

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 48
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 1-Sep-2009	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable) 105333
6. ISSUED BY AFGHANISTAN ENGINEER DISTRICT US ARMY CORPS OF ENGINEERS KABUL APO AE 09356	CODE W917PM	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. W917PM-09-R-0111	
		X	9B. DATED (SEE ITEM 11) 06-Aug-2009	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) 1) Corrections and clarifications to paragraph 10 of the 1442. 2) Formatting, additions and corrections to sections 00600, 00700, and 00800. 3) Corrections and clarifications to section 00010, Proposal Schedule. 4) To clarify, Liquidated Damages are assessed at \$1,566.00 per day. 5) Made minor corrections to section 00110 and 00120, Proposal Preparation and Evaluation. 6) Changed percentage in Clause 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) from 70% to 20%. 7) To clarify, there will not be a site visit—the US Government must de-mine the site before it is safe for a visit of any kind. Contractors who visit the site do so at their own risk. 8) Questions and Answers #1 is incorporated.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00010 - SOLICITATION CONTRACT FORM changed to:

DESIGN-BUILD AFGHANISTAN NATIONAL ARMY REGIONAL MILITARY TRAINING CENTER,
SHINDAN, HERAT PROVINCE, AFGHANISTAN.

The project consists of the design and construction of a new campus facility for the Afghanistan National Army, Regional Military Training Center at Shindand Airfield, Afghanistan. Site is located to the northwest of the existing runway as shown in Appendix A. The project is defined as the design, material, labor, and equipment to construct buildings, parking, utilities and other infrastructure for a design population of 3,000 personnel.

The award for this procurement is subject to the availability of funds. See FAR Clause 52.232-18.

The magnitude of this effort is between \$25,000,000.00 and \$100,000,000.00.

This solicitation was originally synopsisized using pre-solicitation number W917PM-09-R-0109.

NAICS Code: 236 -- Construction of Buildings/236220 -- Commercial and Institutional Building Construction.

SECTION 00010 Solicitation Contract Form / Proposal Schedule

SECTION 00100 Instructions to Bidders / General Information

SECTION 00600 Representations & Certifications

SECTION 00700 Contract Clauses

SECTION 00800 Special Contract Requirements

SECTION 01000 Scope of Work / Specifications

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The below Table of Contents has been added:

Section 00010 - Solicitation Contract Form

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SOLICITATION FORMAT:

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SECTION 00100 Instructions to Bidders/ General Information

SECTION 00600 Representations & Certifications

SECTION 00700 Contract Clauses

SECTION 00800 Special Contract Requirements

SECTION 01000 Scope of Work / Specifications

SECTION 00100:

SECTION 00110 Proposal Preparation/Instructions to Bidders

SECTION 00120 Proposal Evaluation and Contract Award

SECTION 01000:

SECTION 00150 The Design/Build Process

SECTION 00555 Design Concept Documents

SECTION 01010 Scope of Work

SECTION 01015 Technical Requirements

SECTION 01060 Special Clauses

SECTION 01312 USACE Quality Control System

SECTION 01321 Project Schedule

SECTION 01335 Submittal Procedures

SECTION 01335a Submittal Procedure Attachments

SECTION 01415 Metric Measurements

SECTION 01451 Contractor Quality Control

SECTION 01525 Safety & Occupational Health Requirements

SECTION 01770 Closeout Procedures

SECTION 01780a Closeout Submittals

SECTION 01781 Operation and Maintenance Data

1335a-Attachments-AED.pdf

APPENDIX RMTc 1Sep09.pdf

The following have been added by full text:

QUESTIONS AND ANSWERS #1

Questions and Answers #1 for W917PM-09-R-0111

1 September 2009

1. Both the part 4.17 MEDICAL CLINIC at page no: 67 and the 5.4.1 INDOOR DESIGN CONDITION table do not include information about the heating & cooling condition of the Medical Clinic Building. Could you please provide this information?

Answer: Use the admin bldg/offices criteria.

2. For Small Arms Storage; at page 68, it is stated that “Wall mounted electric forced air AC units shall be used to maintain a minimum temperature of 18 degree Celsius during winter and maximum 30 degree Celsius during summer however; at page 127, at the 5.4.1 INDOOR DESIGN CONDITION table; it is stated that no cooling and 12.7 C (55 F) heating is required. Could you please clarify?

Answer: Only heating is required for the small arms room.

3. Regarding vehicle wash rack, for how many car will it be designed for simultaneous washing and will there be an office in this area?

Answer: One 7 ton vehicle. No office space.

4. Could you please provide information regarding heating and cooling conditions of classrooms?

Answer: Unit heaters and ceiling fans.

5. Could you please provide drawings related below structures, if any?

- Infrastructure Office
- Classrooms
- PX
- Laundry
- Ammunition Supply Point
- Fuel Point
- Fuel Storage

Answer: Ammunition supply point details are provided in Appendix A. A floor plan for the POL building is also in Appendix A. There are no drawings for the other requested facilities.

6. Clarification: The CD that was provided at the Pre-proposal Conference contains diagrams, which are also located at the end of the solicitation document. I have extra copies of the CD if you would like to pick one up. But, this would be at your option since all diagrams are online with the solicitation.

7. Was the existing main base power plant constructed within the last 2 years?

Answer: Not relevant to this project.

8. Has above-ground power been tied in from the Herat main utility plant as was initially planned in 06?

Answer: I don't believe that the above ground power has been tied in from Herat's main utility. This does not affect the current project. A power plant will need to be provided as a power source.

9. Where will the design charrettes take place?

Answer: Not relevant to this project.

10. Is the builder allowed to build their camp inside the NATO camp?

Answer: Only within the given construction area.

