports and related material in English.

5.4 Contractor Security, Transportation, and Life-Support.

Security and transportation required will be the sole responsibility of the Contractor. Lodging and meals of its employees will also be the responsibility of the Contractor.

6.0 PROJECT MANAGEMENT

6.1 The Contractor shall plan all Construction Quality Assurance project activities, including the development, implementation, and maintenance of project schedules, events, status of resources, report(s) on the assigned activities, and provide for the ability to measure progress toward accomplishing end project objectives of each construction site and/or project. The Contractor shall document the results of the project efforts for each individual Task Order for Government review and approval using the tasks and/or deliverables outlined below.

6.1.1 Contractor's Monthly Status Report. The Contractor shall prepare and submit a monthly status report. The monthly report shall summarize the quality assurance oversight for assigned projects to include number of visits and number and type of tasks performed and/or deliverables provided. The report should also provide an estimate of the deliverables projected to be provided in the next two months. Finally, the monthly report shall include a summary of the events that occurred during the reporting period, discussion of performance, identification of problems, proposed solutions, corrective actions taken, and outstanding issues, broken out by site and/or project. Frequency, format, and submittal procedures will be outlined in individual Task Orders.

6.1.2 Meeting/Teleconference Support. The Contractor shall attend and/or support meetings and teleconferences, as required by the Contracting Officer's Representative (COR). Sites and/or projects with difficulties or which are more complex than others may require more frequent meeting / teleconference support than others. The Contractor must plan for this instance in the pricing of each individual Task Order.

6.2 Notification Requirements

The Contractor is required to notify the Contracting Officer (CO) and COR of critical issues that may affect the contract performance. On critical issues, verbal notification should be made immediately to the Contracting Officer and COR, followed by written notification as soon as practical.

6.3 The Contractor must maintain a safety-minded management team and culture. The Contractor must have the ability to respond promptly in support of several Task Orders at different locations at the same time. Exact place of performance will be determined under each Task Order.

7.0 PWS QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The purpose of this Quality Assurance Surveillance Plan is to establish the means and methods that the U.S. Army Corps of Engineers (USACE) will be using to assess Contractor performance on this contract.

7.1 USACE Roles and Responsibilities

USACE is responsible for administering the contract and ensuring that the Contractor provides technically accurate and appropriate submittals. It is not the responsibility of USACE to perform the work which the Contractor was contracted to perform. USACE will evaluate and rate the Contractor at the end of the contract/Task Order. USACE will work with the Contractor to identify and correct any deficiencies prior to those deficiencies adversely impacting the project.

7.2 Contractor Roles and Responsibilities

The Contractor is responsible for performing the work outlined in the Performance Work Statement (PWS) of each Task Order and for preparing the deliverables that meet the requirements of USACE. The Contractor is also

responsible for assuring that project oversight is accomplished on the schedule as identified in each Task Order. The Contractor will work to correct any deficiencies identified by USACE.

7.3 Methods for Performance Assessment

USACE will evaluate deliverables for each Task Order to assure that the Contractor is accomplishing field surveillance on the schedule identified in the Task Order. The level of detail for each report will be evaluated to ensure that it meets the requirements of the Task Order.

(End of Section)

Section E - Inspection and Acceptance

ACCEPTANCE OF SERVICES**E.1 ACCEPTANCE OF SERVICES**

The Contracting Officer representative (COR) for the contract will approve the inspection and acceptance of services performed by the Contractor.

E.2 CLAUSES INCORPORATED BY FULL TEXT

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

Section F - Deliveries or Performance

F.1 PERFORMANCE

All performance of the contract will be designated and coordinated with the Contracting Officer Representative (COR) for the contract. Work will be performed at the locations and times identified in each task order.

F.2 CLAUSES INCORPORATED BY FULL TEXT

CLAUSES INCORPORATED BY REFERENCE

52.242-15

Stop-Work Order

AUG 1989

Section G - Contract Administration Data

ADMINISTRATION

G.1 ADMINISTRATION OFFICE

U.S. Army Corps of Engineers
Afghanistan Engineering District
APO AE 09356
Attn: Chief of Contracting

G.2 PAYMENT OFFICE

USACE Finance Center
5722 Integrity Drive
Millington, TN 38054-5005

G.3 CLAUSES INCORPORATED BY FULL TEXT

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

Section H - Special Contract Requirements

THEATER BUSINESS CLEARANCE

H.1 COMPLIANCE WITH LAWS AND REGULATIONS.

The Contractor shall comply with, and shall ensure that its personnel and its subcontractors and subcontractor personnel at all tiers obey all existing and future U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps fragmentary orders, instructions and directives.

Contractor employees performing in the USCENTCOM Area of Operations are under the jurisdiction of the Uniform Code of Military Justice (UCMJ). Under the UCMJ, U.S. commanders may discipline contractor employees for criminal offenses. Contractors shall advise the Contracting Officer if they suspect an employee has committed an offense. Contractors shall not permit an employee suspected of a serious offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

(End of clause)

H.2 INSURANCE

DEFENSE BASE ACT INSURANCE RATES – LIMITATION – FIXED-PRICE (APR 2008)

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

Services @ \$3.50 per \$100 of compensation;

Construction @ \$7.25 per \$100 of compensation;

Security @ \$10.30 per \$100 of compensation;

Aviation @ \$17.50 per \$100 of compensation.

(b) 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: _____

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

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

WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) – SERVICES (APR 2008)

- (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 **CNA/Continental Insurance Company** 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 this 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. However, the revised rates will not be applicable until the Contractor's or Subcontractor's DBA Insurance policy is due to be renewed.
- (e) Premiums will be reimbursed only if coverage is purchased through the USACE DBA Pilot Program administered by CNA Insurance and their Managing Broker, Rutherford International.

