

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 78	
2. CONTRACT NO.		3. SOLICITATION NO. W917PM-08-R-0116	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 13 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 _____ 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 _____ until _____ local time _____ (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 KATHERINE K CLEMENS	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS katherine.k.clemens@usace.army.mil
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11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	56 - 57
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 36	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	37	X	J	LIST OF ATTACHMENTS	58 - 62
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	38 - 40	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	63 - 66
X	F	DELIVERIES OR PERFORMANCE	41 - 44				
X	G	CONTRACT ADMINISTRATION DATA	45	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	67 - 74
X	H	SPECIAL CONTRACT REQUIREMENTS	46 - 55	X	M	EVALUATION FACTORS FOR AWARD	75 - 78

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	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

INSTRUCTIONS TO OFFERORS**INSTRUCTION TO OFFERORS**

1. Offeror shall submit prices on all items identified in the proposal schedule for Region 4 – North-East.
2. The Pricing Schedule requires use of fully burdened hourly labor rates and fully burdened unit prices for all anticipated Other Direct Costs (ODCs). “Fully Burdened” for the prime contractor means the direct cost (labor or ODC) plus all indirect costs and mark-ups consistent with the prime’s accounting system for which the prime expects payment INCLUDING profit. The profit for the prime contractor will be negotiated for each task order. “Fully Burdened” for the subcontractors means the direct cost (labor or ODC) plus all indirect costs and mark-ups consistent with the subcontractor’s accounting system for which the subcontractor expects payment INCLUDING profit. The offeror and their subcontractors will account for all of their costs in the unit prices entered into the Pricing Schedule – direct costs and all indirect costs (labor overhead, all other overhead costs, general and administrative (G&A), the prime’s markup to subcontractor’s fully burdened rates (indirect costs only, not to include any profit or fee going to the prime) and any other markups identified. When the contract is awarded, the unit prices in the contract’s Pricing Schedule for the contract; they will not be renegotiated if they are not correctly calculated and proposed by the contractor as directed in this paragraph.
2. Only one contract for the entire schedule will be awarded under this solicitation. This project will be awarded as a firm fixed price contract. This project will be awarded as a lump sum contract. This Proposal Schedule is an accounting tool for allocating funds to applicable budget.
3. All costs associated with this project i.e., insurance, design, operation, maintenance, construction, security etc.) shall be included in the line items in the proposal schedule.
4. Period of performance for this effort is 365 calendar days from receipt of notice to proceed for the base, and 365 calendar days for each option year, if exercised.
5. The option year Clins may be exercised within 60 calendar days before expiration of the base year.
6. Requests for information (RFI) must be submitted no later than 10 business days before the proposal due date. Any RFI submitted after this time period will not be acknowledged.