11. Do you have additional overhead recon photos available for review?

Answer: No.

12. Has the Soviet MIG graveyard and the debris field been cleared?

Answer: Not relevant to this project.

13. Does USACE have the water table depth available?

Answer: No. But based on previous experience, the water table for the western half of Afghanistan is typically deep and in the range of 150 to 200 meters. The depth may be deeper, depending on the location.

14. Does USACE have available for review soils & water sample data?

Answer: No. RFP requires that the Contractor obtain this information.

15. Please confirm that this solicitation excludes the option of possible renovation of existing buildings to accommodate new build-out. Can this be addressed in the design charrette?

Answer: not relevant to this project.

16. Where should I put the DUNS number?

Answer: I would put your DUNS number on the cover page of your proposal with your address.

17. Kindly refer RFP item 2.4.2.5 "WELL WATER PUMPS" and kindly confirm if we can supply a well hand pump with a capacity of $25 \times 3000 = 75000$ gallons per day or 52 GPM. According to our knowledge a maximum 3-5 GPM can be achieved with a well hand pump at a maximum 200

feet water level depth. Please correct the input data or please guide us if we are in mistake. Additionally, if well investigation result with a drilling of more than 200 feet we cannot use hand pumps.

Answer: Below is corrected section 2.4.2.5 of 01015 section, which is incorporated via Amendment #1:

“2.4.2.5 WELL WATER PUMPS (FOR HYDRO-PNEUMATIC SYSTEM)

An electric submersible well pump will pressurize the system by supplying water to a hydro-pneumatic tank and be capable of providing output for twice the average daily demand and provide hydro-pneumatic tank pressure. A mechanical hand pump capable of providing a flow equal to 5 gallons per minute is required as a backup. The hand pump will be connected directly to the electric well pump effluent piping thereby allowing the system to be pressurized by either pump. In the event that the well is in excess of 100 meters a mechanical hand pump will not be required. The pumps and controls shall be designed to supply and maintain acceptable system pressure throughout the distribution network given the full range of flow conditions (low flow to peak). The pump discharge shall have a gate valve, check valve, pressure gage, and air relief valve.”

18. Can we use the airfield /airport of Shindand for chartered airplanes or helicopters during the project progress?

Answer: There are no issues with landing aircraft at Shindand as long as contractors can land on 4940 ft of runway. The US Government has no fuel at this location and limited ramp space. As long as the US Government gets a heads up on what and when a contractor is coming in, we can accommodate. The runway construction should be completed within a month, and after that, there will be 9200 ft of runway available.

-END OF SECTION-

PROPOSAL SCHEDULE

**SECTION 00010
PROPOSAL SCHEDULE**

Provide a price for all items, including those labeled "Optional Items."

<i>No.</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Amount</i>
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1. BASE PROPOSAL:

0001 Design Program:

0001AA	Site Survey / Master Plan / A/E Design	1	LS	XXX	\$ _____
0001AB	As-Built Drawings	1	LS	NTE (Not to Exceed)	\$ 40,000
Sub-Total Design Program: (Including NTE Amount)					\$ _____

0002 Site Development / Improvements:

0002AA	Mobilization, Demobilization	1	LS	XXX	\$ _____
0002AB	COE Office and Living Quarters	1	LS	XXX	\$ _____
0002AC	Test Water Well	1	LS	XXX	\$ _____
0002AD	Potable Water Supply System	1	LS	XXX	\$ _____
0002AE	Sanitary Sewer Collection and Treatment System	1	LS	XXX	\$ _____
0002AF	Site Electrical Power and Distribution System	1	LS	XXX	\$ _____
0002AG	Road Network and Foot Paths	1	LS	XXX	\$ _____
0002AH	Access Points	2	EA	\$ _____	\$ _____

Sub-Total Site Developments / Improvements: \$ _____

0003 Buildings & Building Complexes:

0003AA	RMTC HQ Building	1	EA	\$ _____	\$ _____
0003AB	Instructors Offices	3	EA	\$ _____	\$ _____
0003AC	Classroom Building, 200 Students	2	EA	\$ _____	\$ _____
0003AD	Classroom Building, 2 x 100 Students	2	EA	\$ _____	\$ _____
0003AE	Dining Facility (DFAC), with Propane Storage and Dry Storage Yard	1	EA	\$ _____	\$ _____

0003AF	NCO/Officer Barracks	5	EA	\$_____	\$_____
No.	Description	Qty	Unit	Unit Price	Total Amount
0003AG	Enlisted Barracks	6	EA	\$_____	\$_____
0003AH	Latrines, Large, with Toilets/Shower/ Ablution/Laundry	6	EA	\$_____	\$_____
0003AJ	Latrines, Small, with Toilets	3	EA	\$_____	\$_____
0003AK	BWT Barracks Security Fence	1	EA	\$_____	\$_____
0003AL	Medical Clinic	1	EA	\$_____	\$_____
0003AM	PX / Finance Office	1	EA	\$_____	\$_____
0003AN	Laundry	1	EA	\$_____	\$_____
0003AP	Small Arms Storage and Security Fence	1	EA	\$_____	\$_____
0003AQ	ASP and Security Fence	1	EA	\$_____	\$_____
0003AR	Motor Pool and Security Fence	1	EA	\$_____	\$_____
0003AS	Vehicle Maintenance Building	1	EA	\$_____	\$_____
0003AT	POL Storage, Fuel Point and Fuel Pumps	1	EA	\$_____	\$_____
0003AU	RMTC Storage, Bridmalls and BWT Storage and Security Fence	1	EA	\$_____	\$_____
Sub-Total Buildings & Building Complexes:					\$_____

