

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 17
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 20-Oct-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-0122	
		X	9B. DATED (SEE ITEM 11) 22-Sep-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 checked="" 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 <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.) See Continuation Page				
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		20-Oct-2009
		(Signature of Contracting Officer)		

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The purpose of this amendment is to

- 1) provide contractor questions and answers;
- 2) incorporate the revised DBA Clauses, DEFENSE BASE ACT INSURANCE RATES – LIMITATION – FIXED-PRICE (OCT 2009) and WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) – SERVICES (OCT 2009) in Section H & K;
- 3) incorporate revised Bid Schedule to include DBA CLINs;
- 4) revise Section L Proposal Preparation to original and 2 copies;
- 5) extend the proposal due from 22Oct2009 to 31Oct2009, 16:00 (4:00PM Kabul Time).

QUESTIONS/ANSWERS

1. QUESTION/ANSWER:

Will the Government consider an extension to the closing date of the solicitation by 7 – 14 days due to short time available to react to the answers to questions?

Closing date will be extended 9 days to 31 October 2009.

2. QUESTION/ANSWER:

We have received information indicating that the DBA rates stated in the RFP were for the FY 2009 contract with CNA, and that these rates have been changed for FY 2010. Please confirm that the DBA rates shown in the RFP are current?

The rates in the RFP are current; for Service Contracts the rate is \$4.00 per \$100.00 of employee remuneration

3. QUESTION/ANSWER:

In the event that DBA rates change during the course of the contact, will AED-N modify the unit rates to accommodate the adjustment?

Yes.

4. QUESTION/ANSWER:

Page 20, Paragraph 1.57.2: Please identify what provisions of that paragraph are to be inserted into all purchase orders and subcontract agreements as none are cited.

The provision to be inserted is Paragraph 1.57 Public Release of Information

5. QUESTION/ANSWER:

Page 26, Section G: Does the AED have access to the WAWF? If yes, will the information for submission of invoices through WAWF be added to the contract?

No.

6. QUESTION/ANSWER:

Page 55, 52.204-8: The NAICS code was provided as 526910. Is the assumption of 500 employees the correct size standard for this requirement?

**The NAICS code for this acquisition is 562910 Remediation Services.
Size standard is 500.**

7. QUESTION/ANSWER:

Page 60, DBA: Is the contractor to complete the data required for DBA amounts on Page 39 and Page 60, or just Page 60?

ALL clauses in Section K must be completed and submitted with the proposals. Section K is the certification section of the RFP.

8. QUESTION/ANSWER:

In the event that proposals cannot be physically submitted before the stipulated time, will complete proposals submitted by e-mail be accepted?

No.

9. QUESTION/ANSWER:

Does the Government intend that offerors will factor all logistic support and other costs involved for the various task orders into the CLIN prices?

Yes.

10. QUESTION/ANSWER:

There appears to be two definitions of Remote Site. CLINs 000106, 100006, 200006 and paragraph 1.10 of the Statement of Work define remote site as over 100 kilometers from the closest ISAF location, but 1. paragraphs 1.09 and 1.11 of the Statement of Work define remote site as over 20 kilometers from the closest ISAF location. Which definition is correct?

A remote site is defined as 20 kilometers from the nearest ISAF / Afghan National Security Forces (ANSF) base for each condition; it will be revised for para. 1.10.

11. QUESTION/ANSWER:

For the EOD tasks (CLINs 000107, 100007 and 200007), where the work is performed at remote sites, do you intend for offerors to incorporate all logistic support costs involved into the daily rates or will the construction contractor be required to provide access to and use of all or some of the logistic support required (i.e., lodging, meals, security, fuel and water), or will the offeror be required to plan for all of this support individually?

The Offeror should incorporate all logistical support costs into its unit costs. At most sites, the UXO clearance / demining will be required weeks before the construction contractor is on site.