- END OF SECTION -

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ANCOP @ Konduz, Konduz FFP ANCOP @ Konduz, Konduz FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	CHC(+) @ Faisabad, Badakshan FFP CHC(+) @ Faisabad, Badakshan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	CHC(+) @ Kunduz, Kunduz FFP CHC(+) @ Kunduz, Kunduz FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Temp Joint Provincial Coordination Cente FFP Temp Joint Provincial Coordination Center @ Faisabad FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	UP District HQ @ Arghanj Khaw, Badakhsha FFP UP District HQ @ Arghanj Khaw, Badakhshan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	UP District HQ @ Baharak, Badakhshan FFP UP District HQ @ Baharak, Badakhshan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	UP District HQ @ Ishkashem, Badakhshan FFP UP District HQ @ Ishkashem, Badakhshan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	UP District HQ @ Jurm, Badakhshan FFP UP District HQ @ Jurm, Badakhshan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	UP District HQ @ Khowahan, Badakhshan FFP UP District HQ @ Khowahan, Badakhshan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	UP District HQ @ Shahada, Badakhshan FFP UP District HQ @ Shahada, Badakhshan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	UP District HQ @ Shar-e-Bozorg, Badakhsh FFP UP District HQ @ Shar-e-Bozorg, Badakhshan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	UP District HQ @ Shoghnan, Badakhshan FFP UP District HQ @ Shoghnan, Badakhshan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	UP District HQ @ Tashkan, Badakhshan FFP UP District HQ @ Tashkan, Badakhshan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	UP District HQ @ Wakhan, Badakhshan FFP UP District HQ @ Wakhan, Badakhshan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	UP District HQ @ Yaftel Sufla, Badakhsha FFP UP District HQ @ Yaftel Sufla, Badakhshan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	UP District HQ @ Yamgan, Badakhshan FFP UP District HQ @ Yamgan, Badakhshan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	UP District HQ @ Yawan, Badakhshan FFP UP District HQ @ Yawan, Badakhshan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	UP District HQ @ Zibak, Badakhshan FFP UP District HQ @ Zibak, Badakhshan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	UP District HQ @ Borka, Baghlan FFP UP District HQ @ Borka, Baghlan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	UP District HQ @ Deh Salah, Baghlan FFP UP District HQ @ Deh Salah, Baghlan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	UP District HQ @ Frarangwa Gharo, Baghla FFP UP District HQ @ Frarangwa Gharo, Baghlan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	UP District HQ @ Khawja Hejran, Baghlan FFP UP District HQ @ Khawja Hejran, Baghlan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	UP District HQ @ Khost Farang, Baghlan FFP UP District HQ @ Khost Farang, Baghlan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	UP District HQ @ Pul Ahsar, Baghlan FFP UP District HQ @ Pul Ahsar, Baghlan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	UP District HQ @ Talawe Berfak, Baghlan FFP UP District HQ @ Talawe Berfak, Baghlan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	UP District HQ @ Ali Abad, Kunduz FFP UP District HQ @ Ali Abad, Kunduz FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	UP District HQ @ Qala Zal, Kunduz FFP UP District HQ @ Qala Zal, Kunduz FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028	UP District HQ @ Bangi, Takhar FFP UP District HQ @ Bangi, Takhar FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029	UP District HQ @ Baharak, Takhar FFP UP District HQ @ Baharak, Takhar FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030	UP District HQ @ Chal, Takhar FFP UP District HQ @ Chal, Takhar FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	UP District HQ @ Darqad, Takhar FFP UP District HQ @ Darqad, Takhar FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	UP District HQ @ Hazar Samoch, Takhar FFP UP District HQ @ Hazar Samoch, Takhar FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	UP District HQ @ Ishkmesh, Takhar FFP UP District HQ @ Ishkmesh, Takhar FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034	UP District HQ @ Kalfagan, Takhar FFP UP District HQ @ Kalfagan, Takhar FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035	UP District HQ @ Khawajabahawddi, Takhar FFP UP District HQ @ Khawajabahawddi, Takhar FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0036	UP District HQ @ Namak Ab, Takhar FFP UP District HQ @ Namak Ab, Takhar FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037	UP District HQ @ Yangi Qala, Takhar FFP UP District HQ @ Yangi Qala, Takhar FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0038	UP District HQ @ Dahste Archi, Kunduz FFP UP District HQ @ Dahste Archi, Kunduz FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0039	UP District HQ @ Daraim, Badakhshan FFP UP District HQ @ Daraim, Badakhshan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0040	UP District HQ @ Keshem, Badakhshan FFP UP District HQ @ Keshem, Badakhshan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	UP District HQ @ Baghlan Jadid, Baghlan FFP UP District HQ @ Baghlan Jadid, Baghlan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042	UP District HQ @ Cha-i-Ab, Takhar FFP UP District HQ @ Cha-i-Ab, Takhar FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043	UP District HQ @ Khawja Ghar, Takhar FFP UP District HQ @ Khawja Ghar, Takhar FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0044	UP District HQ @ Rustaq, Takhar FFP UP District HQ @ Rustaq, Takhar FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0045	UP District HQ @ Anderab, Baghlan FFP UP District HQ @ Anderab, Baghlan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0046 OPTION	OPTION YR - 1 FFP Border Crossing Post @ Nusay, Badakhshan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0047 OPTION	Border Crossing Post @ Ishkashem, Badakh FFP Border Crossing Post @ Ishkashem, Badakhshan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0048 OPTION	Border Crossing Post @ Shegnan, Badakhsh FFP Border Crossing Post @ Shegnan, Badakhshan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0049		1	Lump Sum		
OPTION	Border Crossing Post @ Schir Khan Banda FFP Border Crossing Post @ Schir Khan Bandar, Kunduz FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0050		1	Lump Sum		
OPTION	Border Crossing Post @ Ai Khanem, Takhar FFP Border Crossing Post @ Ai Khanem, Takhar FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0051		1	Lump Sum		
OPTION	BP Battalion HQ @ Chasma Toot, Badakhsha FFP BP Battalion HQ @ Chasma Toot, Badakhshan FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0052		1	Lump Sum		
OPTION	BP Battalion HQ @ Imam Sahib, Kunduz FFP BP Battalion HQ @ Imam Sahib, Kunduz FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0053		1	Lump Sum		
OPTION	BP Battalion HQ @ Khwajabahawddi, Takhar FFP BP Battalion HQ @ Khwajabahawddi, Takhar FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0054		1	Lump Sum		
OPTION	BP Battalion HQ + Company Garrison @ Ish FFP BP Battalion HQ + Company Garrison @ Ishkashem, Badakhshan FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0055		1	Lump Sum		
OPTION	BP Company HQ @ Qara Tapa, Takhar FFP BP Company HQ @ Qara Tapa, Takhar FOB: Destination				
					<hr/>
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0056		1	Lump Sum		
OPTION	BP Company HQ @ Khawjabahawddi, Takhar FFP BP Company HQ @ Khawjabahawddi, Takhar FOB: Destination				
					<hr/>
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0057		1	Lump Sum		
OPTION	UP District HQ @ Argo (Urgo), Badakhshan FFP UP District HQ @ Argo (Urgo), Badakhshan FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0058		1	Lump Sum		
OPTION	UP District HQ @ Dardej, Badakhshan FFP UP District HQ @ Dardej, Badakhshan FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0059		1	Lump Sum		
OPTION	UP District HQ @ Darwaz, Badakhshan FFP UP District HQ @ Darwaz, Badakhshan FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0060		1	Lump Sum		
OPTION	UP District HQ @ Darwazabala, Badakhshan FFP UP District HQ @ Darwazabala, Badakhshan FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0061		1	Lump Sum		
OPTION	UP District HQ @ Faizabad, Badakhshan FFP UP District HQ @ Faizabad, Badakhshan FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0062		1	Lump Sum		
OPTION	UP District HQ @ Keranwa Manjan, Badakhs FFP UP District HQ @ Keranwa Manjan, Badakhshan FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0063		1	Lump Sum		
OPTION	UP District HQ @ Khash, Badakhshan FFP UP District HQ @ Khash, Badakhshan FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0064		1	Lump Sum		
OPTION	UP District HQ @ Kof Ab, Badakhshan FFP UP District HQ @ Kof Ab, Badakhshan FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0065		1	Lump Sum		
OPTION	UP District HQ @ Kohistan, Badakhshan FFP UP District HQ @ Kohistan, Badakhshan FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0066		1	Lump Sum		
OPTION	UP District HQ @ Raghistan, Badakhshan FFP UP District HQ @ Raghistan, Badakhshan FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0067		1	Lump Sum		
OPTION	UP District HQ @ Shaki, Badakhshan FFP UP District HQ @ Shaki, Badakhshan FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0068		1	Lump Sum		
OPTION	UP District HQ @ Tagab, Badakhshan FFP UP District HQ @ Tagab, Badakhshan FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0069		1	Lump Sum		
OPTION	UP District HQ @ Dahan Ghori, Baghlan FFP UP District HQ @ Dahan Ghori, Baghlan FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0070		1	Lump Sum		
OPTION	UP District HQ @ Doshi, Baghlan FFP UP District HQ @ Doshi, Baghlan FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0071		1	Lump Sum		
OPTION	UP District HQ @ Gozargai Noor, Baghlan FFP UP District HQ @ Gozargai Noor, Baghlan FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0072		1	Lump Sum		
OPTION	UP District HQ @ Khenjan, Baghlan FFP UP District HQ @ Khenjan, Baghlan FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0073		1	Lump Sum		
OPTION	UP District HQ @ Nahreen (Pilot), Baghla FFP UP District HQ @ Nahreen (Pilot), Baghlan FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0074		1	Lump Sum		
OPTION	UP District HQ @ Pole Khumri, Baghlan FFP UP District HQ @ Pole Khumri, Baghlan FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0075		1	Lump Sum		
OPTION	UP District HQ @ Char Dara, Kunduz FFP UP District HQ @ Char Dara, Kunduz FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0076		1	Lump Sum		
OPTION	UP District HQ @ Imam Sahib, Kunduz FFP UP District HQ @ Imam Sahib, Kunduz FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0077		1	Lump Sum		
OPTION	UP District HQ @ Khan Abad, Kunduz FFP UP District HQ @ Khan Abad, Kunduz FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0078		1	Lump Sum		
OPTION	UP District HQ @ Kunduz, Kunduz FFP UP District HQ @ Kunduz, Kunduz FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0079		1	Lump Sum		
OPTION	UP District HQ @ Dast-i-Qala, Takhar FFP UP District HQ @ Dast-i-Qala, Takhar FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0080		1	Lump Sum		
OPTION	UP District HQ @ Farkhar, Takhar FFP UP District HQ @ Farkhar, Takhar FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0081		1	Lump Sum		
OPTION	UP District HQ @ Talqan, Takhar FFP UP District HQ @ Talqan, Takhar FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0082		1	Lump Sum		
OPTION	UP District HQ @ Worsach, Takhar FFP UP District HQ @ Worsach, Takhar FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0083		1	Lump Sum		
OPTION	UP Provincial HQ @ Pole Khumri, Baghlan FFP UP Provincial HQ @ Pole Khumri, Baghlan FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0084 OPTION	OPTION YR - 2 FFP BP Company HQ @ Jarf, Badakhshan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0085 OPTION	BP Company HQ @ Mamay, Badakhshan FFP BP Company HQ @ Mamay, Badakhshan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0086 OPTION	BP Company HQ @ Yawez, Badakhshan FFP BP Company HQ @ Yawez, Badakhshan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0087		1	Lump Sum		
OPTION	BP Company HQ @ Qala Shoghnan, Badakhsha FFP BP Company HQ @ Qala Shoghnan, Badakhshan FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0088		1	Lump Sum		
OPTION	BP Company HQ @ Qala Panja, Badakhshan FFP BP Company HQ @ Qala Panja, Badakhshan FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0089		1	Lump Sum		
OPTION	BP Company HQ @ Zibak, Badakhshan FFP BP Company HQ @ Zibak, Badakhshan FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0090 OPTION	BP Company HQ @ Kanam, Jawzjan FFP BP Company HQ @ Kanam, Jawzjan FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0091 OPTION	BP Company HQ @ Takht Qubat, Kunduz FFP BP Company HQ @ Takht Qubat, Kunduz FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0092 OPTION	BP Company HQ @ Cha-i-Ab, Takhar FFP BP Company HQ @ Cha-i-Ab, Takhar FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0093		100,000	Dollars, U.S.		
	BASE YEAR - REIMBURSABLE SERVICES				
	FFP				
	Reimbursable Services (minor new work) See definition of services in Section H.				
	NOT TO EXCEED \$100,000.00. The proposer shall assume \$100,000.00 for				
	bidding purposes.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0094		1	Lump Sum		
	BASE YEAR - DBA INSURANCE				
	FFP				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0095		100,000	Dollars, U.S.		
OPTION	OPTION YR 1 - REIMBURSABLE SERVICES				
	FFP				
	Reimbursable Services (minor new work) See definition of services in Section H.				
	NOT TO EXCEED \$100,000.00. The proposer shall assume \$100,000.00 for				
	bidding purposes.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0096		1	Lump Sum		
OPTION	OPTION YR 1 - DBA INSURANCE				
	FFP				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0097		100,000	Dollars, U.S.		
OPTION	OPTION YR 2 - REIMBURSABLE SERVICES				
	FFP				
	Reimbursable Services (minor new work) See definition of services in Section H.				
	NOT TO EXCEED \$100,000.00. The proposer shall assume \$100,000.00 for				
	bidding purposes.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0098		1	Lump Sum		
OPTION	OPTION YR 2 - DBA INSURANCE				
	FFP				
	FOB: Destination				

