

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 26
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 20-Dec-2009	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS OPERATION ENDURING FREEDOM APO AE 09356	CODE W5J9JE	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-0113	
		X	9B. DATED (SEE ITEM 11) 14-Nov-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 checked="" 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 <u>1</u> 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.) Provide Answers to Offer Questions Provide Amended Scope of Work for the Sample Task Order Provide Amended Section 0120 Provide Section 01040 Security A conformed copy of the RFP is attached.				
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 _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 20-Dec-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Provide Answers to Offer Questions
Provide Amended Scope of Work for the Sample Task Order
Provide Amended Section 0120
Provide Section 01040 Security
A conformed copy of the RFP is attached.

Answers to Offeror's Questions

1. On page 128 of 184 (R-113) & page 116 of 172 (R- 114) shows the table of contents for price proposal that indicates: B section 00010 proposal pricing schedule, schedule A, and coefficient pricing schedule. In the package RFP there is no included proposal pricing schedule & schedule A, we have only the coefficient schedule; please provide the schedules as required.

ANSWER: "pricing schedule", "schedule A", and "coefficient pricing schedule" are all the same thing. This refers to the CLIN schedule contained in the RFP.

2. Paragraph 4.1 of the Task order says: The contractor shall design and construct the facilities as a design-construct contract (design- build contract) and shall be in accordance with the requirements stated in CSI Sections 01000, Job Order Contract Technical Specifications and CSI Section 01-15, Job Order Contract Construction Task Catalog. We couldn't find the CSI Section 01-15. Please advise us.

ANSWER: Paragraph 4.1 "CSI Section 01-15" refers to CSI Divisions 01 through 15. These specifications are in the technical specifications "techsecs.pdf". However, we included section 16000 as well, so it should have said "CSI Divisions 01-16". An amended Scope of work is attached to clarify that this means CSI Divisions 01 through 16 in the technical specifications book.

3. Initial task orders for Khost & Qalat don't have CLINs for pricing. Are we to put the prices on the items in the paragraph 4.1.2 of the mentioned task orders?

ANSWER: You should create a task order price proposal using only those appropriate CLINs from the RFP schedule that are required.

For example in RFP W917PM-09-R-0113, Khost is under CLIN 0003. New Construction (Normal work hours) for Khost is CLIN 000301. So you will create a price proposal and itemize all the normal work hour items for Khost under CLIN 000301. If you will have overtime, you will use CLIN 000302 for the overtime items. You will itemize all the non-prepriced items under CLIN 0009, and DBA under 0010.

For W917PM-09-R-0114, Qalat (Zabul province) is under CLIN 0006. New Construction (Normal work hours) for Zabul is CLIN 000601. So you will create a price proposal and itemize all the normal work hour items for Zabul under CLIN 000601. If you will have overtime, you will use CLIN 000602 for the overtime items. You will itemize all the non-prepriced items under CLIN 0007, and DBA under 0008

4. In the mentioned paragraph item 3- morgue/ body wash facility and item 4- body preparation area and viewing area, these are shown as parts of one building; but they are indicated as separated line items, are we to put prices as separate line items and how?

ANSWER: You are to itemize all work items under the appropriate CLIN (see answer to question 3) and show them multiplied out by the appropriate coefficient and UPB cost. You may sum all the items under the same CLIN before you apply the coefficient.

5. At the bidding stage we cannot estimate the exact quantities and construction work items, because the drawings are conceptual and may change at the design stage, and also we don't have enough time to go by details (for example: for interior plumbing and electrical works we assume a percentage of the total cost) please advise us.

ANSWER: Conceptual drawings should be used for purposes of proposing (bidding). It is understood by all parties that there is contractor risk when bidding a design-build project. This risk is taken into account when price is being reviewed.

6. The drawing of morgue shows refrigerators for dead body storage, are we to provide the refrigerators. If yes please provide us the size, numbers and requirements.

ANSWER: Yes, you are to provide these. The facility shall be capable of storing between 20 and 25 bodies.

7. (0114) Page 34 and 35 of 172, what does the min. guarantee mean when you establish \$10,000 as the maximum on page 99 of 172, CLIN 0009?

ANSWER: This is the minimum obligation of \$10,000 mentioned in the executive summary to create a binding contracting as described in FAR 16.504(a)(1) & (2). Because the initial task order will likely exceed \$10,000, this CLIN will probably never be used.

8. (0114) Page 97 of 172, what does this table mean? Each CLIN is noted as \$99 Million but the total maximum agreement amount is \$99 Million?

ANSWER: This is the theoretical maximum that could ever be ordered on any CLIN. Because the entire contract will never exceed \$99 Million, no CLIN could exceed \$99 Million.

9. (0114) Page 97 thru 103 of 172, do we fill in the Max. / Min. for each CLIN? Exactly what does the table mean?

Answer. No, you do not have to fill in this table. This table establishes the theoretical maximum for any CLIN.

10. Can you Explain what are the Meaning Following In CLIN

- 1) Home office
- 2) G&A factor

ANSWER: These are your indirect costs, which should be included in your coefficients.

11. Can you please explain by an example how CLIN is going to implement or work?

ANSWER: See answer to Question 15 on Amendment 2.

12. We understand how you would like to see the percentages displayed in the final submittal. Obviously the sample tasks are new construction. Do you want to see us apply our CLIN percentages for new construction to Qalat and Khost only. Example: Let us say that are percentage total for CLIN 000601 New Construction Normal Work Hours Zabul is 200%. Should we only apply this to the UPB price one time. I mean should we take our line item estimate and show that we understand that our UPB price should be multiplied by this 200% factor. Since the base estimate will not change, it doesn't make sense for us to use the repair or overtime CLINS and simply keeping changing the multipliers over and over since these items don't really apply and the other sites will simply be the same base bid from the UPB multiplied by the factors that we fill in for each CLIN.

ANSWER: As instructed in the RFP, provide a price proposal for each province or group of provinces that constitute a CLIN, not just Zabul (Qalat) and Khost. For expediency, you may group and sum all the UPB items before you multiply them by the applicable coefficient(s), but please clearly list the items inside the group.

While the sum of the UPB “book cost” will not change for each province, your actual operating cost will be different for each province because the direct costs and security can be very different depending on the province. You are strongly encouraged to develop separate price estimates for the sample project for each province, as the cost of operating in one province may differ drastically from another and this will help you develop your coefficients.

13. I have attended the Pre-proposal Conference and i have read the RFP for this project. I have faced problems using the UPB. Would please describe me, how I am able to find the security, mobilization/demobilization, direct cost adjustment, home office, G&A Offer and profit unit prices in the UPB. It would be so kind of you.

ANSWER: See answer to Question 15 on Amendment 2. The UPB only contains conjectural direct (labor and material) costs, which may differ from your actual direct cost in any particular province. The UPB does not contain any indirect costs. You will have to develop a direct cost for each province and compare it to the UPB to determine the “direct cost adjustment”. Similarly, you will have to develop your own mobilization/demobilization, and security factors as percentages of the UPB. The Home Office overhead and General & Administrative (G&A) costs are determined by your own business structure and revenues. You determine the profit objective that you wish to propose. Pricing out the sample task for each province will help you estimate your likely cost for these items.

14. Please clarify if the scope of work under this contract includes just construction of morgue facility? If not please clarify the nature of additional works required including Operation & Maintenance, and minor construction and repair?