12. QUESTION/ANSWER:

For the EOD tasks (CLINs 000107, 100007 and 200007), paragraph 1.13 of the Statement of Work, is there any language skill requirement?

The Contractor may use any means necessary to complete its tasks. All communications with the Corps of Engineers will be in English.

13. QUESTION/ANSWER:

Paragraph 1.9 of the Statement of Work requires that the Site Survey Report be prepared and certified by an individual with Level I EOD qualifications or equivalent. Should this be Level 2 or 3?

The Contractor individual responsible for preparing and certifying the Site Survey report must have at least Level I EOD qualifications or equivalent, but may also be Level 2 or 3.

14. QUESTION/ANSWER:

Page 8 – Paragraph 1.2: This paragraph mentions necessity of using a Mine Labs detector. This is one of many brands of detectors that are recognized as effective by UNMACA within Afghanistan, however not all companies utilize these detectors for various commercial reasons. We are not aware of any special performance characteristics/advantages that the Mine Lab detector has over other commercial detectors and, in fact, in a test performed by the UN in 2003, there were other detectors that performed as well as, if not better, than the Mine lab within Afghanistan. Recommend deleting the requirement for the mine lab detector and allowing offerors to utilize any detector that is approved by the UNMACA.

The Contractor may use any equipment approved by UNMACA, as long as it can achieve clearance to a minimum of one (1) meter in depth.

15. QUESTION/ANSWER:

Page 9 – Paragraph 1.9: Will classified information be required to be reviewed for any site report?

No

17. QUESTION/ANSWER:

Page 11 – Paragraph 1.16: Will government personnel sign a release to indemnify the contractor in case of mishap?

Amendment 1 deleted RFP Paragraph 1.16 (CLIN 000110, 100010, 200010), Transportation of USACE Personnel in Support of Contract.

18. QUESTION/ANSWER:

Page 11 – Paragraph 1.16: Afghan laws have severely limited the use and importation of armored vehicles by commercial contractors. Will the Government permit the vehicles to be imported under consignment to the Government?

Amendment 1 deleted RFP Paragraph 1.16 (CLIN 000110, 100010, 200010), Transportation of USACE Personnel in Support of Contract.

19. QUESTION/ANSWER:

Page 11 – Paragraph 1.16: Will government personnel sign a release to indemnify the contractor in case of mishap?

Amendment 1 deleted RFP Paragraph 1.16 (CLIN 000110, 100010, 200010), Transportation of USACE Personnel in Support of Contract.

20. QUESTION/ANSWER:

Ref Para 1.16 - Afghan laws have severely limited use and importation of armored vehicles by commercial contractors. Will the Government permit the vehicles to be imported under consignment to the Government?

Amendment 1 deleted RFP Paragraph 1.16 (CLIN 000110, 100010, 200010), Transportation of USACE Personnel in Support of Contract.

21. QUESTION/ANSWER:

In paragraph 1.16, Transportation of USACE Personnel in Support of Contract, could you please provide:

- How many security personnel are you referring to?
- What nationalities would be excluded?
- Will AED pay for the daily rate services provided for this Task Order while the contractor has security team(s) on standby for land transport, and, if so, will this invoice be sent to the AED every thirty days for payment?

Amendment 1 deleted RFP Paragraph 1.16 (CLIN 000110, 100010, 200010), Transportation of USACE Personnel in Support of Contract. .

22. QUESTION/ANSWER:

Will the US Government assist with authority to import and register armored vehicles?

Amendment 1 deleted RFP Paragraph 1.16 (CLIN 000110, 100010, 200010), Transportation of USACE Personnel in Support of Contract. Since armored vehicles are not specified elsewhere in this RFP, the US Government would not assist with authority to import and register any armored vehicles.

23. QUESTION/ANSWER:

Page 63, Factor 2: Please increase the number of projects that can be submitted so that accurate representation by subcontractor can be presented which will require an increase to the page count for this volume accordingly.