NET AMT

Section C - Descriptions and Specifications

TECH DATA

THE STATEMENT OF WORK, TECHNICAL DATA, DRAWINGS, ETC ARE AVAILABEL ON CD ONLY.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government
0011	N/A	N/A	N/A	Government
0012	N/A	N/A	N/A	Government
0013	N/A	N/A	N/A	Government
0014	N/A	N/A	N/A	Government
0015	N/A	N/A	N/A	Government
0016	N/A	N/A	N/A	Government
0017	N/A	N/A	N/A	Government
0018	N/A	N/A	N/A	Government
0019	N/A	N/A	N/A	Government
0020	N/A	N/A	N/A	Government
0021	N/A	N/A	N/A	Government
0022	N/A	N/A	N/A	Government
0023	N/A	N/A	N/A	Government
0024	N/A	N/A	N/A	Government
0025	N/A	N/A	N/A	Government
0026	N/A	N/A	N/A	Government
0027	N/A	N/A	N/A	Government
0028	N/A	N/A	N/A	Government
0029	N/A	N/A	N/A	Government
0030	N/A	N/A	N/A	Government
0031	N/A	N/A	N/A	Government
0032	N/A	N/A	N/A	Government
0033	N/A	N/A	N/A	Government
0034	N/A	N/A	N/A	Government
0035	N/A	N/A	N/A	Government
0036	N/A	N/A	N/A	Government
0037	N/A	N/A	N/A	Government
0038	N/A	N/A	N/A	Government
0039	N/A	N/A	N/A	Government
0040	N/A	N/A	N/A	Government
0041	N/A	N/A	N/A	Government
0042	N/A	N/A	N/A	Government
0043	N/A	N/A	N/A	Government
0044	N/A	N/A	N/A	Government