ANSWER: The morgue facility is a sample task order under this contract. Additional task orders under this contract will include small job new construction and repair. Examples include but are not limited to: construction of security walls with triple strand concertina wire, entry control points, guard towers, guard shacks, fencing, demining (of the job site), hesco installation.

15. Please clarify if UXO removal and clearance is for the morgue facility area only or does it cover other areas on camp?

ANSWER: UXO removal and clearance is for the morgue facility area only.

16. Please confirm that local utilities are available for connection to new morgue facility at all sites? If yes please specify the maximum distance to be assumed for connection to all utilities?

ANSWER: Yes existing utilities are available for connection to new morgue facility at all sites. Assume a maximum distance of 150M for connection.

17. In SOW please clarify if the Contractor require to Supply &furnish two Morgue Refrigerators for Morgue Building.

ANSWER: Yes, contractor shall provide two Morgue Refrigerators for Morgue Building as shown in Morgue Design Concept layout.

18. Please advise if a Parking area is required under the SOW and what the area space and surface finish required.

ANSWER: No a parking area is not required under the SOW.

19. In RFP Conception drawing Appendix E-CMU Wall & Roof detailed section -7, please clarify if the internal building walls are required to be Lead-Lined?

ANSWER: No, The internal building walls are not required to be Lead-Lined.

20: The HVAC system described on the sow as below:

“HVAC units will be of sufficient size and power to handle the heating and air conditioning requirements. Exhaust fans (125 CFM) will be mounted in the end walls above and close to both sinks; a ceiling fan and HVAC split unit will be installed in the family viewing area.”

But as you see in Appendix D-morgue conceptual design, it describes we shall provide and install one exhaust fan and one HVAC unit for body wash area, three exhaust fans, one HVAC unit and one sink for body prepare (body storage area), only one exhaust fan for body viewing (family viewing) area. There difference between sow and conceptual drawing please clarify.

ANSWER: Please follow the conceptual drawings and provide and install one exhaust fan and one HVAC unit for body wash area, three exhaust fans, one HVAC unit and one sink for body prepare (body storage area), only one exhaust fan for body viewing (family viewing) area.

21. Can we present a program consisting of several projects as one experience information in our proposal (to be considered one experience information)?

ANSWER: Yes, as long as the work is similar in nature to the work required in this solicitation. Be sure to include a summary of the program (price, size, duration) and not just individual projects. Stay within the page limitations.

22. Is a successful offeror required to hire a project management team to be dedicated only at each task order issued (a unique team for any task order awarded)?

ANSWER: No. A dedicated project management team for each task order is not required.

23. The evaluation criteria for factor 2: resources states that government will evaluate offeror capacity, resources, and key personnel for the project; does this capacity and key personnel differ from data that should be provided in factor one?

ANSWER: The resources identified in factor 1 and factor 2 can be the same. Factor 1 deals with the quantity and quality of the resources while Factor 2 deals with availability.

24. We have reviewed Amendment 2 answer #17. We understand that the Sample Task Order proposal must be included with the RFP proposal package due 28 Dec. 2009. There are no guidelines in the RFP documents or Amendments detailing instructions on proposal preparation requirements for the Sample Task Order, itself. What are the requirements for preparing a proposal for the sample task order itself? What are the items we are to address? How do we meet those requirements without affecting page count in the overall proposal for the JOC North and JOC South, respectively?

ANSWER: There is no page limit on the price proposal. The following is quoted from the RFP for the North: “The Offeror will submit a task order price proposal for each CLIN (province or group of provinces) in the RFP. Each task order price proposal shall include an itemized listing of jobs or subtasks from the Unit Price Book that are necessary to complete the task order scope of work. The Offeror shall also itemize any work not in the Unit Price Book necessary to complete the project. The price proposal shall show the appropriate UPB line item, a short description of the item, the quantity required, the unit of measure, the unit price, the proposed price coefficient for the province, and the total price in dollars for the item after the coefficient is applied. The Offeror shall also itemize any work items not found in the Unit Price Book and propose a price for those items using CLIN 0009. The Offeror shall propose a price for DBA insurance using CLIN 0010. The Offeror shall sum the subtotals for all items to reach a grand total that includes all work required by the task order scope and specifications.” The CLIN numbers for the South RFP are different.

The following format would, for example, meet this requirement. This is an example. The UPB in the example items are not necessarily part of this scope, but are selected at random for demonstration purposes only.

CLIN 0003 Khost Province

CLIN 000301 New Construction Regular Hours

\$30,236.40

UPB Line	Description	QTY	Unit	UPB Price	Subtotal	Co-efficient	Total
03150 2000	Concrete Slab Foundation Flat slab with drop panels, Forms in place, elev slab, to 4.6 m high, 1 use, flat w/drop panels	200	M2	\$81.68	\$16,336.00		
04234 0050	Exterior Walls CMU, back-up, 50 mm x 200 mm x 400 mm, no scaf/reinf, 13.8 MPa	1000	M2	\$17.26	\$17,260.00		
	Totals				\$33,596.00	90%	\$30,236.40

CLIN 000302 New Construction Overtime**\$16,869.26**

UPB Line	Description	QTY	Unit	UPB Price	Subtotal	Co-efficient	Total
09263 0150	Interior Wall Gypsum plasterboard, no finish incl, on walls, std, 10 mm thk	800	M2	\$3.91	\$3,128.00		
09312 3120	Flooring, Room 1 Ceramic tile, face mtd, 25 x 50 mm, cem bed,cush edge,mosaic fl tile	180	M2	\$67.77	\$12,198.60		
	Totals				\$15,326.60	110%	\$16,859.26

CLIN 0009 Non-Prepriced Items**\$ 13,581.25**

Description	QTY	Price	Unit	Subtotal	Remarks
Widgets	2	\$1,000	ea	\$2,000.00	See attached subcontractor quote
Gadgets	4	\$2,000	ea	\$8,000.00	See attached price breakdown
Thingamajigs	100	\$2.50	ea	\$250.00	See attached subcontractor quote
Subtotal					\$10,250.00
Indirect costs	25%			\$2,562.50	
Subtotal					\$12,812.50
Profit	6%			\$768.75	
Total					\$13,581.25

CLIN 0010 DBA Insurance**\$25,000.00****Grand Total for Task order****\$85,676.91**

Again, this is an example. Your proposal may be a different format as long as it follows the instructions in the RFP and provides all the required information. Please provide sufficient back up, especially for the non-pre-priced items.

25. Security-Section 01410 Standard Contract Security is missing in the RFPs for both JOCs (North and South). However, the RFP solicitation refers to section 01410 stating, to provide contract security requirements.

ANSWER: The Security Section 01410 is included with this amendment.

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The Task Order Scope of Work is modified:

SCOPE OF WORK

ANA QALAT MORGUE AND BODY WASH

1.0 GENERAL

The objective of this ANA Qalat Morgue Facility project is to provide the ANA Camp Eagle with a permanent facility for the washing, preparation, storage and viewing of the deceased ANA soldiers. Site is located adjacent to Bldg 303 (ANA Clinic) at Camp Eagle, Zabul Province, Qalat, Afghanistan. Refer to appendices (Site & Location Map) for site location. The project is defined as the design, material, labor, and equipment to construct for the proper preparation, storage and viewing of ANA casualties from the Camp Eagle base. The work within this contract shall meet and be constructed in accordance with current U.S. design and International Building Codes (IBC), Life Safety Codes (NFPA-101), Force Protection and security standards. A partial listing of references is included herein:

IBC, International Building Codes 2003
NFPA 101, Life Safety Codes
UFC 4-010-01, DoD Minimum Anti-Terrorism Standards for Buildings.