The page count for this volume may not be increased. The number of projects may be increased. As mentioned in Amendment 1, smaller font sizes are allowable on tables, as long as the text is legible.

24. QUESTION/ANSWER:

Ref Para 1.2 - Mentions necessity of utilizing Mine Labs detector. This is one of many brands of detectors that are recognized as effective by UNMACA within Afghanistan, however not all companies utilize these detectors for various commercial reasons. We are not aware of any special performance characteristics/advantages that the Mine Lab detector has over other commercial detectors and in fact, in a test performed by the UN in 2003, there were other detectors that performed as well as, if not better than the Minelab within Afghanistan. Recommend deleting the requirement for the minelab detector and allowing bidders to utilize any detector that is approved by the UNMACA.

The Contractor may use any equipment approved by UNMACA, as long as it can achieve clearance to a minimum of one (1) meter in depth.

25. QUESTION/ANSWER:

The answer that was provided to question # 31 in Amendment 1 to this solicitation raises additional questions concerning qualification of demining and UXO clearance personnel. The first sentence of the response appears to exclude LN personnel from EOD tasks as LNs cannot meet the DoD standards of TP 18. The last sentence appears to contradict the first sentence by stating that LNs have to meet IMAS and AMAS standards. Please clarify the requirements for demining/BAC and for EOD.

Demining personnel who are Afghan Local Nationals (or any other foreign national who has not been to a DDESB TP 18 approved Explosive Ordnance Disposal school) must at a minimum complete all certification requirements under IMAS and AMAS. All others, including Expat personnel for EOD Response (Construction Support), must meet all requirements for all IMAS, AMAS and DoD standards, including TP 18.

26. QUESTION/ANSWER:

How much time will the Contractor have to mobilize after receiving the "Notice to Proceed"?

The Contractor will typically have 2-5 days to mobilize for the UXO clearance / de-mining task orders.

(END OF QUESTIONS/ANSWERS)

SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been added by full text:
PRICE SCHEDULE

Item No.	Description	Qty	Unit	Price
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For purposes of price evaluation only, assume all Square Meter (SM) pricing is for 1000 SMs.

BASE PERIOD

UXO/Mine Clearance

0001	Services for survey, clearance, and certify mine and UXO clearing, Afghanistan Engineer District Area of Operation. All work shall be performed in accordance with the attached Performance Work Statement. Period of Performance: 1 Year from Award	1	LS	\$16,000,000.00 NOT TO EXCEED
0001AA	Site Survey report and Battle Area Clearance (square meter rate), and the Certificate of Clearance; at sites other than within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field. Does not include Remote Sites by definition (PWS Paragraph 1.9, 1.10, and 1.12)	1000	SM	\$_____
0001AB	Site Survey report and Demining (square meter rate) at sites other than within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field, and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1000	SM	\$_____
0001AC	Site Survey report and Battle Area Clearance (square meter rate) at sites within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field, to include former/existing military bases and the Certificate of Clearance (PWS Paragraph 1.9, 1.10, and 1.12)	1000	SM	\$_____
0001AD	Site Survey report and Demining (square meter rate) at sites within a one kilometer radius of Kabul, Bagram,			

Jalalabad, or Kandahar Air Field,
to include former/existing military bases
and the Certificate of Clearance
(PWS Paragraph 1.9, 1.11, and 1.12)

1000 SM \$ _____

0001AE Site Survey report and Battle Area
Clearance (square meter rate) at Remote
Sites and the Certificate of Clearance
(PWS Paragraph 1.9, 1.10, and 1.12)

1000 SM \$ _____

0001AF Site Survey report and Demining
(square meter rate) at Remote Sites
over 20 kilometers from closest ISAF/ANSF
location and the Certificate of Clearance
(PWS Paragraph 1.9, 1.11, and 1.12)

1000 SM \$ _____

0001AG Explosive Ordnance Disposal Service
(Daily Rate) for any area that does not
constitute a need for full Demining or
Battle Area Clearance. However, requires
an EOD-qualified person on site
(PWS Paragraph 1.1.3)