0045	N/A	N/A	N/A	Government
0046	N/A	N/A	N/A	Government
0047	N/A	N/A	N/A	Government
0048	N/A	N/A	N/A	Government
0049	N/A	N/A	N/A	Government
0050	N/A	N/A	N/A	Government
0051	N/A	N/A	N/A	Government
0052	N/A	N/A	N/A	Government
0053	N/A	N/A	N/A	Government
0054	N/A	N/A	N/A	Government
0055	N/A	N/A	N/A	Government
0056	N/A	N/A	N/A	Government
0057	N/A	N/A	N/A	Government
0058	N/A	N/A	N/A	Government
0059	N/A	N/A	N/A	Government
0060	N/A	N/A	N/A	Government
0061	N/A	N/A	N/A	Government
0062	N/A	N/A	N/A	Government
0063	N/A	N/A	N/A	Government
0064	N/A	N/A	N/A	Government
0065	N/A	N/A	N/A	Government
0066	N/A	N/A	N/A	Government
0067	N/A	N/A	N/A	Government
0068	N/A	N/A	N/A	Government
0069	N/A	N/A	N/A	Government
0070	N/A	N/A	N/A	Government
0071	N/A	N/A	N/A	Government
0072	N/A	N/A	N/A	Government
0073	N/A	N/A	N/A	Government
0074	N/A	N/A	N/A	Government
0075	N/A	N/A	N/A	Government
0076	N/A	N/A	N/A	Government
0077	N/A	N/A	N/A	Government
0078	N/A	N/A	N/A	Government
0079	N/A	N/A	N/A	Government
0080	N/A	N/A	N/A	Government
0081	N/A	N/A	N/A	Government
0082	N/A	N/A	N/A	Government
0083	N/A	N/A	N/A	Government
0084	N/A	N/A	N/A	Government
0085	N/A	N/A	N/A	Government
0086	N/A	N/A	N/A	Government
0087	N/A	N/A	N/A	Government
0088	N/A	N/A	N/A	Government
0089	N/A	N/A	N/A	Government
0090	N/A	N/A	N/A	Government
0091	N/A	N/A	N/A	Government
0092	N/A	N/A	N/A	Government
0093	N/A	N/A	N/A	Government
0094	N/A	N/A	N/A	Government
0095	N/A	N/A	N/A	Government
0096	N/A	N/A	N/A	Government
0097	N/A	N/A	N/A	Government
0098	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
52.246-20	Warranty Of Services	MAY 2001

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A
0011	N/A	N/A	N/A	N/A
0012	N/A	N/A	N/A	N/A
0013	N/A	N/A	N/A	N/A
0014	N/A	N/A	N/A	N/A
0015	N/A	N/A	N/A	N/A
0016	N/A	N/A	N/A	N/A
0017	N/A	N/A	N/A	N/A
0018	N/A	N/A	N/A	N/A
0019	N/A	N/A	N/A	N/A
0020	N/A	N/A	N/A	N/A
0021	N/A	N/A	N/A	N/A
0022	N/A	N/A	N/A	N/A
0023	N/A	N/A	N/A	N/A

0024	N/A	N/A	N/A	N/A
0025	N/A	N/A	N/A	N/A
0026	N/A	N/A	N/A	N/A
0027	N/A	N/A	N/A	N/A
0028	N/A	N/A	N/A	N/A
0029	N/A	N/A	N/A	N/A
0030	N/A	N/A	N/A	N/A
0031	N/A	N/A	N/A	N/A
0032	N/A	N/A	N/A	N/A
0033	N/A	N/A	N/A	N/A
0034	N/A	N/A	N/A	N/A
0035	N/A	N/A	N/A	N/A
0036	N/A	N/A	N/A	N/A
0037	N/A	N/A	N/A	N/A
0038	N/A	N/A	N/A	N/A
0039	N/A	N/A	N/A	N/A
0040	N/A	N/A	N/A	N/A
0041	N/A	N/A	N/A	N/A
0042	N/A	N/A	N/A	N/A
0043	N/A	N/A	N/A	N/A
0044	N/A	N/A	N/A	N/A
0045	N/A	N/A	N/A	N/A
0046	N/A	N/A	N/A	N/A
0047	N/A	N/A	N/A	N/A
0048	N/A	N/A	N/A	N/A
0049	N/A	N/A	N/A	N/A
0050	N/A	N/A	N/A	N/A

0051	N/A	N/A	N/A	N/A
0052	N/A	N/A	N/A	N/A
0053	N/A	N/A	N/A	N/A
0054	N/A	N/A	N/A	N/A
0055	N/A	N/A	N/A	N/A
0056	N/A	N/A	N/A	N/A
0057	N/A	N/A	N/A	N/A
0058	N/A	N/A	N/A	N/A
0059	N/A	N/A	N/A	N/A
0060	N/A	N/A	N/A	N/A
0061	N/A	N/A	N/A	N/A
0062	N/A	N/A	N/A	N/A
0063	N/A	N/A	N/A	N/A
0064	N/A	N/A	N/A	N/A
0065	N/A	N/A	N/A	N/A
0066	N/A	N/A	N/A	N/A
0067	N/A	N/A	N/A	N/A
0068	N/A	N/A	N/A	N/A
0069	N/A	N/A	N/A	N/A
0070	N/A	N/A	N/A	N/A
0071	N/A	N/A	N/A	N/A
0072	N/A	N/A	N/A	N/A
0073	N/A	N/A	N/A	N/A
0074	N/A	N/A	N/A	N/A
0075	N/A	N/A	N/A	N/A
0076	N/A	N/A	N/A	N/A
0077	N/A	N/A	N/A	N/A

0078	N/A	N/A	N/A	N/A
0079	N/A	N/A	N/A	N/A
0080	N/A	N/A	N/A	N/A
0081	N/A	N/A	N/A	N/A
0082	N/A	N/A	N/A	N/A
0083	N/A	N/A	N/A	N/A
0084	N/A	N/A	N/A	N/A
0085	N/A	N/A	N/A	N/A
0086	N/A	N/A	N/A	N/A
0087	N/A	N/A	N/A	N/A
0088	N/A	N/A	N/A	N/A
0089	N/A	N/A	N/A	N/A
0090	N/A	N/A	N/A	N/A
0091	N/A	N/A	N/A	N/A
0092	N/A	N/A	N/A	N/A
0093	N/A	N/A	N/A	N/A
0094	N/A	N/A	N/A	N/A
0095	N/A	N/A	N/A	N/A
0096	N/A	N/A	N/A	N/A
0097	N/A	N/A	N/A	N/A
0098	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order
52.242-17 Government Delay Of Work

AUG 1989
APR 1984

Section G - Contract Administration Data

G.1

ADMINISTRATIVE 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 380-5505

CLAUSES INCORPORATED BY REFERENCE

252.201-7000 Contracting Officer's Representative

DEC 1991

Section H - Special Contract Requirements

H.1

AI 25.3 Compliance with Laws and Regulations (5 Nov 07). 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)

H.2

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 -

H.3

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.