H.3 ARMY INSTRUCTION TBC

AI 22.1 Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports (5 Nov 07): All contractors ("contractors" herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

Contractors are also required to comply with the following provisions:

- 1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
- 2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.
- 3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
- 4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet (50 sf) is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.
- 5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.
- 6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.

Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(End)

AI 25.2 Fitness for Duty and Limits on Medical/ Dental care in Afghanistan (5 Nov 07). The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

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

In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

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

Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated January 4, 2007, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

Inpatient daily rate: \$1,918.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

Outpatient visit rate: \$184.00. This includes diagnostic imaging, laboratory/pathology, and pharmacy provided at the medical facility.

(End)

AI 25.4 Quarterly Contractor Census Reporting (12 Nov 07). The prime contractor will report upon contract award and then quarterly thereafter, not later than January, 1 April, 1 July and 1 October, to JCCLJ2J5J7@pco-

iraq.net for Iraq and to BGRMPARC-A@swa.army.mil for Afghanistan the following information for the prime contract and all subcontracts under this contract:

- (1) The total number of contract employees performing on the contract who receive any support benefits, including but not limited to billeting, food, use of exchanges, laundry by host nation, US Nationals, and Third Country Nationals;
- (2) The total number of prime contract employees performing on the contract by host nation, US Nationals, and Third Country National;
- (3) The total number of subcontractor employees performing on the contract by subcontractor, host nation, US Nationals, and Third Country National;
- (4) The company names and contact information of its subcontractors at all tiers; and
- (5) The name of all company POCs who are responsible for entering and updating employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFAR 252.225-7040 DOD class deviation 2007-O0004 or DFAR DOD class deviation 2007-O0010.

(End)

AI 26.6 Projected Afghan and Third Country National (TCN) Employment (5 Nov 07)

Projected Afghan Employment

Collecting & Reporting Employment Statistics

The purpose of this clause is to collect data on the projected number of Afghans employed for the term of the contract. Offerors are required to identify in the space provided below the total projected number that will be directly employed in the performance of this contract.

Employment is the total number of Afghan persons expected to be on the payroll (contractors, subcontractors, & sub-subcontractors) employed full or part time who received pay for my part of the term of the contract. Temporary and intermittent employees are included, as are any workers who are on paid sick leave, on paid holiday, R&R leave or who work during only part of the pay period." Enter into spaces provided in item #1. Next enter in the spaces provided in item #2 what is the average number employed throughout the term of the contract. Item #3 An "Afghan-Based Company" is a company (including a subsidiary company) whose principal place of business is located within Afghanistan.

1. Total Afghan (Afghan Residents) Employed:

Afghan: Men _____

Afghan: Females _____

Total: _____

2. Average Afghans (Afghan Residents) Employed:

Afghan: Men _____

Afghan: Females _____

Total: _____

1. Is your company an "Afghan Based" company? Yes ___ No ___. If no, what country is your company registered/incorporated: _____

2. Afghan Company Certification. The offeror ____ is or ____ is not an Iraqi owned firm.

If the firm is Afghan owned, the Ministry of Trade registration/license number is:

_____.

(End)

H.4 AUTHORITY

The contractor shall not in any way represent that he is a part of the United States Government or that he has the authority to contract or procure supplies on the credit of the United States of America.

H.5 CONDUCT OF PERSONNEL

This contract is a "Non-personal Services Contract" as defined in FAR Part 37.101. It is, therefore, understood and agreed that the contractor and/or the contractor employees:

- a. Shall perform the services specified herein as independent contractors, not as employees of the Government.
- b. Shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with all technical, schedule or financial requirements or constraints attendant to the performance of the contract.
- c. Shall be free from supervision or control by any Government employee with respect to the manner or method of performance of the services specified; but
- d. Shall, pursuant to the Government's right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative of the Contracting Officer as is necessary to ensure accomplishment of the contract objectives.
- e. Shall conduct themselves in a professional manner, keeping in mind this is a "customer service" oriented contract.

H.6 CLASS DEVIATION 2007-O0010

CLASS DEVIATION 2007-O0010, IMPLEMENTATION OF THE SYNCHRONIZED PREDEPLOYMENT AND OPERATIONAL TRACKER (SPOT) TO ACCOUNT FOR CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY.

(i) "Performance in the United States Central Command Area of Responsibility (USCENTCOM AOR)" means performance of a service or construction, as required by the contract. For supply contracts, production of the supplies or associated overhead functions are not covered, but services associated with the acquisition of the supplies are covered (e.g., installation or maintenance).

(ii) If a contract requires performance in the USCENTCOM AOR, but some personnel performing the contract are authorized to accompany the U.S. Armed Forces, and other personnel performing the contract are not authorized to accompany the U.S. Armed Forces, include in the solicitation and contract both the clause at DFARS 252.225-7040 and the clause provided by Class Deviation 2007-O0010. Paragraph (b)(1) of each clause limits the applicability of the clause to the appropriate personnel. There are differences between the two clauses, primarily in Government support to contractor personnel (e.g., security protection and limited medical treatment) and potential applicability of the Uniform Code of Military Justice to contractor employees that are authorized to accompany the U.S. Armed Forces.

(iii) The requirements of paragraph (g) of the clause in Class Deviation 2007-O0010 are not applicable to subcontracts for which the period of performance of the subcontract is less than 30 days.

(iv) In exceptional circumstances, the head of the agency may authorize deviations from the requirements of Class Deviation 2007-O0010, in accordance with FAR Subpart 1.4 and DFARS Subpart 201.4.

