

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 25	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 15-Apr-2011		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY USACE, KANSAS CITY FEDERAL BUILDING CT-M, 601 E 12TH STREET KANSAS CITY MO 64106-2896		CODE W912DQ		7. ADMINISTERED BY (If other than item 6) CODE See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X	9A. AMENDMENT OF SOLICITATION NO. W912DQ-11-R-4018		
				X	9B. DATED (SEE ITEM 11) 29-Mar-2011		
					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.) See Continuation page for the purpose of this Amendment Proposals are due in Kansas City, on or before 1:00 p.m. CDT 28 April 2011.							
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 15-Apr-2011	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The following have been added by full text:

AMENDMENT 0001

The SOLICITATION is amended as follows:

NOTE: Deleted text is shown with strikethrough. Added text is shown with underline.

1. SPECIFICATIONS:

- a. Section 00010 Solicitation Contract Form, CLIN 0003, Option, has been added. A copy of the updated Solicitation Contract Form accompanies this amendment.
- b. Section 00010 Price Proposal Schedule has been reissued in its entirety. A copy of the reissued Price Proposal Schedule accompanies this amendment.
- c. Section 00100, the following provision is added by full text:

52.217-3 EVALUATION EXCLUSIVE OF OPTIONS (APR 1984)

The Government will evaluate offers for award purposes by including only the price for the basic requirement; i.e., options will not be included in the evaluation for award purposes.
(End of provision)

- d. Section 00800, paragraph M, sub paragraph b, is changed to read as follows:
 - (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 ~~\$6.00~~ \$4.24 per \$100 of compensation for construction.
- e. Section 01010, paragraph 4.11, add the following:

Results of the geotechnical investigation and testing shall be provided in a detailed geotechnical report containing test bore location plan, test boring logs, test boring profiles, laboratory testing results of soil and rock, laboratory testing results, and geotechnical recommendations.
- f. Section 01010, paragraph 4.12 has been added as follows:

4.12 COLLAPSIBLE SOILS – BID OPTION
The Contractor shall provide a bid option for remediation of collapsible soils should they be found at the site. Procedures for dealing with collapsible soils are provided in Section 01015 under the paragraph titled “COLLAPSIBLE SOILS.”

- g. Section 01015 Technical Requirements, Paragraph 2.3.8.5 CHAIN-LINK FENCE AND GATES is changed to read as follows:

Provide chain-link fence and gates as shown on the construction drawings. Chain link fence and gate fabric shall be No. 89 gage wires woven into a 50 mm diamond mesh. Fabric shall be coated with 366 grams per square meter zinc galvanizing. Posts shall be ASTM F 1083 Pipe, Steel, Hot Dipped Zinc Coated (Galvanized) Welded or equal. Top of fence and gates shall be provided with outriggers and reinforced barbed tape as indicated above. Post sizes shall be as shown on drawings.

- h. Section 01015 - Section 2.5.5, para. 2, is changed to read as follows:

The geotechnical engineer or geotechnical firm shall use the direct method described in ASTM D 5333 (Standard Test Method for Measurement of Collapse Potential of Soils) to assess whether or not a site may exhibit collapse potential. For project sites where collapsible soils are identified during the geotechnical investigation, the following procedures shall be executed as a COLLAPSIBLE SOILS BID OPTION for grading, drainage and foundation preparation.

- i. Section 01015 - Section 2.5.5.1 - added COLLAPSIBLE SOILS BID OPTION to section title.
- j. Section 01015 - Section 2.5.5.1 - added COLLAPSIBLE SOILS BID OPTION to section title.
- k. Section 01015 - Section 2.5.5.2 - added COLLAPSIBLE SOILS BID OPTION to section title.
- l. Section 01015 - Section 2.5.5.3 - added COLLAPSIBLE SOILS BID OPTION to section title.
- m. Section 01040 has been reissued in its entirety. A copy of the reissued section accompanies this amendment.
- n. Section 01335, paragraph 1.3.1, add the following sub paragraph:

K. In the event an Option is awarded, the design shall be fully incorporated at the next submittal and shall not be constructed without an approved design review. The contractor may submit the design as a partial submittal.

2. DRAWINGS:

The following drawings are reissued. A copy of the reissued drawings accompanies this amendment.

W02_EOD_CS501
W02_GGU_CS501
W02_QRF_CS501
W02_SK_CS501
W02_TS100
W02_TS101
W02_TS102

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Design/construct Camp Shaheen Group A FFP The Contractor shall provide all Manpower, Materials, Equipment, and Coordination to the Design/Construction of Camp Shaheen Expansion Group A in accordance to the attached specifications. PRICE PROPOSALSCHEDULE Camp Shaheen Expansion Group A. FOB: Destination		Lump Sum		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	DBA Insurance FFP Defense Base Act (DBA) Insurance Program for CLIN 0001. The amount listed by the offeror on CLIN 0002 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 CNA invoice 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 actual premium amounts. FOB: Destination		Lump Sum		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Collapsible Soils FFP The contractor shall provide all Manpower, Materials, Equipment, and Coordination to remediate any collapsible soils identified during geotechnical investigations in accordance with Section 01010 paragraph 4.11. For estimating purposes offeror may assume 5000 CM of collapsible soils will be encountered. FOB: Destination		Dollars, U.S.		
OPTION					
NET AMT					

SECTION 00010
PRICE PROPOSAL SCHEDULE
209th Corps Garrison Expansion Group A

This Price Proposal Schedule is information supplemental to the CLIN and is not part of the contract.