(end clause)

H.4

AI 25.1 ARMED PERSONNEL – INCIDENT REPORTS

a. General Information DFARS 225.7402-4 requires the clause at 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States, in solicitations and contracts when contract performance requires that contractor personnel be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in (1) contingency operations; (2) humanitarian or peacekeeping operations; or (3) other military operations or exercises designated by the combatant commander.

b. Government Support DFARS 252.225-7040 and DOD Instruction 3020.41, Contractor Personnel Authorized to Accompany the US Armed Forces requires the contracting officer to address, among other items, Government support and security in the “terms of the contract.” The Statement of Work (SOW) may be used to address these requirements. The SOW’s language should be tailored to meet the needs of the specific acquisition. The requiring activity is responsible to coordinate requests for life support with FOB commanders (w/command and control of the Mayor’s Cell) to determine if the requested support is available. Examples of Life Support that may be required/authorized include, but are not limited to: (1) deployment in-processing centers; (2) training; (3) transportation to operation area; (4) transportation within operation area; (5) physical security; (6) force protection; (7) organizational clothing and individual protective equipment; (8) emergency medical care; (9) Dining facilities; (10) billeting; (11) postal service; (12) phone service; (13) emergency notification of next of kin; (14) laundry; (15) religious services; and (16) fuel. The Contracting Officer will issue contractor personnel a Letter of Authorization (LOA) which is required in order to process through the deployment processing center. See paragraph 6.2.7.4.2 of DOD-I 3020.41 for information on preparing the LOA.

c. Weapons and Weapons Firing Contractor personnel may be authorized to carry weapons in accordance DFARS 252.225-7040(j) and DOD Instruction 3020.41 paragraphs 6.3.4 and 6.3.5. Deputy Commander USCENTCOM is the approval authority for all security service and personal protection arming requests in Iraq and Afghanistan. Authority to approve or deny requests has been delegated to the MNF-I Commander for Iraq and in Afghanistan to the Commanding General, Combined Joint Task Force – 82, (effective 16 July, 2007) with authority to re-delegate to the flag officer level.

d. Armed Personnel – Incident Reports: All Contractors in the Afghanistan theater of operations shall comply with and shall ensure that their personnel supporting Coalition forces are familiar with and comply with all applicable orders, directives, and instructions issued by the International Security Assistance Force (ISAF) Commander or relating to force protection and safety.

Contractors shall provide an initial report of all weapons firing incidents to the National Operations Center (NOC) as soon as practical based upon the situation and shall submit a written report to a NOC within 48 hours. The initial report will include the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. A follow-up, comprehensive written report of events surrounding the firing of weapons will be provided to the NOC within 96 hours. Reports shall be submitted to the NOC, Operations Section (or as otherwise directed).

Contractors will also provide first aid and request MEDEVAC of injured persons, and remain available for Coalition response forces based upon the situation. In the event contractor personnel are detained by US or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the Contractors name, the contract number, a POC in the Contractor management, and the phone number of the NOC.

H.5

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 fixeter 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)

H.6

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)

H.7

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.

Whenever Defense Base Act (DBA) insurance is required under the contract for services, the clause “**Workers Compensation Insurance (Defense Base Act) – Services (Apr 2008)**” shall be included.

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.8

1. Additional Services Over and Above – Reimbursable Line Item.

1.1 Additional Services Over and Above includes all actions requested and approved in advance by the COR using the attached "Reimbursable Services Work Order Request" form that are not covered as part of the pre-priced line items of the contract but which are intermittent and necessary services. This line item shall not be used to make the contractor whole for short falls in work already negotiated at the pre-priced rates elsewhere in the contract.

1.2 APPROVAL PROCESS: The actual cost of labor, equipment, materials/supplies and other services of any dollar value must be approved in advance of expending labor effort, equipment/material/supply dollars, or acquiring other services. The contractor shall submit the attached "Reimbursable Services Work Order Request" form to the assigned Contracting Officer's Representative (COR) completed with back up documentation necessary to substantiate proposed costs. Proper back up includes detailed labor, equipment / material / supply catalog cuts or rates, and detailed subcontractor quotes (which include a break out of labor, equipment, materials, and other direct costs and markups). The COR will review the requested scope, proposed cost, and schedule required, and provide either approval or disapproval to the contractor in writing through signature on the request form.

1.3 Services that are allowable under this task include services provided by vendors and trades people hired by the Contractor to perform work not specified in other line items of the contract. The Contractor shall submit copies of receipts from all equipment / material /supplies vendors or service vendors along with certified Contractor time sheets showing the employees and hours worked under the effort, as part of the invoice for efforts under this task for review and acceptance by the Government for allowable, allocable, and reasonable costs against the proposed effort and prices in the request form. Efforts may only be invoiced to the Government at time of completion of the entire effort as approved under a specific work order request form, and only after Government acceptance of the work item.

1.4 The Contractor shall not, in any case, expend more than the amount allocated to this line item. The Contractor shall notify the CO and COR in writing (e-mail or letter) upon reaching 75% of the total amount for this line item. The Contractor shall track the costs incurred under this line item and provide updates in the monthly pay requests. Copies of the approved "Reimbursable Services Work Order Request" form, timesheets and actual expense receipts for equipment / materials / supplies, and subcontractor invoices shall be submitted with monthly pay estimates where Additional Services Over and Above are billed. Payment will be made on a reimbursable basis provided that costs are determined to be allowable, allocable to this contract and its scope of services, and reasonable.

1.5 Annual Reconciliation of Expenditures under Reimbursable Line Items: At the end of the contract or each contract period, the Contractor and the Government will reconcile all billings and payments made under this task and determine the amount of funds unexpended for each labor category and other direct cost classification outlined in the payment schedule. The Contractor will initiate this annual reconciliation prior to request for final payment under the contract, unless requested earlier by the COR. Upon agreement of the unexpended amounts, all remaining funds will be deobligated from the contract by a formal contract modification.

(continued next page – "Reimbursable Services Work Order Request" form)

REIMBURSABLE SERVICES WORK ORDER REQUEST

PROJECT: _____ REQ NO: _____
 CONTRACT #: _____ REQ DATE: _____
 JOB #: _____ EST. AMOUNT: \$ _____
 COST CODE: _____ PRIORITY/DATE REQ'D: _____

PROBLEM DESCRIPTION / REASON FOR REQUEST:

COMMENTS / DISCUSSION:

Item/Service Description	Units	Itemized Estimate		Total Price	Price/Source Selection Basis
		Qty	Unit Cost		
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
Total Cost			\$	\$	

Requested by: _____ Title: _____ Date: _____

Contractor Approval: _____ Title: _____ Date: _____

Authorized Contractor Representative of the Firm: _____

Contracting Officer's Representative (COR) APPROVAL

This request is _____ Approved -- Contractor is authorized to proceed with requested services,
 Purchases, or repairs up to the amount indicated. Actual costs shall be
 reimbursed upon acceptance of work and presentation of appropriate
 back-up documentation.