0004 DBA Insurance 1 JB \$_____

TOTAL BASE BID ITEMS: \$_____
(Including NTE Amount)

2. OPTIONAL ITEMS PROPOSAL:

0005 Optional Items:

0005AA	Parade Ground with Review Stand	1	LS	XXX	\$_____
0005AB	Trash Collection Points	6	EA	\$_____	\$_____
0005AC	Personnel Bunkers	12	EA	\$_____	\$_____
0005AD	Classroom Building, 4 x 50 Students	3	EA	\$_____	\$_____
0005AE	Vehicle Wash Rack	1	EA	\$_____	\$_____

TOTAL ALL OPTIONAL BID ITEMS: \$ _____

TOTAL PROPOSAL: \$ _____
(Total of all above costs – Base and all Options including NTE)

PROPOSAL SCHEDULE NOTES

1. Only one contract for the entire schedule will be awarded under this solicitation.
2. **DESIGN COSTS DEFINITION:** Design costs shall consist of design analysis, drawings, and specifications of all facilities. The established design cost limitation shall not exceed 6 percent of the total construction cost.
3. The government has the right to reduce the number of units in a bid item or choose to delete a base bid item entirely if necessary after the proposals are received.
4. **EVALUATION OF OPTIONS:** The award will be made to the offeror whose proposal represents the best overall value to the Government. For pricing purposes, the Government will evaluate both the Base Proposal and Option Proposal Items. However, the Government is not obligated to exercise the options.
5. **EXERCISE OF OPTIONAL BID ITEMS:** Optional bid items may, at the option of the Government, be added to the contract at any time within 120 calendar days after receipt of the Notice to Proceed.
6. **ORDER OF WORK:** All base proposal line items have priority over any option items that may have been exercised.
7. Period of performance is 420 calendar days from receipt of the Notice to Proceed. Liquidated damages are assessed at \$1,566.00 per day for every day of delay past the period of performance end date for both the base items and any option items that may have been exercised.

-END OF SECTION-

SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

The following have been modified:

**SECTION 00120
ANA CONSTRUCTION (DESIGN-BUILD) – BEST VALUE
PROPOSAL EVALUATION AND CONTRACT AWARD**

1. ELIGIBILITY FOR CONTRACT AWARD

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

2. SOURCE SELECTION USING THE BEST VALUE 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. All non price factors will be treated equally and all non price sub-factors will be treated equally. 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 a 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 projects same/similar to that described in this solicitation. The Contractor shall complete a minimum of three (3), but no more than ten (10), "Experience Information" forms, attached at the end of this section, in response to this factor. All blocks must be filled in and all data should be accurate, current, and complete. Of the projects submitted, at least one (1) must be valued at over \$10 Million US and the other projects must be at least \$5 Million US within US DOD's CENTCOM or AFRICOM area of authority including: Afghanistan, Tajikistan, Iraq, Pakistan etc.. Of these projects, they must be design build projects underway or completed in the last five (5) years. Offerors with experience on same/similar relevant projects (type of services, similar dollar value, complexity, USACE design / construction requirements, and applicable quality standards) will receive a higher rating than those with dissimilar or non-relevant projects.

b. FACTOR 2, PROJECT MANAGEMENT AND SECURITY PLAN:

Responses to this factor will be evaluated for:

- Offeror's ability/procedures used to manage the project, to include project management, quality control, and safety;
- How the offeror plans to meet major design and construction project milestones in the specifications that reflects completion of all work within the period of contract performance.
- Provide a narrative response that addresses timely delivery and receipt of equipment and materials at the job site which coincides with the major construction project milestones and provides for protection of equipment and materials to and from an isolated project site in a hostile environment.
- Management of concurrent work on multiple job sites if it is applicable to this project.
- Security plan including construction materials procurement/transferring to the site, site security including both constructed facilities and construction materials storage.

In addition, the offeror shall include an organizational chart depicting lines of authority and responsibility for all personnel/entities on the project, including subcontractors, from the lowest level to the corporate level. The organizational chart shall 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 project-related matters.

c. FACTOR 3: RESOURCES (Key Personnel and Capacity):

Sub-factor 3.1 - Key Personnel: Key personnel resumes will be evaluated to determine the depth

and breadth of personnel experience on same/similar projects and as it relates to the Responsibilities that person will have on this contract. All key personnel shall have a minimum of five (5) years of professional experience in their field. Key personnel shall have a degree in the field of work governed by the position they are assigned to as follows: Project Manager – Design, Project Manager – Construction, Quality Control Manager, Senior Architect, Senior Civil Engineer, Senior Electrical Engineer, Senior Mechanical Engineer, and Fire Protection Engineer. For example, a Civil Engineer must have a degree in Civil Engineering and five (5) years of professional civil engineering experience.

Key Personnel	Requirement
Project Manager – Design	A degree & minimum 5 years professional experience.
Project Manager - Construction	A degree & minimum 5 years professional experience.
Quality Control Manager	A degree & minimum 5 years professional experience.
Senior Architect	A degree & minimum 5 years professional experience.
Senior Civil Engineer	A degree & minimum 5 years professional experience.
Senior Electrical Engineer	A degree & minimum 5 years professional experience.
Senior Mechanical Engineer	A degree & minimum 5 years professional experience.
Fire Protection Engineer	A degree & minimum 5 years professional experience.
Construction Superintendent/Foreman	Minimum 5 years professional experience.
Project Security Manager	Minimum 5 years professional experience.
Safety Officer	Minimum 5 years professional experience.

The Government will evaluate the adequacy of the Offeror's resources to successfully complete the project in accordance with the requirements outlined in Section 00110.