1.1 COST ESTIMATE

The contractor shall prepare a detailed cost estimate for AED Engineering data collection purposes using the Job Order Contract Construction Task Catalog. The contractor shall prepare a thorough, well-supported, estimate reflecting the final design features, construction schedule and conditions, and any construction phasing requirements. The cost estimate shall be submitted as part of the proposal for this Job Order.

2.0 LOCATION

Adjacent to the Clinic Facility Bldg 303, Camp Eagle ANA Base, Qalat City, Zabul Province, Afghanistan as shown on attached maps.

Grid Coordinates (Lat/Long) of the Qalat ANA Brigade Helipad Grid Coordinates (within the vicinity)

N 32.11507 E 66.88698
42SUA0064455146 MGRS

3.0 UNEXPLODED ORDNANCE (UXO)

3.1 UXO REMOVAL AND CLEARANCE

The contractor shall search for, identify and clear all mines and unexploded ordnance (UXO) from the entire site. The contractor may only provide clearance/removal services via UN Mine Action Center for Afghanistan (UNMACA) accredited entities, and clearance shall be accomplished to the anticipated foundation depth as indicated in the contract. If sub-surface construction activities will be performed on this site the minimum clearance depth will be to 1 meter. Clearance/removal may only be undertaken in accordance with International Mine Action Standards (IMAS) and the Afghanistan Mine Action Standards (AMAS). When mines and/or UXO's are identified, the Contractor shall place them in a location in accordance with IMAS/AMAS. The work shall proceed in phases, concurrently with other construction efforts as determined by the contractor. Construction will not commence in any area that has not been cleared to the specified depth. The contractor shall provide the Government a clearance certificate approved by the UNMACA indicating that the site is clear of mines and UXO's and is available for construction operations to proceed. It is the responsibility of the Contractor to be aware of the risk of encountering UXO/mines and to take all actions necessary to assure a safe work area to perform the requirements of this contract. The Contractor assumes the risk of any and all personal injury, property damage or other liability arising out of or resulting from any Contractor action taken hereunder. The Contractor and its subcontractors may not handle, work with, move, transport, render safe, or disarm any UXO/mine, unless they have appropriate accreditations under the IMAS/AMAS from the UNMACA. The contractor will furnish the US Army Corps of Engineers Demining Safety a copy of their intended demining/demolition plan for a safety review prior to commencement of demining activities on all sites.

If a UXO/mine is encountered after a UNMACA-approved clearance certificate is provided to the Government, UXO/mine disposal shall be handled in accordance with Section 01015, Technical Requirements.

4.0 SUMMARY OF WORK

4.1 CONTRACTOR REQUIREMENTS

The contractor shall design and construct the facilities as a design-construct contract (design- build contract) and shall be in accordance with the requirements stated in [the CSI Sections ~~01000~~, contained in the Job Order Contract Technical Specifications and the CSI Sections ~~01-15~~, Job Order Contract Construction Task Catalog listed in the unit price book](#). The design and construction work shall include but not be limited to that shown within attached table and described herein.

4.1.1 GENERAL REQUIREMENTS FOR FACILITIES

A) Morgue/Body Wash Facility: The contractor will construct a 12,200mm x 6,100mm CMU structure slab on grade, reinforced with rebar. Roof will be trussed "shed style" with galvanized standing seam metal. Exterior and interior surface to be plaster finished and painted. Interior ceiling to be sheetrock, seams taped, finished and painted. Structure will match surrounding structures in form and construction. (No windows) Facility will be permanently connected to the Camp Eagle power grid, water and waste water systems. (Attached diagrams) Half the facility will be for body washing and body preparation. The second half will be for refrigerated storage of human remains and a family viewing area. The body preparation areas will be constructed according to the below specifications and attached drawings. The morgue/family viewing areas will provide both body storage and family body-viewing sections (separated by a curtained, interior wall). The two rooms will be joined via a central set of double-doors wide enough to permit easy passage of a body on a wheeled preparation table.

B) Body Preparation Areas, Viewing Area, and Equipment: Provide a body preparation area; provide a family body-viewing area, and morgue, body storage area. (see below specifications and attached drawings).

1) Mortuary equipment: The contractor will provide body handling equipment designed for the moving, washing, dressing, and display of the deceased. Specifically, the contractor will provide two (2) transportable dissecting tables (such as Shandon Model AN-54, see attachment); and a decorative wall covering or curtain (and the necessary hardware) to cover the back wall of the body display area (and to conceal the door to the body preparation area).

2) Plumbing: Both body preparation areas will be connected with: water supply lines connected to the clinic water supply via the emergency water storage tank; floor drains connected to the main sewer line; stainless-steel, deep sinks with both hot and cold water and regular faucets; water heaters; and overhead body washing systems integrated with the sink plumbing. If necessary, these systems will be augmented by electric pumps. The system's tubing will be flexible, retractable (relative to its position above the body preparation area), and long enough to reach the entire length of the body preparation table, also, it will be terminated by a handheld spray nozzle / shower head. The sinks will drain into the main sewer line and all drains will have P-traps and clean-outs.

3) Electrical: The structure will be wired for a 100A 380V 3 Phase electrical system to service the entire facility. The body preparation areas will be wired for 220V / 50 Hz; each long wall will be provided a minimum of (3) power receptacles; each short wall will be provided at least one power receptacle. Power will be provided to the lighting, HVAC, exhaust fans and water heaters. HVAC units will be of sufficient size and power to handle the heating and air conditioning requirements. Exhaust fans (125 CFM) will be mounted in the end walls above and close to both sinks; a ceiling fan and HVAC split unit will be installed in the family viewing area.

4) Interior Lighting: Lighting will be provided in each section of the body preparation, morgue, and family viewing areas; light fixtures and fluorescent tubes will be compatible with those used in the clinic, (Camp Eagle buildings) and will provide a level of illumination necessary and adequate for each area. Light switches will be located inside next to all entrance and exit doors.

5) Exterior Lighting: There will be a weatherproof light fixture mounted on the wall outside the door; switches for these fixtures will be wall-mounted immediately inside the door.

6) Doors: Weatherproof, double-doors will be installed on both ends of the building. A weatherproof, double-door will be installed in the passageway between the two body preparation areas. And a double-door will be installed in the wall dividing the body preparation area from the body viewing area of the building. All exterior doors will have locking metal door knobs.

7) Floors: Floor will be made of a non-absorbent material that facilitates cleaning and disinfection.

8). **CRITICAL REQUIREMENT:**

Body wash tables and equipment orientation must be directionally correct to conform to the Muslim faith. Body wash tables must be so constructed for all water to drain in one direction (water must drain away from the head).

4.1.2 BASE BID

Design and Mobilization (Preconstruction):

Line Item	Description
Item 1	Site Planning & Design
Item 2	Mobilization
Item 3	Demobilization
Item 4	As-Built Drawings

Site Development (Construction):

Line Item	Description
Item 1	Demining/UXO Removal
Item 2	Site Work

Item 3	Morgue/Body Wash Facility
Item 4	Body Preparation Areas, Viewing Area, and Equipment
Item 5	Interior and Exterior Water and Sewer System
Item 6	Interior and Exterior Electrical & Lighting, and HVAC System

4.2 DEMOLITION AND GRADING

Grading at the site is required and shall conform to requirements within references herein. Native crushed stone 100 mm thick shall be placed around all buildings, from the building wall or building landscaping out 2m and all areas of anticipated foot or vehicle traffic to reduce erosion and to provide dust control. Concrete walkways shall be installed between buildings and parking areas.