_____ Disapproved -- _____

COR: _____ Title: _____ Date: _____

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
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.216-18	Ordering	OCT 1995
52.216-19	Order Limitations	OCT 1995
52.216-22	Indefinite Quantity	OCT 1995
52.217-5	Evaluation Of Options	JUL 1990
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003
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

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-50	Combating Trafficking in Persons	AUG 2007
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
52.232-17	Interest	JUN 1996
52.232-17	Interest	JUN 1996
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-34	Payment By Electronic Funds Transfer--Other Than Central Contractor Registration	MAY 1999
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	MAY 1999
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
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-2	Government Property Installation Operation Services	JUN 2007
52.245-2	Government Property Installation Operation Services	JUN 2007
52.246-20	Warranty Of Services	MAY 2001
52.246-20	Warranty Of Services	MAY 2001
52.246-25	Limitation Of Liability--Services	FEB 1997
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
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7004	Drug Free Work Force	SEP 1988

252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	SEP 2006
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	MAR 2008
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7001	Tax Relief	JUN 1997
252.231-7000	Supplemental Cost Principles	DEC 1991
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

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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 30.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days prior to the end of the current performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE FOR SOLICITATION W917PM-08-R-0116

I. CONTRACT INFORMATION: (to be filled out by offeror.)

A. Contractor: _____

B. Contractor Address: _____

C. Contract Number: _____

D. Status: Active _____ Completed _____

E. Contract Amount: \$ _____

F. Period of Performance: _____

G. Services Provided (Explain in detail the type of services provided by the contractor):

II. RESPONDENT IDENTIFICATION (****NOT TO BE RELEASED OUTSIDE GOVERNMENT CHANNELS****)

A. Name: _____

B. Position and Title: _____

C. Phone Number: _____

D. Address: _____

E. Relationship and Time involved with Contractor:

F. Date questionnaire was completed: _____

Note: Once Offerors have completed Part I Contract Information, e-mail the Questionnaire to the

following e-mail address: katherine.k.clemens@usace.army.mil.

The contracting Officer will contact the contract respondent and complete the form by interview or correspondence.

CONTRACTOR RATING	
<p>1. In this section of the questionnaire you are asked to rate the contractor. Please indicate the rating that best applies. If you wish to elaborate on any of your answers, please provide comments at the end of this section. If more space is needed, continue your comments on a separate sheet of paper and attach it to this questionnaire prior to submission. 2. You are urged to supplement your own knowledge of the contractor’s performance with the judgment of others in your organization. Any marginal ratings should be supplemented with an explanatory narrative in the remarks block of this survey 3. ONCE COMPLETED, THIS SURVEY WILL BE CONSIDERED SOURCE SELECTION SENSITIVE IN ACCORDANCE WITH FAR PART 3.104 4. The following definitions are applicable rating levels for the contractor’s performance:</p>	
(E) Exceptional/High Confidence	Based on the offeror’s performance record, essentially no doubt exists that the offeror will successfully perform the required effort.
(VG) Very Good/Significant Confidence	Based on the offeror’s performance record, little doubt exists that the offeror will successfully perform the required effort.
(S) Satisfactory/Confidence	Based on the offeror’s performance record, some doubt exists that the offeror will successfully perform the required effort.
(N) Neutral/Unknown Confidence	No performance record identifiable.
(M) Marginal/Little Confidence	Based on the offeror’s performance record, substantial doubt exists that the offeror will successfully perform the required effort. Changes to the offeror’s existing processes may be necessary in order to achieve the contract requirements.
(U) Unsatisfactory/No Confidence	Based on the offeror’s performance record, extreme doubt exists that the offeror will successfully perform the required effort.

CONTRACTOR’S RESPONSIVENESS	
1. Rate the contractor’s ability to meet specific response times and completion dates. Has the contractor ever been assessed liquidated damages?	E VG S N M U Yes (Explain) or No
2. Rate the timeliness of contractor’s response to emergency situations/requirements.	E VG S N M U
3. To what extent did the contractor provide reliable, supportable cost estimates?	E VG S N M U

QUALITY CONTROL AND WORKMANSHIP	
1. Rate the contractor's overall responsiveness in terms of quality and workmanship.	E VG S N M U
CUSTOMER SATISFACTION	
1. How flexible was the contractor at satisfying customer requirements?	E VG S N M U
2. To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E VG S N M U
CONTRACTOR MANAGEMENT	
1. Rate the working relationship between the contractor, your company and your designated representative (to include inspection personnel) .	E VG S N M U
2. Rate the contractor's ability to meet appropriate staffing/manning levels with qualified personnel.	E VG S N M U
3. How effective was on-site management, including management of subcontractors?	E VG S N M U
4. How knowledgeable were key personnel of the contract requirements?	E VG S N M U
5. Rate the contractor's ability to identify and correct, and prevent potential contractual problems early, and advise before the problem becomes a delay or life-threatening situation.	E VG S N M U
COMPLIANCE WITH ENVIRONMENTAL /SAFETY AND SECURITY	
1. Has the contractor ever received any Notification of Violations resulting from contract performance?	Yes (Explain) or No
2. Rate the contractor's compliance with environmental, safety, and security requirements.	E VG S N M U
CONTRACTUAL OBLIGATIONS	
1. Has a cure notice or show cause notice ever been issued?	Yes (Explain) or No
2. To what extent, if any, has the contractor had any problems obtaining bonding?	E VG S N M U
3. To what extent did the contractor submit required reports and documentation timely and accurate?	E VG S N M U
4. Rate the contractor's achievement of subcontracting plan goals (if applicable)?	E VG S N M U
5. Would you hire this contractor again? Highly likely--, Likely--, Unlikely--, Highly Unlikely	HL L U HU

ADDITIONAL COMMENTS - Please provide any objective comments/additional information for this contract or on any other contracts performed by the contractor that may be of interest:

Section K - Representations, Certifications and Other Statements of Offerors

K.1

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)

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52.204-3	Taxpayer Identification	OCT 1998
52.209-5	Certification Regarding Responsibility Matters	MAY 2008
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
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
252.225-7042	Authorization to Perform	APR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision--"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions (b) contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

(2) The small business size standard is \$32.5M.