1 Per Day \$ _____

0001AH Additional Security Teams as required or
Determined (PWS Paragraph 1.1.4)

1 Per Day \$ _____

0001AJ Additional Use of Equipment, as needed, for
areas that require mechanical assets other than those
assigned to normal clearing teams
(PWS Paragraph 1.1.5)

1 Per Day \$ _____

0002 DBA Insurance

1 Lump
Sum \$ _____

The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The DBA insurance premium amount varies with payroll and the nature of services and will, therefore, be taken into account during price evaluation of offers. The actual amount paid by the government under this CLIN will be based on the amount of the Rutherford invoice, stamp "paid" and submitted by the offeror after contract award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the contracting officer will adjust this CLIN by contract modification to reflect the actual premium amounts paid.

Total for Base Year:
(Includes all items 0001 and 0002)

\$ _____

OPTION YEAR 1

UXO/Mine Clearance

1000	Services for survey, clearance, and certify mine and UXO clearing, Afghanistan Engineer District Area of Operation. All work shall be performed in accordance with the attached Performance Work Statement. Period of Performance: 1 Year from Award of Option	1	LS \$16,000,000.00 NOT TO EXCEED
1000AA	Site Survey report and Battle Area Clearance (square meter rate), and the Certificate of Clearance; at sites other than within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field; Does not include Remote Sites by definition. (PWS Paragraph 1.9, 1.10, and 1.12)	1000	SM \$ _____
1000AB	Site Survey report and Demining (square meter rate) at sites other than within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field, and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1000	SM \$ _____
1000AC	Site Survey report and Battle Area Clearance (square meter rate) at sites within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field, to include former/existing military bases, and the Certificate of Clearance (PWS Paragraph 1.9, 1.10, and 1.12)	1000	SM \$ _____
1000AD	Site Survey report and Demining (square meter rate) at sites within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field, to include former/existing military bases, and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1000	SM \$ _____
1000AE	Site Survey report and Battle Area Clearance (square meter rate) at remote Sites, and the Certificate of Clearance (PWS Paragraph 1.9, 1.10, and 1.12)	1000	SM \$ _____
1000AF	Site Survey report and Demining (square meter rate) at remote sites		

over 20 kilometers from closest ISAF/ANSF location, and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12) 1000 SM \$ _____

1000AG Explosive Ordnance Disposal Service (Daily Rate) for any area that does not constitute a need for full Demining or Battle Area Clearance. However, requires an EOD-qualified person on site 1 (PWS Paragraph 1.1.3) 1 Per Day \$ _____

1000AH Additional Security Teams as required or Determined (PWS Paragraph 1.1.4) 1 Per Day \$ _____

1000AJ Additional Use of Equipment as needed for Areas that require mechanical assets other than Assigned to normal clearing teams (PWS Paragraph 1.1.5) 1 Per Day \$ _____

1001 DBA Insurance 1 Lump Sum \$ _____

The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The DBA insurance premium amount varies with payroll and the nature of services and will, therefore, be taken into account during price evaluation of offers. The actual amount paid by the government under this CLIN will be based on the amount of the Rutherfordord invoice, stamp "paid" and submitted by the offeror after contract award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the contracting officer will adjust this CLIN by contract modification to reflect the actual premium amounts paid.