(v) Registration in SPOT.

(A) Register for a SPOT account at <https://spot.altess.army.mil> .

(B) The customer support team must validate user need. This process may take 2 business days. Company supervisors will be contacted to determine the appropriate level of user access.

(vi) Access to SPOT. Upon approval, all users will access SPOT at <https://spot.altess.army.mil> .

(vii) SPOT Questions. Refer SPOT application assistance questions to the Customer Support Team at (717) 506-1368 or spot@technisource.com .

(End of Clause)

H.7 OTHER INDEPENDENT CONTRACTS

The Government may award or has awarded other contracts independent of this contract. Initial coordination required between contractors performing other contracts and this contract will be made by the Government. The Contractor shall fully support and cooperate with the other contractors and with Government personnel. The Contractor shall refer unresolved disputes with other contractors to the Contracting Officer within 1 workday from the time the dispute occurs.

(End of Clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.207-3	Right of First Refusal of Employment	MAY 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-6	Place of Performance	OCT 1997
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.217-5	Evaluation Of Options	JUL 1990
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.223-6	Drug-Free Workplace	MAY 2001
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
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-1	Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	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
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004

52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
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
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
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
252.228-7001	Ground And Flight Risk	SEP 1996
252.228-7003	Capture and Detention	DEC 1991
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
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
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **thirty (30) calendar days before contract expiration.**

(End of clause)

52.222-29 NOTIFICATION OF VISA DENIAL (JIUN 2003)

It is a violation of Executive Order 11246 for a Contractor to refuse to employ any applicant or not to assign any person hired in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island, on the basis that the individual's race, color, religion, sex, or national origin is not compatible with the policies of the country where or for whom the work will be performed (41 CFR 60-1.10). The Contractor shall notify the U.S. Department of State, Assistant Secretary, Bureau of Political-Military Affairs (PM), 2201 C Street NW., Room 6212, Washington, DC 20520, and the U.S. Department of Labor, Deputy Assistant Secretary for Federal Contract Compliance, when it has knowledge of any employee or potential employee being denied an entry visa to a country where this contract will be performed, and it believes the denial is attributable to the race, color, religion, sex, or national origin of the employee or potential employee.

(End of clause)

252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (JUN 2005)

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

(b) This clause applies only if the Contractor is--

(1) A concern incorporated in the United States (including a subsidiary that is incorporated in the United States, even if the parent corporation is not incorporated in the United States); or

(2) An unincorporated concern having its principal place of business in the United States.

(c) On each invoice, voucher, or other request for payment under this contract, the Contractor shall identify that part of the requested payment that represents estimated expenditures in the United States. The identification--

(1) May be expressed either as dollar amounts or as percentages of the total amount of the request for payment;

(2) Should be based on reasonable estimates; and

(3) Shall state the full amount of the payment requested, subdivided into the following categories:

(i) U.S. products--expenditures for material and equipment manufactured or produced in the United States, including end products, components, or construction material, but excluding transportation;

(ii) U.S. services--expenditures for services performed in the United States, including all charges for overhead, other indirect costs, and profit under construction or service contracts;

(iii) Transportation on U.S. carriers--expenditures for transportation furnished by U.S. flag, ocean, surface, and air carriers; and

(iv) Expenditures not identified under paragraphs (c)(3)(i) through (iii) of this clause.

(d) Nothing in this clause requires the establishment or maintenance of detailed accounting records or gives the U.S. Government any right to audit the Contractor's books or records.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

RELC - KUNDUZ TASK ORDER
KUNDUZ TASK ORDER FOR EVALUATION**PERFORMANCE WORK STATEMENT
CONSTRUCTION MANAGEMENT (CM) SERVICES
KUNDUZ RESIDENCE OFFICE
COTRACT:
TASK ORDER: 0001
18 June 2008****CONSTRUCTION MANAGEMENT (CM) SERVICES FOR KUNDUZ RESIDENT OFFICE****INTRODUCTION**

This Performance Work Statement (PWS) defines requirements for Construction Management (CM) services to be provided to the US Army Corps of Engineers (USACE), Afghanistan Engineer District (AED). The purpose of this Task Order is to provide CM services for projects assigned to the Kunduz Resident Office, Afghanistan. Technical services shall be performed by individuals with the necessary expertise, in terms of knowledge and experience, to undertake the specified task. Individuals assigned to this Task Order must have a demonstrated competence and ability through a combination of experience and education to adequately ensure quality construction standards are met in the Afghanistan environment by upholding both the International Building Codes and the Construction Standards as appropriate.

1.0 SCOPE

The Contractor shall furnish all personnel, equipment, materials, facilities and other requirements as necessary to perform the tasks described herein. Security and transportation required will be the sole responsibility of the Contractor. Lodging and meals of its employees will also be the responsibility of the Contractor.

2.0 PERFORMANCE OBJECTIVES

The Contractor shall accomplish the required quality assurance oversight of sites and/or projects listed herein and provide the identified deliverables to the USACE Resident Engineer.

The attached list of Sites / Projects require contractor performance under this task order.

3.0 CONSTRUCTION MANAGEMENT SERVICES REQUIREMENTS

3.1 Required Tasks. The contractor shall provide sufficient staffing to accomplish tasks on assigned projects including, but not limited to, the tasks defined in Section C of the basic MATOC contract.