Proposals should also address how the offeror will have adequate resources for the project described in this RFP in light of any other ongoing projects and contractual commitments it may have within Afghanistan. Provide Capacity of Contractor's Resources, what other projects are in the works, ongoing and awarded in the past three (3) years and how does the contractor plan to manage multiple projects.

Sub-factor 3.2 - Capacity: Offerors who convincingly demonstrate that they have the reserve capacity for additional contracts or projects without adversely affecting existing projects or contracts will receive a higher rating than those which appear to be at or near capacity or fail to provide convincing evidence of surplus capacity. In order to receive a satisfactory rating, the Offeror must provide the following for evaluation:

- The contractor shall submit a list of ALL current ongoing contracts or projects. The list shall include the contract number, contract amount, original contract completion date, current official contract completion date and the current progress.
- The contractor shall identify the key personnel assigned to each of those projects.
- The contractor shall provide a narrative that explains how award of this contract will affect current contracts or projects and how the current contracts or projects will affect this contract if it is awarded to the contractor.
- The contractor shall provide a narrative that explains their capability and plan to implement an additional project and resources available to them without adversely affecting current contracts or projects.

d. FACTOR 4: PAST EVALUATIONS/PERFORMANCE:

The Government will evaluate past performance information 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.

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, and given a neutral. 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

For the award decision, all evaluation factors other than cost or price, when combined, are more important than price. All non price factors will be treated equally and all non price sub-factors will be treated equally. 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.

7. GENERAL TECHNICAL CRITERIA

- a. 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 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 Government cannot make award based on a deficient offer. Therefore, a rating of "Unsatisfactory" under any sub-factor will make the offer ineligible for award, unless the Government elects to enter into discussions with that Offeror and all deficiencies are remedied in a revised proposal.

CLAUSES INCORPORATED BY FULL TEXT

8. 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)

-END OF SECTION-

**SECTION 00110
ANA CONSTRUCTION (DESIGN-BUILD) – BEST VALUE
PROPOSAL PREPARATION**

1. INQUIRIES

Perspective offerors should submit inquiries related to this solicitation in writing by 20 August 2009:

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: Christian E. Wallace
Kabul, Afghanistan

E-MAIL ADDRESS: christian.e.wallace@usace.army.mil

Please include the solicitation number, and project title with your questions.

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

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

2. DIRECTIONS FOR SUBMITTING PROPOSALS

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

MARK PACKAGES:
Solicitation No. **W917PM-08-R-0111**
Offer Closing Date: **12 September 2009**
Offer Closing Time: **16:00**
(LOCAL KABUL TIME)

ADDRESS PACKAGES TO:
U.S. Army Corps of Engineers (USACE)
Afghanistan Engineer District (AED)
Qalaa House, Attention: christian.e.wallace@usace.army.mil
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 shall notify the Contract Specialist **in advance** in order to be met at the entrance gate to Qalaa House Compound.

3. PREPROPOSAL CONFERENCE / SITE VISIT

The Pre-proposal Conference shall be held at the Corp of Engineers Afghanistan District Headquarter in Kabul at the Qalaa House Compound on 17 August 2009 at 1000 hours (10am). There will **NOT** be an official Site Visit scheduled. Contractors are welcome to visit the site on their own, however all site visits must be coordinated with the resident Engineer Office at Farah.

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

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

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

5. FACSIMILE OFFERS

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

6. PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS**a. REQUIREMENT FOR SEPARATE PRICE AND TECHNICAL PROPOSALS.**

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

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

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

(4) All information intended to be evaluated as part of the Technical Proposal must be submitted as part of the Technical Proposal. Do not 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. 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 intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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

d. **GENERAL INSTRUCTIONS.**

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

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

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

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

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

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

e. SPECIFIC INSTRUCTIONS FOR THE PRICE PROPOSAL

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

TAB	CONTENTS OF THE PRICE PROPOSAL
#1	The Proposal Cover Sheet
#2	The SF1442 and Acknowledgement of Amendments
#3	Section 00010, 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 1442, Solicitation, Offer, and Award is to be completed by all Offerors and duly executed with an original signature by an official authorized to bind the company in accordance with FAR 4.102. Any and all amendments must be acknowledged by all Offerors in accordance with the instructions on the Standard Form 30, Amendment of Solicitation.

TAB 3: Section 00010, Pricing Schedule is to be completed in its entirety by all Offerors. See Section 00010 with attached notes, for further instructions.

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

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

f. SPECIFIC INSTRUCTIONS FOR THE TECHNICAL PROPOSAL

(1) Number of Sets of the Technical Proposal. Submit the (1) ORIGINAL and (3) 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 00120.

TAB	CONTENTS OF THE TECHNICAL PROPOSAL
Factor #1	EXPERIENCE
Factor #2	PROJECT MANAGEMENT and SECURITY PLAN
Factor #3	RESOURCES (Key Personnel and Capacity)

Factor #4	PAST EVALUATIONS/PERFORMANCE
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(3) Page Limitations. See paragraphs 6.d.(2) and 6.d.(6) above for format and page count instructions. The following page limitations are established for each factor described above:

- Factor #1, Experience – Limited to 1 Experience Form and 5 pages of representative design information per project. Maximum 10 projects.
- Factor #2, Project Management and Security Plan – Limited to 6 pages total, not including organizational charts
- Factor #3, Resources (Key Personnel and Capacity) – Limited to 1 page for each resume/Individual provided and three pages for capacity.
- Factor #4, Past Evaluations/Performance – No page limitation

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

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

(i) **TAB 1: FACTOR 1, EXPERIENCE:** Demonstrate the experience of the offeror and/or team, including sub-contractors, on projects same/similar to that described in the solicitation. The projects submitted must have been performed by the offeror and/or same team member(s) who will be providing similar services under the prospective contract.