Total for Option Year 1: \$ _____
(Includes all items 1000 and 1001)

OPTION YEAR 2

UXO/Mine Clearance

2000 Services for survey, clearance, and certify mine and UXO clearing, Afghanistan Engineer District Area of Operation. All work shall be performed in accordance with the attached Performance Work Statement. Period of Performance: 1 Year from Award of Option 1 **LS \$16,000,000.00**
NOT TO EXCEED

2000AA Site Survey report and Battle Area Clearance (square meter rate), and the Certificate of Clearance; at sites other than within a one

	kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field; Does not include Remote Sites by definition (PWS Paragraph 1.9, 1.10, and 1.12)	1000	SM \$ _____
2000AB	Site Survey report and Demining (square meter rate) at sites other than within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field, and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1000	SM \$ _____
2000AC	Site Survey report and Battle Area Clearance (square meter rate) at sites within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field, to include former/existing military bases, and the Certificate of Clearance (PWS Paragraph 1.9, 1.10, and 1.12)	1000	SM \$ _____
2000AD	Site Survey report and Demining (square meter rate) at sites within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar Air Field, to include former/existing military bases, and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1000	SM \$ _____
2000AE	Site Survey report and Battle Area Clearance (square meter rate) at remote Sites, and the Certificate of Clearance (PWS Paragraph 1.9, 1.10, and 1.12)	1000	SM \$ _____
2000AF	Site Survey report and Demining (square meter rate) at remote sites over 20 kilometers from closest ISAF/ANSF location, and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1000	SM \$ _____
2000AG	Explosive Ordnance Disposal Service (Daily Rate) for any area that does not constitute a need for full Demining or Battle Area Clearance. However, requires an EOD-qualified person on site (PWS Paragraph 1.1.3)	1	Per Day \$ _____
2000AH	Additional Security Teams as required or Determined (PWS Paragraph 1.1.4)	1	Per Day \$ _____
2000AJ	Additional Use of Equipment as needed for		

Areas that require mechanical assets other than
 Assigned to normal clearing teams 1 Per Day \$ _____
 (PWS Paragraph 1.1.5)

2001 DBA Insurance 1 Lump
 Sum \$ _____

The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The DBA insurance premium amount varies with payroll and the nature of services and will, therefore, be taken into account during price evaluation of offers. The actual amount paid by the government under this CLIN will be based on the amount of the Rutherfordord invoice, stamp "paid" and submitted by the offeror after contract award. In the event of recalculation of the premium by CNA based on actual payroll amounts, the contracting officer will adjust this CLIN by contract modification to reflect the actual premium amounts paid.

Total for Option Year 2: \$ _____
 (Includes all items 2000 and 2001)

TOTAL PROPOSAL PRICE: \$ _____

CONTRACT MINIMUM/MAXIMUM AMOUNTS: Pursuant to FAR 52.216-22(b), the maximum ceiling amount for this contract is \$48,000,000 and the minimum amount is \$10,000 for the life of the contract. NAICS CODE: 562910 –Remediation Services.
 SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified and added:

DEFENSE BASE ACT INSURANCE RATES – LIMITATION – FIXED-PRICE (OCT 2009)

(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	\$6.00	per \$100 of employee remuneration
Security	\$10.00	per \$100 of employee remuneration
Aviation	\$17.00	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 include fee or profit) 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.

(e) Labor Category/Job Classification Definitions:

SERVICE: \$4.00/\$100 "White collar" workers such as IT Consultants, Engineers, Administrative type Office workers and light housekeeping. Security Consultants could be included as long as they are just assessing risk and not providing armed protection.

CONSTRUCTION: \$6.00/\$100 "Blue collar" workers providing Construction services such as Carpentry, Electrical, Plumbing, Concrete, Asphalt, Day Laborers, Operation and Maintenance of Heavy Equipment

SECURITY: \$10.00/\$100 Personal Security Detail (PSD) and Static or Convoy Guarding property of Personnel

AVIATION: \$17.00/\$100 Pilot and Crew of any aircraft excluding ground personnel who provide maintenance or services but stay on the ground

(End of clause)

WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) – SERVICES (OCT 2009)

(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 self-insurance 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 **\$4.00 per \$100 of compensation for services.**

- (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) Claims Reporting - The Contractor shall make timely Defense Base Act insurance claims on behalf of each employee who is injured or killed in the course of their employment under this contract, and shall ensure that similar language is in each Subcontractor's contract. The Contractor's Safety Officer shall, in addition to any other duties required to be performed under the contract, perform the following:
- (i) Make timely Defense Base Act insurance claims on behalf of each employee who is injured or killed in the course of their employment under this contract; and
 - (ii) Make monthly written reports to the Contracting Officer, Administrative Contracting Officer, and the District/Center Safety and Occupational Health Manager, providing the names of each such injured or deceased employee, the circumstances surrounding each injury or death, the dates of each injury or death, the date the insurance claim was made on behalf of each employee, and the current status of each claim.