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

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

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

Paragraph (c) applies.

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

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
-----	-----	-----	-----
-----	-----	-----	-----

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

(End of Provision)

Section L - Instructions, Conditions and Notices to Bidders

SECTION L

**SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

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: Ms. Kathy Clemens)
Kabul, Afghanistan

E-MAIL ADDRESS: Katherine.K.Clemens@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 14 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. At award, the Government will give out the names of the awardees only.

2. DIRECTIONS FOR SUBMITTING PROPOSALS

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

MARK PACKAGES:
Solicitation No. W917PM-08-R-0116
Offer Closing Date: [11 August 2008]
Offer Closing Time: [5:00 PM Kabul Standard Time]
(LOCAL TIME)

ADDRESS PACKAGES TO:
U.S. Army Corps of Engineers (USACE)
Afghanistan Engineer District (AED)
Qalaa House (Attention: Ms. Kathy Clemens)
Kabul, Afghanistan

Special Instruction Pertaining to Hand Carried Offers: Hand-carried offers must be delivered to the USACE AED offices, Qalaa House, Kabul, Afghanistan. Offers 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 CONFERENCES

The Preproposal Conference shall be held [insert information for preproposal conference here, if applicable]

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, physically distinct 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. See "Inquiries", located elsewhere in Section L, for points of contact. 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 nonetheless 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 Offeror—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 with its own workforce. Do not provide information pertaining to the business concern in general or pertaining to other affiliated concerns which will not be self-performing work under the prospective contract with their in-house workforces.

(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.

j. 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. Note: If the Offeror is not required to submit any information under a listed Tab in accordance with the instructions below, that tab can be omitted. However, do not renumber the subsequent tabs.

[continued next page]

TAB	CONTENTS OF THE PRICE PROPOSAL
#1	The Proposal Cover Sheet
#2	The SF 33 and 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.

TAB 3: Section B is to be completed in its entirety by all Offerors. See Sections 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 Section K of 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 Section K of the solicitation. If the offeror is a Joint Venture, all participants must separately complete both the ORCA Representations and Certifications and Section K.

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. Also, remember 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.

k. SPECIFIC INSTRUCTIONS FOR THE TECHNICAL PROPOSAL

(1) Number of Sets of the Technical Proposal. Submit the ORIGINAL and FOUR additional sets 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	MANAGEMENT PLAN
Factor #3	PERSONNEL, EQUIPMENT, AND RESOURCES
Factor #4	PAST PERFORMANCE

(3) 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 team, including sub-contractors, on projects similar to that described in the solicitation. Provide a list of five to seven (5-7) similar operation and maintenance projects underway or completed in the last five (5) years that demonstrates your experience on projects similar to that described in this solicitation. For each project the following information must be submitted on the enclosed past performance questionnaire:

- Project name and location.
- Nature of firm's responsibility (prime or subcontractor).
- Project owner's name, address, telephone, email (to be contacted by the Government).
- Project completion date and duration (estimated if in progress)
- Contract value and final cost
- Brief explanation that illustrates the capabilities of the contractor and/or the team and relevant job experiences.

If this information is not included, then this section shall be considered incomplete.

The projects submitted to demonstrate experience must have been performed by the team member(s) who will be providing similar services under the prospective contract.

Provide sufficient detailed, specific information for the Government to determine the relevance of the experience gained under the reference project to the current acquisition.

(ii) **TAB 2: FACTOR 2, MANAGEMENT PLAN:** Provide a plan that addresses how you intend on planning, staffing, and coordinating the work. Provide your ability to manage multiple actions at various facilities, concurrently.

The narrative of the plan must be sufficient detail and specific enough for the Government to determine the contractor's / team's ability to achieve the quality and standards of the work required under the contract and the ability to maintain that level of service throughout the life of the contract. The narrative for this

factor should clearly indicate which entity has overall authority for the contract and identify by name and title the single Point of Contact to the Government for all work related matters at all project locations under this contract.

(iii) **TAB 3: FACTOR 3, PERSONNEL, EQUIPMENT, AND RESOURCES:** Provide resume data for the following individuals: Project Manager, Corporate Safety Officer and the Quality Control Officer.

Resume information to be provided for personnel identified above 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 operations and maintenance of same / similar facilities and systems as required under this contract

Describe your method to acquire vehicles, tools, equipment and resources to perform the contract requirements. The contractor shall describe in detail their ability to acquire and maintain an adequate labor force, the appropriate fleet of vehicles, inventories, equipment and tools for routine and emergency repairs, and subcontract resources to complete the work in a quality and timely fashion.

(iv) **TAB 4: FACTOR 4, PAST PERFORMANCE:** For the projects submitted under Factor 1 – Experience, provide letters of recommendations, commendations and/or awards. The Contractor Performance Assessment Reporting System (CPARS) will be utilized to validate past performance ratings on Department of Defense contracts, as well as any other past performance the Government deems necessary to evaluate a contractor's past performance. Firms without a history of past performance will be given a neutral rating.

The Government may contact references provided as part of Factor 4 – Past Performance 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. CONTRACTOR RESPONSIBILITY. In order to determine a contractor's responsibility for purposes of contract award in accordance with FAR Part 9, the contractor is required to provide information regarding previous experience and past performance in performing comparable work, information related to the business organization, financial resources, and/or plant to be used in performing the work. In order to be determined to be 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. In making the determination of responsibility, the Government Contracting Officer shall consider relevant past performance information. A prospective contractor shall not be determined responsible or nonresponsible solely on the basis of a lack of relevant performance history except when there are special standards set forth in the solicitation which applies to all offerors that must be met in order to receive the award. These special standards may be necessary when unusual expertise or specialized facilities are necessary in the performance of the contract; therefore, in order to be determined to be responsible for that particular contract, the offeror must be able to meet those special standards. A prospective contractor that is or

recently has been seriously deficient in contract performance shall be presumed to be nonresponsible unless the Contracting Officer determines that the circumstances were beyond the contractor's control or that the contractor has taken appropriate corrective action. Other responsibility considerations by the Contracting Officer will include past efforts by the contractor to apply sufficient tenacity and perseverance to perform acceptably, to meet quality requirements of contracts, and the contractor's past compliance with subcontracting plans (if required) under recent contracts.

(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 (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors).

(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.