The Government will evaluate the relevant work experience of the offeror and their proposed team, including subcontractors, on projects same/similar to that described in this solicitation. The Contractor shall complete a minimum of three (3), but no more than ten (10), “Experience Information” forms, attached at the end of this section, in response to this factor. All blocks must be filled in and all data should be accurate, current, and complete. All projects submitted must have been underway or completed with the last five years within US DOD’s CENTCOM or AFRICOM area of authority including: Afghanistan, Tajikistan, Iraq, Pakistan etc. At least one (1) of the projects provided must be valued at over \$10 million US, and all other projects must be at least \$5 million US. For each project that included design, the offer may also submit up to 5 pages of information representative of the design efforts of the project.

(ii) **TAB 2: FACTOR 2, PROJECT MANAGEMENT AND SECURITY PLAN:** Provide a narrative that addresses the offeror’s project management and security plan. The plan must address the following elements, as a minimum:

- Procedures used to manage the project, to include project management, quality control, and safety.
- How the contractor plans to meet major design and construction project milestones in the specifications that reflects completion of all work within the period of contract performance.
- Provide a narrative response that addresses timely delivery and receipt of equipment and materials at the job site which coincides with the major construction project milestones and provides for protection of equipment and materials to and from an isolated project site in a hostile environment.
- Management of concurrent work on multiple job sites if it is applicable to this project.
- Security plan including construction materials procurement/transferring to the site, site security including both constructed facilities and construction materials storage.

The offeror shall include an organizational chart depicting lines of authority and responsibility for all personnel/entities on the project, including subcontractors, from the lowest level to the corporate level. The organizational chart shall 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 project-related matters.

(iii) **TAB 3: FACTOR 3, RESOURCES (Key Personnel and Capacity):**

Sub-factor 3.1 - Key Personnel: The offeror must provide resume data for the following key personnel: Project Manager – Design, Project Manager - Construction, Safety Officer, Quality Control Manager, Senior Architect, Senior Civil Engineer, Senior Electrical Engineer, Senior Mechanical Engineer, Fire Protection Engineer, Construction Superintendent/Foreman, and Project Security Manager. All key personnel shall have a degree (engineers and project managers) in the field of work governed by the position they are assigned to and a minimum of five (5) years of professional experience in their field (all key personnel). For example, a Civil Engineer must have a degree in Civil Engineering and five (5) years of professional civil engineering experience.

Key Personnel	Requirement
Project Manager – Design	A degree & minimum 5 years professional experience.
Project Manager - Construction	A degree & minimum 5 years professional experience.
Quality Control Manager	A degree & minimum 5 years professional experience.
Senior Architect	A degree & minimum 5 years professional experience.
Senior Civil Engineer	A degree & minimum 5 years professional experience.
Senior Electrical Engineer	A degree & minimum 5 years professional experience.
Senior Mechanical Engineer	A degree & minimum 5 years professional experience.
Fire Protection Engineer	A degree & minimum 5 years professional experience.
Construction Superintendent/Foreman	Minimum 5 years professional experience.
Project Security Manager	Minimum 5 years professional experience.
Safety Officer	Minimum 5 years professional experience.

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 same/similar work required under this Contract

The Government will evaluate the adequacy of the Offeror’s resources to successfully complete the project in accordance with the requirements outlined in Section 00110.

Proposals should also address how the offeror will have adequate resources for the project described in this RFP in light of any other ongoing projects and contractual commitments it may have within Afghanistan. Provide Capacity of Contractor’s Resources, what other projects are in the works, ongoing and awarded in the past three (3) years and how does the contractor plan to manage multiple projects.

Sub-factor 3.2 - Capacity:

- The contractor shall submit a list of ALL current ongoing contracts or projects. The list shall include the contract number, contract amount, original contract completion date, current official contract completion date and the current progress.
- The contractor shall identify the key personnel assigned to each of those projects.
- The contractor shall provide a narrative that explains how award of this contract will affect current contracts or projects and how the current contracts or projects will affect this contract if it is awarded to the

contractor.

- The contractor shall provide a narrative that explains their capability and plan to implement an additional project and resources available to them without adversely affecting current contracts or projects.

(iv) **TAB 4: FACTOR 4, PAST EVALUATIONS/PERFORMANCE:** For the projects listed under Factor 1 – Experience, provide letters of recommendations, past performance evaluations, letters of appreciation, commendations, and awards or certificates of appreciation. Following is the format you should follow for your past performance submittal.

(The following projects are to be the same projects submitted under Factor 1 Experience)

1. Project Name & Location:
2. Customer Point of Contact (Note: the Government may contact this customer to verify the information provided on this form):

Name:

Address:

Phone number:

Email Address:

3. Problems encountered and corrective actions taken:
4. List Change Orders and their circumstances:
5. Project scheduled completion date and actual completion date:

IF the above dates are different, explain reason for the change.

6. Initial Project Budget (US Dollars) and Final Actual Project Cost (US Dollars):

7. Safety record and accident reports:

8. References (submit the following): Customer Satisfaction letters, Letters of Appreciation, Performance Evaluations, Certification of Achievements, Letters of Recommendations.

The Contractor Performance Assessment Reporting System (to include ACASS, CCASS, and CPARS) will be utilized to validate past performance ratings on Department of Defense contracts and any other past performance information 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 any other sources for information regarding the offerors past performance and on any projects. The government may contact references provided as part of Factor 1 – Experience for information regarding the offeror's past performance on the project and for the purposes of assessing and verifying the scope of the work performed. Offerors should provide accurate, current, and complete contact information for references provided in the project descriptions.