4.3 SITE ELECTRICAL DISTRIBUTION SYSTEM

POWER: Contractor shall connect to local power grid where available.

4.4 HVAC, HEATING VENTILATION AIR-CONDITIONING

Environmental control of the facilities shall be achieved by HVAC equipment proposed by the contractor and approved by the U.S. Government.

4.5 LIFE SAFETY

Design and Construct circulation pathways and exit doors in accordance with building code references herein. The facility shall comply with all other safety requirements as required within references.

4.6 LIGHTING

General lighting shall be provided as indicated on the Summary of Work and shall meet recommendations from IESNA for the building type and function. Design and installation shall meet NEC 70 requirements. Exterior lighting shall be procured and installed as prescribed on the Summary of Work.

4.7 FOUNDATION DESIGN

Foundations, including subgrade, shall be designed and constructed based on recommendations from Unified Facilities Criteria (UFC) standards and prescribed design guides required herein.

5.0 COMPLETION OF WORK

All work required under this contract shall be completed within 180 calendar days including government review time from Notice to Proceed for site work. Site work construction will not be allowed to proceed until demining is complete.

6.0 SPARE PARTS

Refer to other sections herein for requirements.

7.0 REFERENCES

Refer to CSI Sections 01000, Job Order Contract Technical Specifications and CSI [Section 01-15 Division 01 through 16](#), Job Order Contract Construction Task Catalog for required references.

-- END OF SECTION --

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SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

The following have been modified:

PROPOSAL EVALUATION

**SECTION 00120
O&M SINGLE AWARD TASK ORDER CONTRACT
FOR
CONSTRUCTION / REPAIR / MAINTENANCE – 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 THE EVALUATION FACTORS**
All nonprice factors are equal in weight and importance. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. The Government is concerned with striking the most advantageous balance between technical merit (“quality”) and price to the Government (i.e., the price). The degree of importance of price could become greater depending upon the equality of the technical proposals. If competing technical proposals are determined to be essentially equal, price could become the controlling factor.
4. **EVALUATION OF THE PRICE PROPOSALS**
Price will be evaluated and considered but will not be scored or combined with other aspects of the proposal evaluation. Only firm-fixed-price proposals will be considered. The proposed price coefficients 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 Offerors Technical Proposal. Additionally, all offers will be analyzed for unbalanced pricing.
 - 4.1. The price will be used along with the technical evaluation to make selection for award. Since evaluation of the price proposal will represent a portion of the total evaluation, it is possible that an Offeror might not be selected for award because of unreasonable, unrealistic, or incomplete price proposal information..

5. EVALUATION OF THE TECHNICAL PROPOSAL.

The Technical Proposal will be evaluated based on the following evaluation criteria:

FACTOR 1 – TECHNICAL: There are three subfactors associated with this evaluation factor. They have equal weight with one another in the evaluation and selection processes.

SUBFACTOR A: MANAGEMENT CAPABILITIES AND SECURITY PLAN

EVALUATION CRITERIA

The Government will evaluate each Offeror's planned approach for successfully managing task orders on a simultaneous basis at different locations throughout Afghanistan. Significant participation by subcontractors in the management of the project work shall also be fully and completely described along with other pertinent information indicated below for the prime contractor.

The Government will evaluate key organizational staff, both on and off-site responsible for the management, quality and safety of the work to be performed. This includes identifying an Offeror's RMS Manager and the qualifications and capabilities they possess to successfully perform the assignments required by this position. Information identifying major responsibilities, qualifications and background experience shall be provided for the key staffing personnel and included in the plan.

The Government will evaluate the Offerors identification of special areas of concern and proposed mitigating actions that will be taken in the resolution of those concerns in order to ensure successful completion of all assigned Job Order tasks.

The Government will evaluate the Offerors description of how they propose to obtain the necessary security clearances and base access permissions in an expeditious manner.

Offerors shall include organizational charts with accompanying clarifying descriptions and explanations of how various management staff members (prime and subcontractors) will interact with one another to coordinate activities in various locations and amongst various subs. The Government will evaluate organizational structure, logic and strength of planned administration.

Failure to meet the standards under this factor may result in an unacceptable rating and possible elimination from further consideration for contract award.

SUBFACTOR B: TECHNICAL CAPABILITIES

EVALUATION CRITERIA

The Government will evaluate each Offeror's plan for providing (whether from its own sources or the sources of subcontractors) appropriate resources (labor, equipment and material) in a timely manner in order to begin and complete job order tasks in an expeditious, quality and safe manner.

The Government will evaluate each Offeror's subcontractors and principle suppliers that may be called upon or employed in the performance of job order tasks. The types of work that each subcontractor and supplier would perform shall be identified for evaluation. The Government will evaluate Offerors clear description of the types of work that will be performed by the prime contractor. Offerors shall convincingly describe their systems for the selection and management of subcontractors and principal suppliers in order to ensure compliance with contract requirements. Offerors shall convincingly explain how they will integrate and coordinate the work efforts of the various subcontractors with the work to be performed by the prime contractor. If no subcontractors are planned, then Offerors shall provide a convincing statement as to how they can accomplish the work without them.

SUBFACTOR C: EXPERIENCE

EVALUATION CRITERIA

The Government will evaluate and shall assign higher ratings for an Offeror's experience in managing and executing projects that are similar to the solicitation work that is anticipated to be performed. The Government will also give greater weight to experience performing minor construction, repair and maintenance work involving all the types of work pertaining to the technical disciplines of masonry; steel fabrication; plumbing; electrical; carpentry; mechanical; metal working; and heating, ventilation and air conditioning; etc., performed in the same geographical area. More weight will be given by the Government in the evaluation and selection processes for projects that are the same size or larger than the solicitation project and that were performed during the last three years. An Offeror can also obtain a higher rating by providing many examples of projects possessing similar technical characteristics as the solicitation project indicates may occur.

The Government will evaluate each Offeror's ability to identify at least three projects involving characteristics that are similar to the types of work contemplated by this solicitation as described in the scope of work that have been at least partially performed within the last six years. The following information shall be provided concerning each of these projects: project name; description of the project involved; description of the work actually performed by an Offeror; whether the Offeror was the prime contractor or a subcontractor; location of the project; when the project was completed (if not completed, current progress percentage); dollar value of the project; dollar value of the work actually performed by the Offeror. Experience information shall also be provided for proposed subcontractors that are anticipated to perform 20 percent or more of the annual dollar value ceiling for the work. Point of contact information for projects that demonstrate prior experience shall also be provided including names of knowledgeable client or customer representatives and e-mail and or telephone numbers. This contact information may be presented in an Offeror's *Experience* or *Past Performance* portion of its non-pricing presentation.

The Government will consider the experiences of the individual members of a joint venture or partnership, if an Offeror proposes as such. However, an Offeror with previous applicable experience as a joint venture or partnership as proposed will be given greater weight than a newly formed joint venture or partnership whose members have no previous experience working together.