- Quality Assurance Oversight
- Technical Assistance
- Required Site Visits - The Contractor shall assure that Quality Assurance Representatives conduct all project site visits as follows. (SEE ATTACHMENT A)

3.2 Required Deliverables. All deliverables below shall be submitted to the USACE Resident Engineer or the designated representative

- Quality Assurance Report – shall be submitted electronically within 3 calendar days after the site visit.
- Project Status Photographs – shall be submitted electronically on a monthly basis during performance of the construction effort.

-- Construction Submittal Review -- shall be provided within 7 calendar days from receipt of a construction submittal from the Construction Contractor.

-- Meeting Minutes -- shall be provided in writing electronically within 3 calendar days after the meeting.

4.0 EMPLOYEE KNOWLEDGE AND SKILLS

The following skill sets are identified for Quality Assurance Representatives who shall perform tasks and/or support the Construction Management Services for this task order.

4.1 Required Skills

- Possess an extensive knowledge of methods, practices, and processes of Engineering and Science disciplines and construction methodology
- Ability to speak and read English and Dari/Pashtu fluently
- Ability to work as part of a multidisciplinary team, and
- Proficiency in Microsoft Word

4.2 Desired Skills

- Possess knowledge of construction management concepts, principles, methods, and practices
- Ability to use a variety of office equipment (i.e. computers, copiers, scanner, digital cameras)
- Familiar with Microsoft Excel and Power Point
- Familiar with project scheduling, and
- Substantial skill and experience in preparing engineering reports and related material in English

5.0 TASK ORDER MANAGEMENT, PLANNING, AND REPORTING SERVICES

The Contractor shall plan all Construction Quality Assurance project activities, including the development, implementation, and maintenance of project schedules, events, status of resources, report(s) on the assigned activities, and provide for the ability to measure progress toward accomplishing end project objectives of each construction site and/or project in Attachment A. The Contractor shall document the results of the project efforts for this task order for Government review and approval using the following tasks and/or deliverables as outlined in Section C of the basic MATOC contract and listed herein.

-- Contractor's Monthly Status Report – shall be submitted electronically to the USACE Resident Engineer no later than the 5th of each month.

-- Meeting/Teleconference Support - shall attend and/or support meetings and teleconferences, as required by the Contracting Officer's Representative (COR).

-- Notification Requirements – The Contractor is required to notify the Contracting Officer (CO) and COR of critical issues that may affect the contract performance. On critical issues, verbal notification should be made immediately, followed by written notification as soon as practical.

6.0 AUTHORITIES AND TECHNICAL DIRECTION

The Contractor shall take no direction from any Government employee or any other person other than the Government Contracting Officer that changes the terms and conditions of this contract action, the scope, or any change that impacts the cost, price or schedule. Changes authorized by the Contracting Officer will be in the form of a written, official, signed modification to the contract action received by the Contractor before the Contractor will act upon those changes. The Contractor will comply with the Changes clause of this contract when the Contractor believes direction has been given from persons other than the Government Contracting Officer that equate to a change by notifying the Contracting Officer as directed by the clause. Any direction given by any Government employee or any other person outside their authority must be reported to the Contracting Officer. Contracting Officer Representatives (CORs) are limited to the authorities stated in the COR appointment letter.

7.0 PAYMENTS UNDER SERVICE CONTRACTS

Invoices for payment shall be submitted upon completion of tasks as outlined in the negotiated Milestone Payment Schedule of this contract. Invoices shall be submitted to:

Copy to:
USACE, AED
ATTN: E&C, Contract Administration Branch
Qalaa House
US Army Corps of Engineers, House 1, Street 1, West Wazir Akbar Khan (behind Aman High School), Kabul, Afghanistan.

The Government shall pay the contractor upon submission of proper invoices for services delivered and accepted for the portion of the work actually performed under the contract. Payment shall be made as indicated in the contract's Bid Schedule, not on the percentage of completion.

8.0 PERIOD OF PERFORMANCE

The period of performance for this task order is indicated by the site/projects listing which is attached.

9.0 PREPROPOSAL CONFERENCE

The Preposal Conference shall be held at 0900 a.m. on June 30, 2008 at AED Qalaa House, Kabul, Afghanistan.

J.1 BIDDER INSTRUCTION

1. The offeror is instructed to: Review the task order's Scope of Work, located in this Section J of this solicitation.

2. The offeror is to provide a breakout of the proposed costs with their proposal for this task order.

J. 2 PRICING SCHEDULE NOTES

**Pricing and Milestone Payment Schedule
Construction Management Services –Task Order #1
Kunduz resident Office**

Sep-08	LS _____
Oct-08	LS _____
Nov-08	LS _____
Dec-08	LS _____
Jan-08	LS _____
Feb-08	LS _____
Mar-08	LS _____
Apr-08	LS _____
May-08	LS _____
Jun-08	LS _____
Jul-08	LS _____
Aug-08	LS _____
Sep-09	LS _____

Total _____

Monthly pricing includes all personnel, equipment, materials facilities and other requirements necessary to perform the work at the project / sites identified in the schedule of work.

QASP

J.3 PRICING SECHDULE NOTES

Offeror shall submit prices on all items.

Total of all line items for Task Order 0001 must include the costs of vetting Contractor’s personnel and compliance with all regulatory requirements in Afghanistan.

J.4. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

CONSTRUCTION MANAGEMENT (CM) SERVICES QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1.0 Purpose

The purpose of this Quality Assurance Surveillance Plan (QASP) is to establish the means and methods that the U.S. Army Corps of Engineers (USACE) will be using to assess Contractor performance on this contract.

2.0 Roles and Responsibilities

2.1 USACE Roles and Responsibilities

USACE is responsible for administering the contract and ensuring that the Contractor provides technically accurate and appropriate submittals. It is not the responsibility of USACE to perform the work which the Contractor was contracted to perform. USACE will evaluate and rate the Contractor at the end of the contract. USACE will work with the Contractor to identify and correct any deficiencies prior to those deficiencies adversely impacting the project.