7. PROPOSAL COVER SHEET

PROPOSAL COVER SHEET

1. Solicitation Number:
2. The name, address, DUNS number, and telephone/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 signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

8. SOURCE SELECTION USING THE BEST VALUE 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 or other than the highest rated offer. The award decision will be based on a comparative assessment of proposals against all source selection criteria in the solicitation. See Section 00120.

For the award decision, all evaluation factors other than cost or price, when combined, are more important than price. All non price factors will be treated equally and all non price sub-factors will be treated equally. 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.

Template Experience Information Form:

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

-END OF SECTION-

The following have been deleted:

52.215-5

Facsimile Proposals

OCT 1997

SECTION 00600 - REPRESENTATIONS & CERTIFICATIONS

The following have been added by full text:

DBA FILL-IN

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

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

Service \$4.00 per \$100 of employee remuneration
 Construction \$7.50 per \$100 of employee remuneration
 Aviation \$20.00 per \$100 of employee remuneration
 Security \$12.50 per \$100 of employee remuneration

(b) Bidders/Offerors should compute the total compensation or total payroll, (salary, plus overseas recruitment incentive and post differential, but excludes per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance and other miscellaneous post allowances) to be paid to employees who will be covered by DBA insurance. Compute the cost of DBA Insurance by utilizing the spaces provided below for the base period and whatever extension there may be thereafter, if applicable.

(1) Compensation of Covered Employees: _____
 (Total Payroll Not Total Contract Value) Ex: If total Payroll is \$100,000.00

(2) Applicable DBA Rate: _____
 (Use appropriate Rate) Ex: If a Service, the rate is \$4.00/\$100 or 4%

(3) Total DBA Cost: _____
 (Amount of DBA Premium) Ex: \$100 K multiplied by 4% is \$4,000.00

(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.

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)

The following have been modified:

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

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

(2) The small business size standard is \$31.0 million.

(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 (d) 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 (d) 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 (d) applies.

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

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

- (xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 52.225-4, Buy American Act--Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.
- (xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.
- (xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--
- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
- (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
- (2) The following certifications are applicable as indicated by the Contracting Officer:
- (Contracting Officer check as appropriate.)
- (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.
- (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.
- (iii) 52.219-22, Small Disadvantaged Business Status.
- (A) Basic.
- (B) Alternate I.

-----(iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

----- (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

----- (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification.

----- (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (Alternate I only).

----- (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

----- (ix) 52.227-6, Royalty Information.

----- (A) Basic.

----- (B) Alternate I.

----- (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) 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 that apply to this solicitation as indicated in paragraph (c) of this provision 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
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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)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

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

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) There will NOT BE AN OFFICIAL SITE VISIT SCHEDULED.

252.229-7001 TAX RELIEF (JUN 1997)

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

NAME OF TAX: (Offeror Insert) RATE (PERCENTAGE): (Offeror Insert)

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

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

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

(End of clause)

The following have been deleted:

52.215-20 Alt I	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997) - Alternate I	OCT 1997
252.225-7044	Balance of Payments Program--Construction Material	JAN 2009

SECTION 00700 - CONTRACT CLAUSES

The following have been added by full text:

52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 120 days after the NTP.

Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 120 days after NTP. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUL 2009)

(a) Definitions. As used in this clause--Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Law of war means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

Subordinate joint force commander means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support. (1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations. (1) The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(e) Pre-deployment requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through--

(1) A military-run training center; or

(2) A Web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that--

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been

engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) Processing and departure points. Deployed Contractor personnel shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct--

(i) Constitutes violation of the law of war; or

(ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must--

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The Regional Security Officer may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

- (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
- (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.
- (4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
- (5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.
- (l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.
- (m) Evacuation.
 - (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.
 - (2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.
- (n) Next of kin notification and personnel recovery.
 - (1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.
 - (2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.
- (o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.
- (p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.
- (q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--
 - (1) Contingency operations;
 - (2) Humanitarian or peacekeeping operations; or
 - (3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of clause)

The following have been modified:

TBC CLAUSES

AI 22.1705-100

PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (MAR 2009)

(a) All contractors (“contractors” refers to both prime contractors and all 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.

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(b) 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 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.

(c) 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.

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

(End of Requirement)

AI 23.1000-100
REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (MAR 2009)

Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur.
 Report the following information:

Contract Number:
 Contract Description & Location:
 Company Name:
 Reporting party:
 Name:
 Phone number:
 e-mail address:
 Victim:
 Name:
 Gender (Male/Female):
 Age:
 Nationality:
 Country of permanent residence:
 Incident:
 Description:
 Location:
 Date and time:
 Other Pertinent Information:

(End of Requirement)

AI 25.1103-101
ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (MAR 2009)

General. Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including U.S. CENTCOM, Multi-National Force Commander and Multi-National Corps Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:
 DODI 3020.41, *Program Management for Acquisition and Operational Contract Support in Contingency Operations*;
 DFARS 252.225-7040, *Contractor Personnel Supporting a Force Deployed Outside the United States*;
 Class Deviation 2007-O0010, Contractor Personnel in the United States Central Command Area of Responsibility
 CPA Order #17, *Registration Requirements for Private Security Companies*, dated 27 Jun 04;
 U.S. CENTCOM Policy Letter, Mod 1, *Personal Protection and Contract Security Service Arming*, dated 7 Nov 2006

Required Government Documentation. The unit requesting the contractor security shall provide a description of the following to the arming approval authority and to the contracting officer:

The specific location where the PSC will operate;
 The persons and/or property that require protection;
 The anticipated threat;

The required weapon types; and

The reason current security/police forces are inadequate.