The Government will not consider in the evaluation and selection processes experience information provided for firms that will have no actual hands-on involvement in an Offeror's performance of the work. An example of this would be the providing of experience pertaining to parent or sister companies and firms that are not to be actually involved in the performance of the solicitation work.

FACTOR 2 – RESOURCES: There are three subfactors associated with this evaluation factor. They have equal weight with one another in the evaluation and selection processes.

~~SUBFACTOR A: RESOURCES~~

~~EVALUATION CRITERIA~~

~~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 3 three years and how does the contractor plan to manage multiple projects.~~

SUBFACTOR ~~B~~ A: KEY PERSONNEL

EVALUATION CRITERIA

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 degree in the field of work governed by the position (except Safety Officer, Quality Control Manager and Construction Superintendent) they are assigned to and a minimum of five (5) years of professional experience in their field. For example, a Civil Engineer must have a degree in Civil Engineering and 5 years of professional civil engineering experience.

The following key personnel shall have resume data: Project Manager-Design, Project Manager-Construction, Safety Officer, Senior Architecture Engineer, Senior Structural Engineer, Senior Civil Engineer, Senior Mechanical Engineer, Senior Electrical Engineer, Quality Control Manager, and Construction Superintendent. These individuals cannot be committed to other on-going projects.

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

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

SUBFACTOR **C B**: CAPACITY

EVALUATION CRITERIA

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 meet the following requirements:

- The Offeror shall submit a list of All current ongoing contracts or projects.
- The list should include the contract number, contract amount, original contract completion date, current official contract completion date, and the current progress.
- The Offeror shall identify the key personnel assigned to each of those projects delineated in Factor Resources: Subfactor B; Personnel for each of the current contracts or projects.
- The Offeror shall provide a narrative that satisfactorily explains how award of this contract will not adversely affect any current contracts or projects.
- The Offeror shall provide a narrative that satisfactorily explains how they are going to assume the responsibility for this additional contract or project as well as an explanation of the resources they will use on this contract without adversely affecting current contracts or projects.
- The contractor's responses will be evaluated to determine if the contractor has additional capacity to handle the project.

TECHNICAL AND RESOURCES FACTORS	
ADJECTIVE	DEFINITIONS

Outstanding	A majority, if not all, of the aspects pertaining to this factor and subfactors being considered have been addressed by an Offeror in such a manner as to provide outstanding contributions to the successful completion of the project. All aspects were presented in an exemplary manner. The management and or technical capabilities described by an Offeror are clearly superior to what is normally expected for a qualified contractor performing on a project of the type and kind here involved. Risk Level: Very Low
Good	At least some of the aspects pertaining to this factor and/or subfactor involved have been addressed by an Offeror in such a manner as to provide significant contributions to the successful completion of the project. The management and or technical capabilities described by the Offeror are much better than what is normally expected for a qualified contractor performing on a project of the type and kind here involved. Risk Level: Low
Acceptable	A majority, if not all, of the aspects pertaining to this factor and/or subfactor involved have been addressed by an Offeror in an acceptable manner in order to provide discernable contributions to the successful completion of the project. The management and or technical capabilities described by the Offeror are as would be expected for a qualified contractor performing on a project of the type and kind here involved. Risk Level: Moderate
Marginal	At least some aspects pertaining to this factor and/or subfactor involved have been addressed by an Offeror in an unacceptable or poor manner thereby providing at least some doubt as to the successful completion of the project. The management and or technical capabilities described by the Offeror are less than would reasonably be expected for a qualified contractor performing on a project of the type and kind here involved. Risk Level: High
Susceptible to being made Acceptable	Offeror's Management and Technical Capabilities proposal, or parts thereof, cannot be rated <i>Marginal</i> because of error(s), omission(s) or deficiency (ies) which are capable of being corrected without a major rewrite or revision of its proposal. The management and technical capabilities information provided is considered to reflect high or very high risk in that it lacks clarity and precision, is generally unsupported, and does not demonstrate a complete understanding of the solicitation requirements as they pertain to this factor.
Unacceptable	At least a majority of the aspects pertaining to the factor and/or subfactor involved have been addressed by an Offeror in such a manner as to provide little or no significant contributions to the successful completion of the project. The management and or technical capabilities described by the Offeror are clearly less than would normally be expected for a qualified contractor's performance on a project of the type and kind here involved. Risk Level: Very High

FACTOR 3 – PAST PERFORMANCE:

EVALUATION CRITERIA

The Government shall evaluate information about each Offeror's past performance the relevancy of past performance to this project. Past performance pertains to how well an Offeror has performed past work that is an indicator of future performance. (Past performance is not the same as experience which pertains to what types of work an Offeror has performed. Past performance pertains to how well an Offeror performs work.) For the purpose of this evaluation *past performance* means an Offeror's reputation for satisfying its customers by delivering (i) quality work (ii) in a timely manner (iii) at a reasonable cost (iv) in a safe working environment as well as its reputation for (v) reasonable and cooperative conduct, and (vi) overall commitment to customer satisfaction.

The Government will evaluate all Offeror written evidence of these past performance qualities in the form of, but not limited to, letters and certificates of commendation, performance awards, performance evaluations, evidence of repeat work with the same clients or owners (particularly when non-competitively obtained), etc. Offerors are

encouraged to solicit and obtain letters of recommendation from past owners and clients from which contemporaneous written documentation may not be presently available. These documents shall not be more than six years old from the date of the solicitation. Documents that are older than six years will not be considered in the evaluation process.

The Government will evaluate contact information provided for customer or client personnel that are directly familiar with the Offeror's past performance on the projects submitted in an Offeror's proposal pertaining to the factor of *Experience*. This shall include names and position in regard to the project(s) submitted, telephone or facsimile numbers, e-mail addresses, etc. This information may be presented in an Offeror's *Experience* or *Past Performance* portion of its non-pricing presentation.

In addition to the written evidence and contact information, the Government will evaluate each Offeror's description of how the submitted past performance documents are relevant to this particular solicitation project. Greater weight shall be assigned to those Offerors whose past performance contains projects that are similar to this solicitation project.

The Government will consider the complementary aspects of the separate participants in a joint venture or partnership, by evaluating the joint venture or partnership as a whole. However, an Offeror with previous applicable past performance as a joint venture or partnership as proposed will be given greater weight than a newly formed joint venture or partnership that has no previous past performance history together.

Offerors are cautioned that past performance information that is provided for a member of a joint venture or partnership that has no involvement in the project will not be considered in the Government's *Past Performance* factor evaluation.

Offerors are reminded, however, that while the Government may elect to consider data obtained from other sources, the responsibility of proving successful past performance information rests with the Offeror.

In the event that an Offeror does not have a record of past performance, a written explanation stating the reason(s) why no record is available is required. In this latter case, a *neutral* rating with *unknown* risk will be assigned for this evaluation factor

Low Risk	Little doubt exists, based on the Offeror's performance record, that the Offeror can perform the proposed effort.
Moderate Risk	Some doubt exists, based on the Offeror's performance record, that the Offeror can perform the proposed effort.
High Risk	Significant doubt exists, based on the Offeror's performance record, that the Offeror can perform the proposed effort.
Unknown Risk	Little or no relevant performance record identifiable; equates to an unknown risk rating having no positive or negative evaluation significance.