2.2 Contractor Roles and Responsibilities

The Contractor is responsible for performing the work outlined in the Performance Work Statement. The Contractor is responsible for preparing the deliverables that meet the requirements of USACE. The Contractor is responsible for assuring that project oversight is accomplished on the schedule as identified in the Task Order. The Contractor will work to correct any deficiencies identified by USACE.

3.0 Methods for Performance Assessment

USACE will evaluate deliverables for each Task Order to assure that the Contractor is accomplishing field surveillance on the schedule identified in the Task Order. The level of detail for each report will be evaluated to ensure that it meets the requirements of the Task Order.

4.0 Performance Objectives

The performance objectives for each site or project are as follows:

- (1) Completion of all Quality Assurance Surveillance on assigned projects in accordance with USACE AED construction management procedures.
- (2) Completion of all required deliverables on schedule.
- (3) Recommended acceptance of facilities or projects constructed by AED based on the Contractor's sound engineering and construction experience.

5.0 Performance Measurements

The following performance measurements will be used to assess contractor performance for the objectives in paragraph 4.0:

- (1) No instances of AED involvement to correct Quality Assurance issues as part of required performance by the CM Services contractor.
- (2) No instances of late deliverables due to a lack of progress or performance by the CM Services contractor.

6.0 Performance Surveillance Method

The Government may observe the Contractor's performance by any means available to include inspection of the project / site by Government representatives, review of deliverables, review during contractor performance of tasks, random periodic inspections, review of contractor personnel qualifications, etc.

7.0 Withholding of Payment for Poor Performance

Milestone payments may be held or reduced by the Government should surveillance and performance measurements indicate substandard Contractor performance in accordance with this QASP. Any withholding or reduction of payments will be determined by the Contracting Officer. The Contractor will be notified in writing of the reason for the hold or reduction of any Milestone Payment due. The Contractor will be given fair opportunity to correct performance in a timely manner in order to achieve full payment.

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 2007
52.204-3	Taxpayer Identification	OCT 1998
52.209-5	Certification Regarding Responsibility Matters	MAY 2008
52.215-6	Place of Performance	OCT 1997
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-52	Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification	NOV 2007
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	OCT 2006
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is ----- 236220.

(2) The small business size standard is ----- \$31,000,000.00

(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

**SECTION L
CONSTRUCTION MANAGEMENT (CM) SERVICES Kunduz Residence Office
LOW-PRICED, TECHNICALLY ACCEPTABLE (LPTA)**

PROPOSAL PREPARATION

1. INQUIRIES

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

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

U.S. Army Corps of Engineers (USACE)
Afghanistan Engineer District (AED)
Qalaa House, Attention: Stella M. LeJeune
Kabul, Afghanistan

E-MAIL ADDRESS: Stella.M.LaJeune @usace.army.mil

Please include the solicitation number, and project title with your questions. Written inquiries must be received by this office not later than 4 calendar days prior to the date set for receipt of offers.

Oral explanations or instructions are not binding. Any information given to an offeror which impacts the solicitation and/or offer will be given in the form of a written amendment to the solicitation.

As this is a competitive negotiation acquisition, there is no public bid opening and no information will be given out as to the number of offerors or the results of the competition until all awards are made.

2. DIRECTIONS FOR SUBMITTING PROPOSALS

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

MARK PACKAGES:
Solicitation No. W917PM-08-R-0056
Offer Closing Date: 14 July 2008
Offer Closing Time: 5:00PM
(LOCAL KABUL TIME)

ADDRESS PACKAGES TO:
U.S. Army Corps of Engineers (USACE)
Afghanistan Engineer District (AED)
Qalaa House, Attention: Stella M. LeJeune
Kabul, Afghanistan

Special Instruction Pertaining to Hand Carried Offers: Hand-carried offers must be delivered to the USACE AED offices, Qalaa House, Kabul, Afghanistan. Offerors who desire to hand-deliver their offers notify the Contract Specialist **in advance** in order to be met at the entrance gate to Qalaa House Compound.

3. PREPROPOSAL CONFERENCE / SITE VISIT

A preproposal conference has not been scheduled at this time.

IMPORTANT NOTES. (1) Remarks and explanations addressed during the conference shall not qualify or alter the terms and conditions of the solicitation. (2) The terms and conditions of the solicitation remain unchanged unless the solicitation is formally amended in writing.

4. TELEGRAPHIC OFFERS - - TELEGRAPHIC OFFERS ARE NOT ACCEPTABLE.

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

5. FACSIMILE OFFERS

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

6. PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS

a. REQUIREMENT FOR SEPARATE PRICE AND TECHNICAL PROPOSALS.

(1) Each Offeror must submit both a Price Proposal and a Technical Proposal. The Price Proposal and the Technical Proposal must be submitted as separate volumes. Ensure that the outside of each separate volume is clearly marked to indicate its contents; and the identity of the offeror. Additionally, clearly identify the "original" cost/price proposal and the "original" technical proposal on the outside cover.

(2) Both the Price Proposal and the Technical Proposal must be received by the closing date and time set for receipt of proposals.

(3) No dollar amounts from the Price Proposal are to be included in the Technical Proposal.

(4) All information intended to be evaluated as part of the Technical Proposal must be submitted as part of the Technical Proposal. Do not merely cross-reference similar material in the Price Proposal, or vice versa. Also, do not include links to websites in lieu of incorporating information into your proposal.