Required Contractor Documentation. Contractors and their subcontractors at all tiers that require arming approval shall provide the following to the contracting officer representative (COR):

Documentation that each employee who will be armed under the contract received the following training—

Weapons Qualification/Familiarization. All employees must meet the qualification requirements established by any DoD or other U.S. government agency

Law of Armed Conflict (LOAC);

Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and

Distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.

Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.

One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior;

One (1) copy of an operating license (or a temporary operating license) from the Ministry of Interior;

A communications plan that, at a minimum, sets forth the following:

The contractor's method of notifying military forces and requesting assistance where hostilities arise or combat action is needed;

How relevant threat information will be shared between contractor security personnel and U.S. military forces; and

How the contractor will coordinate transportation with appropriate military authorities.

An acceptable plan for accomplishing background checks on all contractor and subcontractor employees who will be armed under the contract. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan and which will be documented and furnished to the COR upon completion):

Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, CIA records, and/or any other records available;

Verify with MNC-I or Afghanistan RCE – CG Provost Marshal that no employee has been barred by any commander within Iraq or Afghanistan; and

Certify, after completing all checks, that all persons armed under this contract are not prohibited under U.S. law from possessing a weapon or ammunition.

Required Contractor Acknowledgements. Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the COR:

Penalties for Non-Compliance. Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

Criminal and Civil Liability. Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to U.S. and Host Nation prosecution and civil liability. "Host Nation" refers to the nation or nations where services under this contract are performed.

Lapses in Training. Failure to successfully retrain an employee who is armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon to the contractor and will remain unarmed until

such time as they are retrained and the COR determines that the retraining is sufficient. **Authorized Weapon & Ammunition Types.** Unless DCDRUSCENTCOM (or a designee) provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government approved weapons and ammunition. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:

The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).

The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.

U.S. government Ball ammunition is the standard approved ammunition.

Requirements for Individual Weapons Possession. All employees of the contractor and its subcontractors at all tiers who are armed under this contract must:

Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c);

Carry weapons only when on duty or at a specific post;

Not conceal any weapons, unless specifically authorized;

Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and IAW USCENCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited. In the event of a suspension or an exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period where they will be armed.

Weapons/Equipment Restrictions and Responsibilities. Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

Rules for the Use of Force (RUF). In addition to the RUF and ROE training referenced in paragraph (c), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

Taking a direct part in hostilities or combat actions, other than to exercise self-defense;

Failing to cooperate with Coalition and Host Nation forces;

Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm;

Failing to use a graduated force approach;

Failing to treat the local civilians with humanity or respect; and

Detaining local civilians, other than in self-defense or as reflected in the contract terms.

Retention and Review of Records. The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

Contractor Vehicles. Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble U.S./Coalition or host nation military and police force vehicles.

Quarterly Reporting. The prime contractor will report quarterly (i.e. NLT 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting

Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract:

The total number of armed civilians and contractors;

The names and contact information of its subcontractors at all tiers; and

A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (c)(5).

(End of Requirement)

AI 25.1103-104

COMPLIANCE WITH LAWS AND REGULATIONS (MAR 2009)

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all 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 operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in the USCENTCOM Area of Operations (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

(End of Requirement)

AI 25.1103-109

MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED EMPLOYEES (MAR 2009)

(a) Contractors, and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National, and U.S. employees, working on military have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may utilize a testing method of either a chest x-ray or TB skin test (TST).

(i) Chest x-rays shall be taken and TB tests administered within 90 days prior to the start of employment.

(ii) Screening may be performed either by a licensed medical provider from the local economy or by contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening documentation will be required by the responsible Base Defense Operations Center (BDOC) prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in positions where they are working with food or water production and distribution shall have current Typhoid and Hepatitis "A" (full series) vaccinations, in addition to the TB tests required above.

(a) At least the first inoculation in the Hepatitis "A" series must be given prior to the start of employment, with continuation and completion of the inoculation series. The Typhoid inoculation must be completed within two years prior to the date of employment in the food and water service capacity.

(i) Once the complete Hepatitis "A" vaccination series is completed, it does not have to be repeated. The Typhoid vaccination requires a booster immunization every three years.

(ii) Proof of individual employee vaccinations shall be provided to the Contracting Officer and maintained by the Contractor for examination by the Contracting Officer.

(End of Requirement)

AI 25.1103-2

ARMED PERSONNEL INCIDENT REPORTS (MAR 2009)

(a) All contractors and subcontractors in the Multi-National Forces-Iraq (MNF-I) or Combined Joint Task Force (Afghanistan) theater of operations shall comply with and shall ensure that their personnel supporting MNF-I or CJTF forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective MNF-I or CJTF Commanders relating to force protection and safety.

(b) **IRAQ:** Contractors shall provide all incidents and use of weapons firing incidents to the MNC-I Contractor Operations Cell (CONOC) as soon as practical, based upon the situation, and submit a written report to CONOC within 4 hours. The initial report shall include the name of the company, location of the incident, time when the incident occurred, a brief description of the events leading up to the incident, and a company point of contact. A follow-up, comprehensive written report shall be provided to the CONOC within 96 hours of the incident. Reports shall be submitted to CONOC at: mncic3conoc@iraq.centcom.mil; DSN 318-435-2369; Iraqna 0044 203 286 9851 or 0044 203 239 5894; or Skype: MNCICONOC.