FACTOR 4 – PRICE:

EVALUATION CRITERIA

The Government will evaluate proposed price offers in order to determine their completeness and reasonableness. The Government will perform its price evaluation by comparing an Offeror's proposed price coefficients, initial task order price, and sample task order prices against the Government's estimate as well as against each of the other Offerors' proposed prices and coefficients. Price evaluations will not result in the assignment of adjective ratings. However, the Government will seek to identify proposal risks associated with the proposed price offers by determining the likelihood of an Offeror's ability to successfully perform at the proposed price coefficients.

Offeror's are cautioned that they must submit the Proposal Schedule in order to enable the Government to conduct a

thorough analysis of the proposed price coefficients.

Offerors are cautioned that they must submit a price coefficient for every item in the Proposal Schedule where such a coefficient is required. The unilateral adding or subtracting of price coefficient proposal items, or the making of revisions to price coefficient proposal items, by an Offeror, is not authorized.

6. GENERAL TECHNICAL CRITERIA

- 6.1. Material omission(s) may cause the technical proposal to be rejected as unacceptable.
- 6.2. 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.
- 6.3. Proposals which are generic, vague, or lacking in detail may be downgraded. The Offeror's failure to include information that the Government has indicated shall be included may result in the proposal being downgraded and/or being found deficient if inadequate detail is provided.
- 6.4. The Government cannot make award based on a deficient offer. Therefore, a rating of "Unsatisfactory" under any subfactor will make the offer ineligible for award, unless the Government elects to enter into discussions with that Offeror and all deficiencies are remedied in a revised proposal.

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

SECTION 01040 SECURITY

SECTION 01040

SECURITY

8.0 SPECIFIC CONTRACT SECURITY ASSESSMENT

The Government has determined that there is a High Risk associated with the security environment in which this work is to be performed. This rating takes into consideration the geographic location of the work, including the Government's institutional knowledge of the recent history of this area as it relates to security, and the nature of the work to be performed under this contract. The Government is entitled to assume that the contractor possesses the degree of knowledge that is "standard" to experienced contractors in this industry and location, and that the contractor will gain other relevant information that is reasonably available about the contract to be performed. The Government is further entitled to assume that the contractor understands its abilities as they relate to the work to be performed under the contract.

9.0 GENERAL BACKGROUND

Operations in Afghanistan require Armed Contractors (ACs) and Private Security Companies (PSCs) to fulfill a variety of important security functions for the Department of Defense (DOD), Department of State (DOS), and other entities operating in the Combined Joint Operations Area – Afghanistan (CJOA-A). Included in these ACs and PSCs are traditional private security companies, the Afghan security guards, and DOD contractors who are armed for personal protection. Traditional PSCs perform convoy escort, static security, and personal security details (PSDs). Afghan security guards (ASGs) provide local static security to Forward Operating Bases (FOBs), Company Operating Bases (COPs), and other infrastructure with local Afghan companies. DOD contractors may be armed either as a function of the service they provide or their operating location. These AC/PSCs are not combatants; they execute services to protect personnel, supplies and equipment, and fixed facilities. Weapons employed by AC/PSCs are for purely defensive purposes only. This section is in accordance with the "USCENTCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DOD Civilian Personnel and Contractors for Iraq and Afghanistan", 7 November 2006.

The intent of these contracted services is to "free" joint forces to conduct military operations and other inherently governmental functions. As the CJOA-A experiences both building of combat power as well as the parallel civilian uplift effort, the reliance on contracted services to include AC/PSCs is likely to increase. AC/PSC services are necessary to secure installations and other infrastructure, conduct movement support for sustainment, train Afghan Forces to proficiency, and transport key personnel throughout the CJOA-A. The terms armed contractor, private security company, or contractor personnel,

includes all personnel directly employed by the contractor at any tier of contract or subcontract. This section applies to all armed contractors providing service on DOD contracts.

10.0 GOVERNMENT REPRESENTATIVES

USACE will have a hierarchical security organization that disseminates essential security information and provides consistent and comprehensive use of security information. The USACE Area OIC/NCOIC will serve as the Area Office security officer and the Resident OIC/NCOIC will serve as the security officer at each Resident Office. When required the Area Office will request security plan review support from the Anti-Terrorism/Force Protection (AT/FP) expertise in the District Joint Operations Center (JOC). The Contractor may request this support from the Area/Resident Office OIC.

10.1 SECURITY PLAN

The security officers will review and approve all current and future contractor security plans prior to submittal approval by the authorized representative of the contracting officer. The security officer shall ensure that all contractor security plans are in accordance with the contract requirements. The security plans shall address movement of contractor labor, material, and equipment including contractor notification requirements to Government security officers who will in-turn inform Task Force Commanders and other Coalition Forces. The security officers will lead the quality assurance program to ensure contractors are executing their approved security plans. The Government will not allow the Contractor to start work without an approved security plan.

10.2 SECURITY COORDINATION

Contractor will be required to coordinate construction site security with Security Officer who will coordinate with the Task Force or Provincial Reconstruction Team (PRT) Commanders. Afghan or Coalition Forces may be available, under certain circumstances, to assist the contractor on a case by case basis. The Government also expects the Contractor to coordinate with local Afghan Forces to the greatest extent possible. Coordination does NOT include nor imply making payments of any nature whatsoever to the local ANA/ANP or Local/Provincial Government Officials for permission or protection to construct the project. The contractor will immediately inform the Government if asked to make any such payments, and the Government will provide further direction to the contractor. Corruption will not be tolerated at any level, under any circumstances. Conducting business in this manner will be grounds for termination of the contract.

10.3 CLAIM FOR SECURITY DELAYS

Following a threat or an attack on a USACE contractor or a contractor claim for security delays, the security officer will validate the incident and assess the incident's impact to the contract period of performance. Within 30 days of the incident, if the contractor submits a request for an extension of time, the Government ACO will assess the incident's impact to the construction schedule and as necessary issue a contract modification for additional non-compensable time.

10.4 SECURITY RATING

Each contract/task order will be assigned a rating by the Government security officer (see paragraph 1.0). This rating will determine the level of approval for the security plan. Assistance from the District's JOC AT/FP expertise may be required to assess the rating. Ratings and approval levels are below:

- a. Extremely High Risk: District Commander
- b. High Risk: Deputy CDR, Chief of E&C, Area OIC, or J3 OIC
- c. Moderate Risk: Chief of Construction, Area OIC/NCOIC, or Area Engineer
- d. Low Risk: Resident OIC/NCIOC, Resident Engineer

10.5 GOVERNMENT PROVIDED SECURITY

Any U.S. Government provided security/escort services will be in accordance with DFAR 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2006).