The District Safety and Occupational Health Manager POC is:

John Blandamer, john.i.blandamer@usace.army.mil

(g) 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 Clause)

--END OF SECTION--

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

The following have been modified:

DEFENSE BASE ACT INSURANCE RATES – LIMITATION – FIXED-PRICE (OCT 2009)

(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	\$6.00	per \$100 of employee remuneration
Security	\$10.00	per \$100 of employee remuneration
Aviation	\$17.00	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 include fee or profit) 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.

(e) Labor Category/Job Classification Definitions:

SERVICE: \$4.00/\$100 "White collar" workers such as IT Consultants, Engineers, Administrative type Office workers and light housekeeping. Security Consultants could be included as long as they are just assessing risk and not providing armed protection.

CONSTRUCTION: \$6.00/\$100 "Blue collar" workers providing Construction services such as Carpentry, Electrical, Plumbing, Concrete, Asphalt, Day Laborers, Operation and Maintenance of Heavy Equipment

SECURITY: \$10.00/\$100 Personal Security Detail (PSD) and Static or Convoy Guarding property of Personnel

AVIATION: \$17.00/\$100 Pilot and Crew of any aircraft excluding ground personnel who provide maintenance or services but stay on the ground.

--END OF SECTION--

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been modified:

INSTRUCTIONS TO OFFERORS

SECTION L

PROPOSAL PREPARATION

PART 1 – GENERAL

A. PROPOSAL PREPARATION. Instructions for the preparation and organization of each proposal are included herein. The proposal submittal shall include **one original and 2 copies** of the Volume I Technical-Management and Volume II Cost/Price proposal. Volume I and Volume II shall be clearly marked and sealed. The proposal shall be submitted as required herein and elsewhere in the solicitation.

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The original and each copy of Volume I shall be typed, with numbered pages and sections tabbed. A cover sheet shall identify the offeror, the offeror's DUNS number, and the project. The second sheet shall be a table of contents. The Volume I proposal is limited to no more than 60 single-sided or 30 double-sided pages, printed on 8-1/2" x 11" sheets, in Times New Roman 12-Point; this page limit does not include the cover sheet and table of contents. Do not submit any extraneous materials with the proposal like the solicitation and any issued amendments.

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B. PROPOSAL EVALUATION & AWARD:

B.1 Proposals will be evaluated considering the following five evaluation factors: *Factor 1: past performance; Factor 2: demining and UXO remediation experience; Factor 3: project management; Factor 4: personnel and equipment resources; and Factor 5: price.* The award(s) will be made to the offeror(s) whose proposal(s) represent the best overall value to the Government. Competing proposals shall be evaluated against the requirements of the solicitation in order to assess strengths, weaknesses and associated risks and deficiencies. The tradeoff process of evaluation between non-cost/price and cost/price aspects of the offerors' proposals will be used to determine those offers that may result in award of a contract. Implicit in the Government's evaluation and selection process is its willingness to accept other than the lowest priced offer or other than the highest rated offer.

B.2 VOLUME I – MANAGEMENT-TECHNICAL PROPOSAL PREPARATION. The Management/Technical proposal shall include the information as described below and shall be presented in the sequence listed.