If the contractor or subcontractor does not already have sufficient resources demonstrated in the proposal, acceptable evidence of "the ability to obtain" the required, adequate resources (all of the resources discussed in subparagraphs a, e, and f above) normally consists of a commitment or explicit arrangement that will be in existence at the time of contract award to rent, purchase or otherwise acquire the needed facilities, equipment, other resources, or personnel. See also DFARS 252.219-7009 in this Section.

The Government reserves the right to conduct a preaward survey of any firm under consideration to confirm any part of the information furnished by the offeror or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the Government to be necessary for the determination of responsibility and for the successful performance of the contract.

8. STANDARD FORMATS

--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.

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52.204-6	Data Universal Numbering System (DUNS) Number	APR 2008
52.216-1	Type Of Contract	APR 1984
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.233-2	Service Of Protest	SEP 2006
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-5	Authorized Deviations In Provisions	APR 1984

Section M - Evaluation Factors for Award

SECTION M**SECTION M
EVALUATION FACTORS FOR AWARD****SECTION M****Evaluation Factors for 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 TRADE-OFF PROCESS

The Government will select the offer that represents the best value to the Government by using the trade-off process described in FAR Part 15. This process permits tradeoffs between cost/price and technical (“non-cost”) factors and allows the Government to accept other than the lowest priced offer. The award decision will be based on a comparative assessment of proposals against all source selection criteria in the solicitation.

3. RELATIVE IMPORTANCE OF PRICE TO THE TECHNICAL EVALUATION FACTORS

All evaluation factors other than cost or price, when combined, are more important than price. The Government is concerned with striking the most advantageous balance between technical merit (“quality”) and price to the Government (i.e., the price). The degree of importance of price could become greater depending upon the equality of the technical proposals. If competing technical proposals are determined to be essentially equal, price could become the controlling factor.

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 Offeror’s Technical Proposal. Additionally, all offers will be analyzed for unbalanced pricing.

b. The price will be used along with the technical evaluation to make selection for award. Since evaluation of the price proposal will represent a portion of the total evaluation, it is possible that an offeror might not be selected for award because of unreasonable, unrealistic, or incomplete price proposal information. The Government will evaluate the format and clarity of the price proposal.

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 evaluate the relevant work experience of the offeror and their proposed team, including subcontractors, on operations and maintenance projects similar to that described in this solicitation. Contractor experience with similar relevant projects (type of services, operations and maintenance, dollar value, complexity, and applicable quality standards) will receive a higher rating than those with dissimilar or non-relevant projects.

b. **FACTOR 2: MANAGEMENT PLAN:** Responses to this factor will be evaluated to determine the offeror's ability to respond to the requirements of the contract, and their understanding of organizational coordination necessary for proper operation/management of the contract across multiple sites concurrently. The narrative will be evaluated to determine the offeror's understanding of the work efforts and its ability to provide quality, responsive, and cost-effective service over the planned life of the contract.

c. **FACTOR 3: PERSONNEL, EQUIPMENT AND RESOURCES:** The offeror's personnel resumes and qualifications for the positions of Project Manager, Corporate Safety Officer and the Quality Control Officer will be evaluated to determine the depth and breadth of their experience as it relates to the responsibilities the person will have on this contract. The offeror's response to this factor will also be evaluated for a demonstrated understanding of the types and labor workforce strengths, vehicles, inventories, equipment and tools for routine and emergency repairs, and subcontract resources necessary to maintain the operations/maintenance standards at the facilities and complete the work in a quality and timely fashion.

FACTOR 4: PAST PERFORMANCE: The Government will evaluate past performance provided by the past performance questionnaire to assess the level of performance risk associated with the Offeror's likelihood of success in performing the requirements stated in the solicitation. The currency and relevance of the information (as determined by the Government), the source of the information, context of the data, and general trends in the contractor's performance may be considered. Information submitted by the Offeror pertaining to recent, relevant contracts will be evaluated as well as data obtained from other sources, including automated databases and questionnaires. References other than those identified by the Offeror may be contacted by the Government. The Government may take into consideration the offeror's performance of contracts with the agency; other Federal, State, and local government activities; and commercial concerns. The result will be a performance risk rating based on each Offeror's record of past performance.

For the purpose of the past performance evaluation, offerors shall be defined as business arrangements and relationships, such as Joint Venture participants, teaming partners, and major subcontractors. The past performance record of each firm in the business arrangement may be evaluated by the Government.

The evaluation may take into consideration the Offeror's record of conformance to contract specifications and standards of good workmanship; the Offeror's adherence to contract schedule, including the administrative aspects of performance; and the Offeror's history of reasonable and cooperative behavior, commitment to customer satisfaction, and timely award and management of subcontracts. The evaluation may also take into

account the number and severity of problems, the demonstrated effectiveness of corrective actions taken, and the overall work record.

In the case of an Offeror without a record of recent, relevant past performance (and for which there is also no recent, relevant past performance information for its predecessor companies or key subcontractors), or for whom information on past performance is not available or cannot be verified, the Offeror will not be evaluated favorably or unfavorably on past performance. This does not preclude the Government from making award to a higher-priced Offeror with a favorable past performance record over a lower-priced Offeror with a neutral past performance rating.

6. RELATIVE WEIGHTING OF THE TECHNICAL EVALUATION FACTORS. All technical factors are equal in weight and importance.

7. GENERAL TECHNICAL CRITERIA

a. The Offeror's conformance with the specified format and submission requirements will be considered during the technical evaluation. Failure to comply with the format and/or the submission requirements may be seen as indicative of the type of problems that could be expected during contract performance. Lack of conformance could therefore result in a higher risk assessment, in addition to any other impacts on the evaluation. Material omission(s) may cause the technical proposal to be rejected as unacceptable.

b. Technical proposals which do not provide the specified information in the specified location in accordance with the submission instructions may be downgraded. The Government is under no obligation to search for information that is not in the specified location.

c. Proposals which are generic, vague, or lacking in detail may be downgraded. The proposal submission instructions are written to given prospective contractors, where feasible, an indication of the level of detail desired by the Government. The offeror's failure to include information that the Government has indicated should be included may result in the proposal being downgraded and/or being found deficient if inadequate detail is provided.

d. The degree of risk to the Government inherent in the Offeror's technical proposal will be a consideration under every evaluation factor.

e. The Government cannot make award based on a deficient offer. Therefore, a rating of "Unsatisfactory" or "Fail" under any subfactor 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.

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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)

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52.217-5

Evaluation Of Options

JUL 1990