11.0 SITE SECURITY FOR PROJECTS OUTSIDE OF ACTIVE COALITION FORCE BASES

The contractor shall develop a site security plan and program (IAW Security Plan Section) to provide 24 hr/7 days a week security for the project throughout the performance of the Contract. There will be licensed armed guards manning project watch towers, the main entry gate, and roving patrols of the compound, adjacent hills, and observation posts at all times. Tower guards will maintain perimeter security to include thwarting any attempted theft, vandalism, or attacks. Roving guards will patrol vehicle staging areas making sure unauthorized personnel are not present, and prevent damage or sabotage of grounds and/or equipment. Roving patrols will also check nearby hills to prevent snipers or any other terrorist activity that might threaten the site. Facility security shall include access control to limit entry to unauthorized personnel, conduct vehicle and personnel bomb searches, report suspicious persons, question persons as required, and respond to calls for security support and assistance. The Contractor shall employ culturally appropriate means of searching personnel. Local governments, ANA/ANP units, and Coalition Forces should be coordinated with to support the large scale security of the site to the greatest extent possible; however, the contractor is ultimately responsible for providing security. Coordination does NOT include nor imply making payments of any nature whatsoever to the local ANA/ANP or Local/Provincial Government Officials for permission or protection to construct the project. The contractor will immediately inform the Government if asked to make any such payments, and the Government will provide further direction to the contractor. Corruption will not be tolerated at any level, under any circumstances. Conducting business in this manner will be grounds for termination of the contract. The contractor is expected to perform all required actions to protect the construction site compound from theft and vandalism and personnel from physical harm. These measures are strictly for the protection and defense of the on-site people and property; contractors are not authorized to conduct any type of offensive operations. For security of road construction, transportation of supplies, and equipment convoys, see the appropriate section below.

11.1 SITE SECURITY FOR PROJECTS ON-BASE

The Contractor shall provide general perimeter force protection security for developing the site. Security may include but is not limited to temporary fences and private security guards. Perimeter security shall prevent unauthorized site access and provide site protection to the contractor's work force and the Government personnel for the duration of the project. Many bases in Afghanistan have multiple contractors and local Afghan security forces working on them; it is the responsibility of the Contractor to ensure the 24/7 protection of the construction site from vandalism and theft. If the security situation request measures more than the general provision specified by the Contractor, the contractor shall inform

the Government immediately. The Contractor has the ultimate responsibility for all security measures. These measures are strictly for the protection and defense of the on-site people and property; Contractors are not authorized to conduct offensive operations.

11.2 SECURITY FOR ROAD PROJECTS, TRANSPORTATION, & CONVOYS

Road construction projects will maintain at least two armed traffic control points (TCPs) at 300 meters in both directions of the road, or at a distance that terrain dictates. TCP guards will thoroughly inspect vehicles, entering the compound for explosives, contraband, and unauthorized personnel. TCP guards will also check for proper identification and conduct physical searches of personnel entering and leaving the site. They will report suspicious persons, question persons as required, and respond to calls for security support assistance. The TCP must have controlling barricades to slow traffic in both directions, but not to block the road completely. The Contractor shall employ culturally appropriate means of searching personnel. The TCP must have a vehicle ready for immediate evacuation or pursuit of AAF trying to access the construction site.

11.2.1 MOVEMENT OF PROJECT EQUIPMENT AND SUPPLIES

The Contractor will inform the Government no later than 72 hours before any movement of project equipment and supplies outside of any Coalition Force bases in the CJOA-A. Both the Government and the Contractor must be aware of information security, using face-to-face meetings, courier mail, or other secure means of communication to discuss movements. All contractor convoys will have a minimum of two armed security details in the front and rear of the convoy. Convoys longer than three vehicles will also have a center armed security detail. The minimum security detail is a vehicle(s) with two armed security personnel, each with AK-47 or equivalent weapons. While the aforementioned is a minimum requirement, the Contractor shall have an armed security detail commiserate with the threat of the route. The threat of attack in Afghanistan is very real, and Contractors must be prepared for violent ambushes from Anti-Afghanistan Forces (AAF). Redundant communication equipment is highly recommended using cell phone, satellite phone, or other Contractor/Government supplied communication/tracking equipment.

11.2.2 SECURITY DETAIL

The project site will also have a security detail on either side of the on-site construction. These details must be able to protect and defend from nearby buildings, hilltops, and concealed terrain while still providing immediate on-site security to the construction equipment and personnel.

11.2.3 REQUIRED TRAINING

The contractor shall employ personnel that are trained in finding mines and improvised explosive devices along the construction route. Contractor personnel are prohibited from getting close, touching, or handling any explosive devices or unexploded ordinance found. The Contractor will report the location of any of these devices to the Government security officer or local Afghan Forces immediately for disposal/removal.

12.0 SECURITY PLAN

During the Preconstruction Conference, the Contractor will receive the Government's Alignment, Movement, & Security Plan (AMSP). The AMSP will have at a minimum:

- a. An estimated threat assessment of the project area and major supply routes.
- b. The contact information for the USACE security officers, engineering/construction representatives, local Coalition Forces, and local Afghan Forces near the project site.
- c. General emergency procedures and critical information required for Coalition/Afghan Force security assistance.
- d. The estimated number of quality assurance (QA) site visits by the Government on a weekly/monthly basis.
- e. Any special security requirements directed by the Coalition Force Commanders in the area.

12.1 ESTIMATED THREAT ASSESSMENT

The contractor is expected to develop a site security plan to cover a range of security operations from low to high threat. Included in this plan will be the capability for a surge of manpower and equipment required during high threat conditions. The contractor is expected to notify all on-site personnel of increased threats and protective action to take.

12.2 SECURITY PLAN REQUIREMENTS

The security plan introduction must contain the following information at a minimum: MOI license number, AISA licensed (Yes/No), armed contractor & subcontractor company names, contract number/title, contracting agency (USACE-AED), type of work, number/type of weapons authorized, POC for company with contact details, Government Contracting Officer and COR with contact details, number of security personnel by type (U.S., Afghan, Other), company's country of registration/origin.

12.3 PERSONNEL

The plan shall contain the names, photos, and tazkira numbers of security personnel, those personnel with access to weapons/ammo and those persons who will be handling or transporting explosives. As part of the security plan, the contractor shall continually submit the coordinates of the contractor's base camps, quarries, and current work locations. The Contractor shall submit, prior to the commencement of construction, a plan for security protection, with a list of the chain of command. Perimeter security shall prevent unauthorized site access and provide safety protection to the Contractor work force and government personnel for the duration of the project. The Contractor is solely responsible for security however local police shall be coordinated with regarding security to the greatest extent possible. Coordination does NOT include nor imply making payments of any nature whatsoever to the local ANA/ANP or Local/Provincial Government Officials for permission or protection to construct the project. The contractor will immediately inform the Government if asked to make any such payments, and the Government will provide further direction to the contractor. Corruption will not be tolerated at any level, under any circumstances. Conducting business in this way will be grounds for termination of the contract. Additionally, our new contracts are going to require that ALL security personnel are to be registered biometrically.

12.4 FORCE PROTECTION CONDITION LEVELS

The contractor will use at least four force protection condition levels (Extremely High, High, Moderate, Low) with corresponding levels and codes for on-site threat postures (uniforms, weapons, and vehicle movements). The contractor will use road movement safety restriction codes (Green, Amber, Red, or

Black) for frequently traveled roads in the vicinity of project site. Force protection conditions and vehicle route status will be publicized to the site population. As a guideline, here are the Coalition Force route status codes:

- f. Green – Route Open; no restrictions
- g. Amber – Route Open; only mission essential travel allowed on this route; the Government Security Officer must approve all Contractor movements.
- h. Red – Route Open; requires Commander's approval for travel. Forces are required to use armored vehicles; all non-essential ground site visits suspended.
- i. Black – Route Closed to Coalition Forces except for emergency travel.

12.5 COORDINATION WITH LOCAL POLICE

The contractor will establish a threat assessment group with local police to determine local area threats and adjust force protection conditions as required. The contractor must use language assistants/interpreters if there is a language difference between the armed security personnel, the contractor project manager, and other on-site personnel.