(5) Do not include exceptions to the terms and conditions of the solicitation in either the technical or price proposal. Should the offer include any standard company terms and conditions that conflict with the terms and conditions of the solicitation, the offer may be determined "unacceptable" and thus ineligible for award. Should the offeror have any questions related to specific terms and conditions, these should be resolved prior to submission of the offer. Notwithstanding the above, the Offeror must clearly describe in the Proposal Cover Sheet submitted with the Price Proposal any exceptions to the contractual and/or technical terms and conditions of the solicitation contained in the Offer.

b. DISCUSSIONS. The Government **does not** intend to enter into discussions with offerors prior to determining those contractors within the competitive range, in accordance with FAR 52.215-1, Instructions to Offerors—Competitive Acquisitions, Alternate I.

c. COST OR PRICING DATA. Offerors are not required to submit Cost or Pricing Data with their offers.

d. GENERAL INSTRUCTIONS.

(1) Submit only the hard-copy paper documents and the electronic files specifically authorized and/or required elsewhere in this section. Do not submit excess information, to include audio-visual materials, electronic media, etc.

(2) Use only 8 ½ by 11 inch paper for hard copy submissions, unless another paper size is specifically authorized elsewhere in this section for a particular submission. Do not use fold-outs (e.g., 11" x 14" or 11" x 17" sheets) unless specifically authorized in this section for a particular submission. Do not use a font size smaller than 10, an unusual font style such as script, or condensed print for any submission. All page margins must be at least 1 inch wide, but may include headers and footers.

(3) The preferred method for assembling your proposals is to use three-ring binders; however, the use of pressboard or other report covers with compression or other type fasteners is acceptable. Do not use spring clamps or exceed the recommended capacity of the fastener or binder. Do not use plastic multi-hole/spiral binding systems, heat binding systems, or other systems which do not facilitate the ready insertion of additional pages.

(4) "Confidential" projects cannot be submitted to demonstrate capability unless all of the information required for evaluation as specified herein can be provided to the Government as part of the Offeror's technical proposal. Offerors that include in their proposals information that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must be clearly marked in accordance with the instructions at FAR 52.215-1, "Instructions to Offerors—Competitive Acquisition", paragraph (e), "Restriction on disclosure and use of data".

(5) In the case of an Offeror that is part of a large, multi-segmented business concern, provide information directly pertaining to the specific segment of the business concern (i.e., the division, group, unit, etc.) that will perform work under the prospective contract.

(6) For submissions with page limitations, the pages will be counted as follows: One side of the paper is one page; information on both the back and front of one sheet of paper will be counted as two pages. Where authorized, fold-out pages (11" x 14" or 11" x 17") will count as one page. Pages furnished for organizational purposes only, such as a "Table of Contents" or divider tabs, are not included in the page limitation.

e. SPECIFIC INSTRUCTIONS FOR THE PRICE PROPOSAL

(1) Number of Sets of the Price Proposal. Submit the ORIGINAL and ONE additional hard copy sets of the Price Proposal.

(2) Size Restrictions and Page Limits. Use only 8 ½" x 11" pages. There are no page limits set for the price proposal. However, limit your response to information required by this solicitation. Excess information will not be considered in the Government's evaluation.

(3) Format and Contents of the Price Proposal and List of Tabs. The Price Proposal shall be appropriately labeled as such and shall be organized as indicated in the following chart.

TAB	CONTENTS OF THE PRICE PROPOSAL
#1	The Proposal Cover Sheet
#2	The SF33 and SF30's (Acknowledgement of Amendments)
#3	Section B, Pricing Schedule
#4	Representations, Certifications, and Other Statements of Offerors
#5	JV Agreement, if applicable.

(4) Detailed Submission Instructions for the Price Proposal

TAB 1: The proposal cover sheet is required by FAR 52.215-1(2) (c) (i)-(v) and must be submitted by all offerors. This provision, titled "Instructions to Offerors—Competitive Acquisition," and the format for the proposal cover sheet are furnished elsewhere in this section.

TAB 2: The SF 33, Solicitation, Offer, and Award is to be completed by all Offerors and duly executed with an original signature by an official authorized to bind the company in accordance with FAR 4.102.

Any and all amendments must be acknowledged by all Offerors in accordance with the instructions on the Standard Form 30, Amendment of Solicitation.

TAB 3: Section B is to be completed in its entirety by all Offerors. See Section B with attached notes, for further instructions.

TAB 4: All Offerors must have electronically completed the annual representations and certifications on the "Online Representations and Certifications Application" (ORCA) website or respond with the completed representations / certifications found in the solicitation.. The offerors are responsible for ensuring that these on-line Representations and Certifications are updated as necessary to reflect changes, but at least annually to ensure that they are kept current, accurate and complete. Additionally, the offeror must also complete and return the "Representations, Certifications, and Other Statements of Offerors" included in the solicitation. If the offeror is a Joint Venture, all participants must separately complete both the ORCA Representations and Certifications.

TAB 5: If the Offeror is a Joint Venture (JV), include a copy of the JV Agreement. If a JV Agreement has not yet been finalized/approved, indicate its status. JV Agreements must clearly indicate the percentages of the JV participants, in particular the percent of the controlling party, and a clear delineation of responsibilities and authorities between the JV parties.

f. SPECIFIC INSTRUCTIONS FOR THE TECHNICAL PROPOSAL

(1) Number of Sets of the Technical Proposal. Submit the ORIGINAL and ONE (1) additional set of the written Technical Proposal, with each set separately packaged.