(c) **AFGHANISTAN:** Contractors shall report all incidents and use of weapons through their Contracting Officers who will notify the JOC Watch at Bagram AB. (JOC SHIFT DIRECTOR, DSN: 318-431-4116; SVOIP: 431-7108) Information should 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. The JOC Watch duty officer will issue guidance for further reporting requirements.

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and

remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. 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 contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/JOC Watch.

(End of Requirement)

AI 25.1103-103

FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (MAR 2009)

(1) 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.

(2) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, AFCENT, 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 (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(3) 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.

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

(5) 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 4 June 2008, 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.

(a) Inpatient daily rate: \$2,041.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

(b) Outpatient visit rate: \$195.00. This includes diagnostic imaging, laboratory, pathology, and pharmacy provided at the medical facility.

(End of Requirement)

**AI 25.1103-105
MONTHLY CONTRACTOR CENSUS REPORTING (MAR 2009)**

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-O0010.

(End of Requirement)

**AI 25.1103-110
CONTRACTOR EMPLOYEE LEGAL REQUIREMENTS (MAR 2009)**

(a) The contractor shall not employ, nor allow a subcontractor to employ, any person that has ever been convicted, in any U.S. court, including a court-martial, of any crime against an Iraqi and/or an Afghan national, regardless of the place at which the crime occurred.

(b) For the purpose of this clause, "crime" is defined as: "a violation of a law in which there is injury to the public or a member of the public and a term in jail or prison, and/or a fine as possible penalties." Further, the crime must be an offense that could be classified as a Class B misdemeanor, or any higher class up to a Class A felony, as referenced at 18 USC §3559.

(c) Contractors shall exercise effective screening processes to ensure that individuals not conforming to this standard are identified and prohibited from, or removed from (if already employed) working under this contract.

(d) Contractor employees discovered to have one of more prior convictions as described above shall be removed from the contract at the contractor's expense.

(e) Failure to adhere to the requirements of this clause could result in a termination for cause or termination for default, in accordance with the terms and conditions of this contract.

(End of Requirement)

AI 36.521-100**ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS
(MAR 2009)**

- (a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.
- (b) The contractor, in coordination with the Contracting Officer, Base Camp Mayor, Base/Unit Engineers, and requiring activity shall evaluate, upgrade, build, and/or refurbish buildings to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality.
- (c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:
- (1) "the minimum requirements of United States' National Fire Protection Association (NFPA) 70,
 - (2) National Electrical Code (NEC),
 - (3) the American National Standards Institute (ANSI) C2, and
 - (4) the United States' National Electrical Safety Code (NESC).
- (d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation, then provisions within the International Electrical Code (IEC) or British Standard (BS 7671) shall be followed. Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.
- (e) The following internet links provide access to some of these standards:
 UFC: http://65.204.17.188/report/doc_ufc.html
 NFPA 70: <http://www.nfpa.org>
 NESC: <http://www.standards.ieee.org/nesc>

(End of Requirement)

WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) - CONSTRUCTION (OCT 2008)

- (a) This Special Contract Requirement supplements FAR Clause 52.228-3 Workers' Compensation Insurance (Defense Base Act).
- (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 Insurance** unless the contractor has a DBA selfinsurance program approved by the Department of Labor. Proof of this self-insurance shall be provided to the Contracting Officer. The contractor shall submit proof of a valid DBA Insurance policy with CNA Insurance for the Prime and their Subcontractor's at every tier prior to performance of the contract. The current rate under the USACE and JCC-I/A contract is **\$7.50 per \$100 of compensation for construction.**
- (c) The contractor agrees to insert a Special Contract Requirement substantially the same as this one in all subcontracts (at every tier) to which DBA is applicable.
- (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 mandatory requirements DBA contract administered by CNA Insurance and their Managing Broker, Rutherford International.
- (f) Failure to comply and purchase Defense Base Act (DBA) Insurance in accordance with FAR Clauses 52.228-3 Workers' Compensation Insurance (Defense Base Act), from the U.S. Army Corps of Engineers mandatory Insurance Carrier/Broker (CNA Insurance/Rutherford International) for the Prime and all of the Subcontractors at every tier, shall be considered a material breach and could cause your contract to be terminated for default/cause.

(End of Requirement)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
Please contact the Office of Federal Contract Compliance Programs as appropriate	Please contact the Office of Federal Contract Compliance Programs as appropriate

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Kabul, Afghanistan.

(End of provision)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 20% percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

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

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

www.arnet.gov or www.farsite.hill.af.mil

(End of provision)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

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

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Combined Security Transition Command, Afghanistan (CSTC-A) Camp Eggers, Kabul Afghanistan.

(End of clause)

The following have been deleted:

252.229-7001	Tax Relief	JUN 1997
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The following were previously included by full text and are now included by reference:

52.233-3	Protest After Award	AUG 1996
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SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **7** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **420 CALENDAR DAYS** after the NTP. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$1,556.00** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

252.225-7044 BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIAL (JAN 2009)

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

Commercially available off-the-shelf (COTS) item--

(1) Means any item of supply (including construction material) that is--i

(i) A commercial item (as defined in paragraph (1) of the definition of ``commercial item" in section 2.101 of the Federal Acquisition Regulation);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. 40102), such as agricultural products and petroleum products.

“Component” means any article, material, or supply incorporated directly into construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

``United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. This clause implements the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except for—

(1) Construction material valued at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation; or

(2) The construction material or components listed by the Government as follows:

Excavation and Fill, Sand, Aggregate, Asphalt, Cement, Fired Brick, Concrete Masonry Units, Stone, Fuel, Windows and Glass, Doors and Hardware, Terrazzo Flooring, Vinyl Flooring, Paint, Plumbing, Heating, Electrical.

(End of clause)

(End of Summary of Changes)