12.6 SECURITY PLAN SUBMITTAL REQUIREMENTS

Contractors will submit security plans in accordance with contract Section 01335 – Submittal Procedures for Projects.

13.0 ARMING LICENSE

Contractor personnel who are armed will be properly authorized to carry arms in Afghanistan by registering and obtaining a license to carry arms from the Afghanistan Ministry of the Interior through USFOR-A. Armed contractor personnel must be properly trained and qualified on each weapon they will be authorized to use. Exceptions to proceed without a valid MOI license may be granted in rare cases at the sole discretion of the Government. Failure to obtain this license is grounds for contract termination. All armed contractors must carry a copy of their Letter of Authorization (LOA) and their MOI license at all times. U.S. and Coalition Forces have the right to ask for this documentation at any time.

14.0 LOCAL HIRE VETTING PROGRAM

The Contractor shall maintain a local hire vetting program for all local hires required under performance of this contract, to include background checks. The Contractor will conduct interviews and review employment application information for their candidates, with results of the interview and information reviews provided to the USACE security representative for appropriate action. The Contractor will be available to accept reports of threats and intimidations, and forward these to the appropriate Government agency for resolution. The Contractor will demonstrate an awareness of cultural nuances (i.e. tribal relationships, etc.) and employ culturally sensitive measures when conducting interviews. The U.S.

Government will enter all AC/PSC personnel into the nation-wide Biometrics network to verify Contractor vetting.

15.0 COMMUNICATION

The contractor will operate a 24/7 security operations center with communication capability to each guard on duty and the ability to notify all on-site personnel of increased threats and protective actions to take. *The operations center will also have the capability of 24/7 communication with the local Coalition, ANA, or ANP security forces.* The Contractor shall have communication with the District JOC at all times for rapid emergency response; the Government Security Officer will give the Contractor the JOC contact information. Communication can be via cell phone, email, satellite phones, VHF, HF, CODAN, text, or other communication technologies compatible with the Government's capabilities. The Contractor will provide the Government with their contact information (names, numbers, frequencies, email addresses, transponder IDs, etc.) for the site encompassing all available communication means.

16.0 CONTRACTOR PROVIDED EQUIPMENT

The contractor will provide the operational security equipment including but not limited to weapons, radios, uniforms, vehicles, vehicle fuel, phones, and other equipment as proposed by the contractor to provide complete site security.

17.0 TRAINING

The contractor will develop a training plan for each aspect of the security operations to ensure all employees receive initial and quarterly training to maintain certification, proficiency, and safety. Records of the training is an inspectable item for the COR and Security Officer. The Contractor will ensure all security personnel are trained on the required COMISAF/USFOR-A Tactical Directive, ROE/RUF, escalation of force (EOF), withdrawal/clear drills, proportionality, target discrimination, positive ID, Law of War, small unit tactics training, and general convoy drills like vehicle recovery. This training will also include but not limited to weapons qualification, vehicle operations, IED, site security, traffic/entry control points, and safety. The contractor shall provide a sufficient number of trained personnel to meet the required security level for the project beginning on the date of mobilization.

18.0 KEY CONTROL

The contractor shall establish and implement methods in writing to ensure that all keys issued by the Contractor are not lost or misplaced and are not used by unauthorized persons. The contractor shall develop procedures covering key control that will be included in their quality control system (See Section 01451). The project managers will keep a master log of all keys and provide a copy to the contracting officer's representative (COR) for verification. If a key is lost or stolen, the Contractor shall pay to have all impacted locks changed/rekeyed immediately.

19.0 SAFETY BARRICADES

Barricades shall be required whenever safe public access to paved areas such as roads, parking areas, or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night. Travel to and from the project site shall be restricted to a route approved by the Government site supervisor. As the situation dictates, one security guard will be posted at each safety barricade.

20.0 RESPONSIBILITY FOR PHYSICAL SECURITY

Prior to mobilization, the Contractor shall submit his proposed means of providing project physical security to prevent unauthorized access to equipment, facilities, materials and documents, and to safeguard them against sabotage, damage, and theft. The Contractor shall be responsible for physical security of all materials, supplies, and equipment of every description, including property which may be Government-furnished or owned, for all areas occupied jointly by the Contractor and the Government, as well as for all work performed. Security may include but is not limited to fence and private security guards. The Contractor shall provide perimeter force protection security for the developing site. The plan shall address in detail the contractors proposed procedures, and organization necessary to produce and maintain effective security within the contract limits twenty-four (24) hours a day seven (7) days a week. This document shall be referred to as part of the security plan submittal.

21.0 CRITICAL INFORMATION TO REPORT

The Government is responsible for the management and oversight of DOD Contracted AC/PSCs delivering services throughout the CJOA-A. Given the impact of either contractor misbehavior or catastrophic attacks against contractors, it is critical that information regarding AC/PSC incidents is communicated quickly and accurately to the Government for purposes of management, fact-finding, and mitigation where necessary. The Government must receive the information addressed below. The Contractor will report any of these information requirements immediately to the Government site supervisor:

- j. AC/PSC Escalation of Force to include the use of weapons resulting in the death or injury of an Afghan citizen, coalition, or U.S. service member, other government official, or contractor
- k. AC/PSC accidents, traffic, or otherwise, resulting in the death or injury of an Afghan citizen, coalition, or U.S. service member, governmental official, or contractor.
- l. Attacks against AC/PSC activities by Anti-Afghan Forces resulting in the death or injury of an Afghan citizen, coalition or US service member, governmental official, or contractor.
- m. Reports of "lost convoys." These are AC/PSC escort or independent activities which have lost contact with their companies.
- n. AC/PSC Escalation of Force, accidents, or other activities that result in significant damage to Afghan or USG vehicles, materials or facilities.
- o. Anti-Afghan Force actions including small arms fires (SAF), RPG fire, indirect fire (IDF), improvised explosive devices (IEDs), and/or complex attacks against AC/PSC activities.

- p. Contractor accidental or negligent discharge of a weapon.

22.0 REOCCURRING REPORTS.

Every month the Contractor will report the following to the designated contract security officer:

- q. The number, type, and general description of every weapons discharge by the Contractor or any tier of subcontractor on the project.
- r. The name of the Contractor's security manager and the total number of armed personnel working on the project.
- s. The total number by type/caliber of all weapons employed on the project.
- t. The serial numbers and license plates of all armored vehicles used for the project.
- u. The type of transponder/tracking system used for any moving equipment used for the project.
- v. Any changes made to security personnel (new hires, employees who quit or were let go, transfers, etc.).

Referenced Biometrics Clause:

52.225-4001 SECURITY CONTRACTOR REQUIREMENTS (OCT 2009)

The Contractor shall submit the names of all employees who will be working in security positions prior to their performance of any such work on this contract. All security personnel will be subject to Biometrics (retinal scan) testing by representatives of the Contracting Officer, at any time during performance of work on the contract. The names of security personnel and the Biometrics testing results will be vetted with the Afghanistan government, International Security Assistance Forces (ISAF), or U.S. Forces-Afghanistan to determine if any of the proposed security personnel are on the list of enemy combatants compiled by these sources. If the Contractor is notified by the Contracting Officer that such security personnel are on any of these lists of enemy combatants, such employees must be immediately removed from work on this contract. Repeated incidents of hiring security personnel on any of the lists of enemy combatants will be grounds for terminating the contract for default.

(End of Summary of Changes)