Factor 1 - Past Performance:

For the projects listed under Factor 2, Experience, provide the following information:

- Customer Point of Contact (name, telephone, email) for performance information
- List the problems encountered and the corrective actions taken

- List of change orders and circumstances associated with them
- Project time duration beyond the original performance period and reasons for increase in schedule duration
- Project cost in dollars beyond the original contract amount and reasons for increase in cost.
- Safety record and accident report

The offeror may also provide letters of recommendation, references, performance evaluations or other evidence of successful performance of the project.

Factor 2- Demining and UXO Remediation Experience: Demonstrate the experience of the team, including sub-contractors, on projects equivalent to the UXO/Demining Investigation and Removal project in a combat environment as described in this RFP. Provide a list of at least four (4) and no more than five (5) similar and relevant projects underway or completed in the last four years that best demonstrates past experience. The list of projects shall include the following information:

- Project name and location.
- Nature of firm's responsibility (prime or subcontractor).
- Project owner's name, address, telephone, email (to be contacted by the Government).
- Project completion date and duration (estimated if in progress) and discussion of concurrent work at multiple job sites.
- Project cost (survey, investigation, removals, report of clearance)
- Equipment used for the project
- Brief explanation that illustrates the capabilities of the contractor or joint-venture and relevant job experiences.

Factor 3 – Project Management Plan: The Project Management Plan shall include the following:

- Procedures used to manage the clearance process. Include a discussion of management of concurrent work at multiple job sites.
- Provide an organization chart and team responsibilities.
- Quality control and safety management processes.
- Process to control cost and schedule growth.
- Interaction process with the Corps of Engineers and the roles that the team members will have in dealing with significant issues.
- Logistics Management – procedures for ordering and timely delivery of construction supplies.
- Include a plan to support concurrent construction at multiple sites.

Do NOT provide biographical information (resumes or experience of proposed personnel) in this section. Page limit for Factor 3 is fifteen pages.

Factor 4 – Personnel and Equipment Resources Plan: Provide professional resume data on the following individuals who will be key personnel on the project team. Key personnel identified in this section should be senior working-level people who will be involved in UXO/Demining on a day-to-day basis, as opposed to departmental level supervisors or executives. By identifying these personnel, the offeror makes a commitment that, barring unforeseen circumstances, they are the personnel who shall be assigned to the project. All key personnel shall have a minimum of **eight** years of professional experience.

- **UXO** Operations Manager

- UXO Site Supervisor
- UXO Quality Control Manager
- UXO Safety Officer
- Level III EOD Specialist

Information to be provided for key personnel should be limited to no more than one page per person and shall include:

- 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
- Active registration, year first registered
- Other experience and qualifications relevant to the proposed project
- Provide the proposed use of Afghan contractors and labor in numbers or percentages.

Provide equipment resources to be utilized for this project (i.e. offices, shops, warehouses, machinery, construction tools, vehicles, loaders, etc.) and other resources (i.e. cooperating companies supplying materials and/or services)

B.3 VOLUME II - COST/PRICE PROPOSAL PREPARATION

Proposal Schedule. Offeror's shall provide a signed cover letter and complete the Proposal Schedule by filling out the pricing data blanks. An executable Proposal Schedule is included in Section B herein. Overhead and profit and all other costs associated with the execution of this project shall be applied proportionally to each category and shall not be required to be shown separately. All costs and prices shall be firm-fixed.

Cost/Price Supporting Information. In addition to the completed pricing schedule, the contractor shall provide supporting information in the way of cost breakdowns and assumptions made in determining the proposed prices for this project.

B.4 CLARIFICATIONS AND PROPOSAL REVISION:

Clarifications Prior to Proposal Due Date: In the event that clarifications are required prior to submitting the proposal, contact the individuals listed on the solicitation. Any changes made to the solicitation will be made via an amendment, which will be disseminated online to all interested offeror's.

Initial Offer: The Government intends to award a contract on the basis of the initial offers received without further discussions or negotiations. Offers should contain the offeror's best terms from a cost and management standpoint.

--END OF SECTION--

(End of Summary of Changes)