(2) Format and Contents of the Technical Proposal and List of Tabs. The original and all copies of the technical proposal will be appropriately labeled as such. Each set shall be organized using the

tabs specified in the following chart. Note: The main tabs directly correlate to the evaluation factors identified in Section M.

TAB	CONTENTS OF THE TECHNICAL PROPOSAL
Factor #1	EXPERIENCE
Factor #2	PERSONNEL
Factor #3	PAST PERFORMANCE

(3) Page Limitations. See paragraphs 6.d.(2) and 6.d.(6) above for format and page count instructions. The following page limitations are established for each factor described above:

- Factor #1, Experience – Limited to 5 pages (a maximum of 5 forms)
- Factor #2, Personnel – Limited to 1 page for each resume provided
- Factor #3, Past Performance – No page limitation

Tables of content, proposal cover letters, and tabs between proposal information do not count toward any page limitations in the proposal.

(4) Detailed Submission Requirements for the Technical Proposal. The following is a detailed description of the information to be submitted under each TAB.

(i) **TAB 1: FACTOR 1, EXPERIENCE:** Demonstrate the experience of the offeror and/or proposed team, including sub-contractors, on projects that are the same or similar to that described in the solicitation.

The Contractor must submit a minimum of one, no more than five (5), "Experience Information" forms, attached at the end of this section, in response to this factor. All blocks must be filled in and all data should be accurate, current, and complete. EIF's submitted must show that the value of the work performed is over \$1,00,000.00 and was completed or underway in the last 3 years.

If any of the information required is not included in the form then the contractor will be considered non-responsive and evaluated as unacceptable.

(ii) **TAB 2: FACTOR 2, PERSONNEL:** The offeror must provide resume data for the Quality Assurance Representatives to perform under this task order..

Resume information to be provided shall be limited to no more than one (1) page per person and shall include the following information as a minimum:

- Name and title
- Project assignment
- Name of firm with which associated
- Years experience with this firm and with other firms
- Education degree(s), year, specialization, if applicable
- Active professional registration, year first registered, if applicable
- Other experience and qualifications relevant to same/similar work required under this

contract

All key personnel meet the requirements of Section C, paragraphs 5.1 an 5.3.

(iii) **TAB 3: FACTOR 3, PAST PERFORMANCE:** For the projects listed under Factor 1 – Experience, provide letters of recommendations, commendations and/or awards. The Contractor Performance Assessment Reporting System (to include ACASS, CCASS, and CPARS) will be utilized to validate past performance ratings on Department of Defense contracts, as well as any other past performance information the Government has available to evaluate a contractor's past performance.

The Government may contact references provided as part of Factor 1 – Experience for information regarding the offeror's past performance on the project and for the purposes of assessing and verifying the scope of the work performed. Offerors should provide accurate, current, and complete contact information for references provided in the project descriptions.

7. Proposal Cover Sheet

PROPOSAL COVER SHEET	
1.	Solicitation Number:
2.	The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available):
3.	A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item. Statement to include any exceptions in technical or cost/price proposal or exceptions inherent in Offeror's standard terms and conditions.
4.	Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation:
5.	Name, title, and <u>signature</u> of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

8. SOURCE SELECTION USING THE LOW-PRICED, TECHNICALLY ACCEPTABLE PROCESS. An evaluation for acceptability will be performance on each proposal in accordance with FAR 15.101-2(b). The proposal that provides the lowest price and is otherwise technically acceptable in all factors will be selected for award. To be considered technically acceptable, no technical factor in the proposal may be determined to be unacceptable. The failure of a proposal to meet any of the factors will result in a technically unacceptable rating and preclude award. See also Section M.

L.1 PROVISIONS INCORPORATED BY FULL TEXT

9. 52.215-1 -- Instructions to Offerors -- Competitive Acquisition.

As prescribed in [15.209\(a\)](#), insert the following provision:

Instructions to Offerors -- Competitive Acquisition (Jan 2004)

(a) *Definitions.* As used in this provision --

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.”

“In writing,” “writing,” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award,

subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
 - (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

10. DEFENSE BASE ACT INSURANCE RATES – LIMITATION – FIXED-PRICE (APR 2008)

(a) The U. S. Army Corps of Engineers (USACE) has entered into a contract with CNA/Continental Insurance Company to provide all Defense Base Act (DBA) insurance to USACE contractors at a contracted rate. The rates for this insurance are as follows:

Services @ \$3.50 per \$100 of compensation;

Construction @ \$7.25 per \$100 of compensation;

Security @ \$10.30 per \$100 of compensation;

Aviation @ \$17.50 per \$100 of compensation.

(b) 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: _____

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

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

WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) – SERVICES (APR 2008)

(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 CNA/Continental Insurance Company 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 this 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. However, the revised rates will not be applicable until the Contractor's or Subcontractor's DBA Insurance policy is due to be renewed.

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

EXPERIENCE INFORMATION**(To be completed by Contractor)**

1. Contractor: Name: Address:	2. Contract /Task Order(TO) /Purchase Order (PO) Number:
	3. Contract/TO/PO Dollar Value:
	4. Contract/TO /PO Status: <input type="checkbox"/> Active <input type="checkbox"/> Complete Completion Date (w/ extensions):
5. Project Title: Location:	
6. Project Description:	
7. Project Owner or Project Manager for the Client – provide: Name: Address: Telephone Number and E-mail:	

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	APR 2008
52.207-1	Notice Of Standard Competition	MAY 2006
52.214-3	Amendments To Invitations For Bids	DEC 1989
52.214-4	False Statements In Bids	APR 1984
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (Jan 2004) - Alternate I	OCT 1997
52.216-27	Single or Multiple Awards	OCT 1995
52.232-13	Notice Of Progress Payments	APR 1984
52.237-10	Identification of Uncompensated Overtime	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award from two (2) to five (5) Firm Fixed Price contracts as a result of this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **US Army Corps of Engineers, House 1, Street 1, West Wazir Akbar Khan (behind Aman High School), Kabul, Afghanistan.**

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

(End of provision)

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

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

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

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

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

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

(End of provision

Section M - Evaluation Factors for Award

FACTORS FOR AWARD

SECTION M
CONSTRUCTION MANAGEMENT (CM) SERVICES Kunduz Residence Office
LOW-PRICED, TECHNICALLY ACCEPTABLE (LPTA)

PROPOSAL EVALUATION AND CONTRACT AWARD

1. ELIGIBILITY FOR CONTRACT AWARD. In accordance with the FAR, no contract shall be entered into unless the contracting officer ensures that all requirements of law, executive orders, regulations, and all other applicable procedures, including clearances and approvals, have been met. This includes the FAR requirement that no award shall be made unless the contracting officer makes an affirmative determination of responsibility. To be determined responsible, a prospective contractor must meet the general standards in FAR Part 9 and any special standards set forth in the solicitation.

2. SOURCE SELECTION USING THE LOW-PRICED, TECHNICALLY ACCEPTABLE PROCESS. An evaluation for acceptability will be performance on each proposal in accordance with FAR 15.101-2(b). The proposal that provides the lowest price and is otherwise technically acceptable in all factors will be selected for award. To be considered technically acceptable, no technical factor in the proposal may be determined to be unacceptable. The failure of a proposal to meet any of the factors will result in a technically unacceptable rating and preclude award.

3. BASIS OF AWARD. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors. Tradeoffs are not permitted. Proposals are evaluated for acceptability but not ranked using non-cost/price factors.

4. EVALUATION OF THE PRICE PROPOSALS

a. Price will be evaluated and considered but will not be scored or combined with other aspects of the proposal evaluation. The proposed prices will be analyzed for reasonableness. They may also be analyzed to determine whether they are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the information provided by the Offeror. Additionally, all offers will be analyzed for unbalanced pricing.

b. The otherwise technically-acceptable, lowest-priced offeror may be required to confirm its price on either a CLIN, element, or total price basis, and/or provide additional information in support of their price, prior to contract award at the Government's request and discretion.

c. Other Award Factors: The Contracting Officer shall consider several factors in the selection process which are important, but not quantified, such as:

- (1) Agreement by the offeror to all general and special contract provisions and clauses.
- (2) Determination of responsibility of the contractor by the Contracting Officer in accordance with the provisions of the Federal Acquisition Regulation, Part 9.1. In order to be determined responsible, a prospective contractor must:
 - (a) Have adequate financial resources to perform the contract or the ability to obtain them.
 - (b) Be able to comply with the required or proposed delivery or performance schedule taking into consideration all existing commercial and Governmental business commitments.;
 - (c) Have a satisfactory performance record.
 - (d) Have a satisfactory record of integrity and business ethics.
 - (e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.

(f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them.

(g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

5. **EVALUATION OF THE TECHNICAL PROPOSAL.** The Technical Proposal will be evaluated based on the following evaluation criteria:

a. **FACTOR 1: EXPERIENCE:** The Government will review the project experience of the offeror, including subcontractors, on projects provided in response to Section L, Factor 1. Offerors must meet all of the following minimum acceptability standards to receive a “GO” or acceptable rating on this factor:

- Offeror must have at least one (1) projects that are same/similar to that of the work found in this solicitation; AND
- the projects submitted must be valued at over \$100,000.00, and they must have been completed, or underway, within the last 3 years.

Failure to demonstrate the minimally acceptability standards under this factor will result in a “NO GO” or unacceptable rating and possible elimination from further consideration for contract award.

b. **FACTOR 2: PERSONNEL:** The Government will review the resumes provided in response to Section L, Factor 2. Offerors must demonstrate all of the following minimum acceptability standards to receive a “GO” or acceptable rating on this factor.

- Have experience providing construction management services on projects same/similar to the work in this solicitation working in the position they are assigned to under this contract.

Failure to demonstrate the minimally acceptability standards under this factor will result in a “NO GO” or unacceptable rating and possible elimination from further consideration for contract award.

c. **FACTOR 3: PAST PERFORMANCE:** The Government will review the letters of reference submitted by the offeror in response to Section L, Factor 1, and may contact points of contacts listed on the “Experience Information” forms submitted under Factor 1. Offerors must demonstrate the following minimum acceptability standards to receive a “GO” or acceptable rating on this factor:

- All past or current references must recommend either hiring or using the offeror again for future work and/or reflect positive performance of the work requirements.
- Favorable letters of commendations, references or recommendations have been submitted for the project(s) submitted under Factor 1.

Failure to demonstrate the minimally acceptable criteria under this factor will result in a “NO GO” or unacceptable rating and elimination from further consideration for contract award. Offerors with no past performance information will receive a “NO GO” or unacceptable rating for this factor.

6. **GENERAL TECHNICAL CRITERIA**

a. Material omission(s) may cause the technical proposal to be rejected as unacceptable.

b. Proposals which are generic, vague, or lacking in detail may be considered unacceptable. The offeror’s failure to include information that the Government has indicated should be included may result in the proposal being found deficient if inadequate detail is provided.

c. The Government cannot make award based on a deficient offer. Therefore, receipt of a "NO GO" determination of acceptability for any factor will make the offer ineligible for award, unless the Government elects to enter into discussions with that Offeror and all deficiencies are remedied in a revised proposal.

CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)