<i>No.</i>	<i>Description</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Amount</i>
BASE PROPOSAL ITEMS:				
0001A	DESIGN PROGRAM			
0001AA	Site Survey	LS		\$ _____
0001AB	Geotechnical Investigation	LS		\$ _____
0001AC	Site Design	LS		\$ _____
0001AD	Facility Design (Design Build)	LS		\$ _____
0001AE	As-Built Drawings	LS		\$ _____
0001AF	Training	LS		\$ _____
0001B	SITE DEVELOPMENT & IMPROVEMENTS			
0001BA	Mob/Demobilization	LS		\$ _____
0001BB	Site Security	LS		\$ _____
0001BC	Site Clearing, Grubbing, and Demolition	LS		\$ _____
0001BD	Site Grading	CM	\$ _____	\$ _____
0001BE	Site storm water system	M	\$ _____	\$ _____
0001BF	Site Electrical Power Distribution	LS		\$ _____
0001BG	Site Communication	LS		\$ _____
0001BH	Water Distribution System Connection	M	\$ _____	\$ _____
0001BI	Sanitary Sewer Collection System	M	\$ _____	\$ _____
0001BJ	Road Network	SM	\$ _____	\$ _____
0001BK	Walkway Network	SM	\$ _____	\$ _____
0001BL	Entrance Control Point w/ Guard Shack, Canopy	LS		\$ _____
0001BM	Sports Field	SM	\$ _____	\$ _____
0001BN	Flag poles	9 EA	\$ _____	\$ _____
0001BO	Motor Pools	SM	\$ _____	\$ _____
0001BP	Fencing and Gates	M	\$ _____	\$ _____
0001BQ	Crushed Stone 2m around facilities	SM	\$ _____	\$ _____
0001C	DESIGN BUILD FACILITIES			
0001CA	Kandak HQ building (standard 1)	3 EA	\$ _____	\$ _____
0001CB	Officer Barracks (standard 4)	4 EA	\$ _____	\$ _____
0001CC	Large NCO Barracks (standard 6)	6 EA	\$ _____	\$ _____
0001CD	Enlisted Barracks (standard 9)	7 EA	\$ _____	\$ _____
0001CE	Large Latrine (standard 10)	4 EA	\$ _____	\$ _____
0001CF	Small Latrine (standard 11)	5 EA	\$ _____	\$ _____
0001CG	Battalion Storage (standard 14)	5 EA	\$ _____	\$ _____
0001CH	Vehicle Maintenance Building (standard 15)	6 EA	\$ _____	\$ _____
0001CI	Training Building (standard 16)	3 EA	\$ _____	\$ _____
0001CJ	Large Dining Facility (standard 12)	1 EA	\$ _____	\$ _____
0001CK	MWR Building (standard 21)	1 EA	\$ _____	\$ _____
0001CL	Post Exchange (standard 22)	1 EA	\$ _____	\$ _____
0001D	SITE ADAPT FACILITIES			
0001DA	Personnel Bunker (standard FP06)	43 EA	\$ _____	\$ _____
0001DB	Trash Collection Point (standard G01)	14 EA	\$ _____	\$ _____

0001DC	Bleacher Enclosure (standard G03)	1	EA	\$ _____	\$ _____
0001DD	Fueling Point (standard VM03)	1	EA	\$ _____	\$ _____
0001DE	Fuel Operations Building (standard VM04)	1	EA	\$ _____	\$ _____
0001DF	Wash Rack (standard VM08)	1	EA	\$ _____	\$ _____
0001DG	Small Arms Maint./Storage (standard S03)	3	EA	\$ _____	\$ _____
0001DH	POL Building (standard S05)	6	EA	\$ _____	\$ _____

0002 DBA INSURANCE

0002A	DBA Insurance		LS		\$ _____
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SUB-TOTAL BASE PROPOSAL ITEMS: \$ _____

0003 Optional Bid Items

0003A	Collapsible Soils bid Option		CM	\$ _____	\$ _____
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TOTAL PROPOSAL FOR ALL ITEMS, INCLUDING OPTIONS: \$ _____
(Total of all above costs)

PROPOSAL SCHEDULE NOTES

- Offeror shall submit prices on all items. Each item is described in Section 01010 SCOPE OF WORK.
- Unit price (CM, SM, M) example: CM _____ = the price of 1 cubic meter of an item. Total quantities and amounts are the responsibility of the proposer.
- Abbreviations:

EA=	Each
LS =	Lump Sum
NTE =	Not To Exceed
QTY =	Quantity
M=	Meters
SM=	Square Meters
CM=	Cubic Meters (this section only)

-END OF SECTION-

FOR INFORMATION ONLY

This Solicitation requires a bid guarantee.

One way to accomplish is through bid bond. See FAR 52.228-1 (Bid Guarantee). "The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds 1) To unsuccessful bidders as soon as practicable after the opening of bids; and (2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted."

For bidders choosing an Irrevocable Letter of Credit (ILCs) to comply with the bid guarantee, see FAR 52.228-14, Irrevocable Letter of Credit, provided in full text in the solicitation. As a clarification, "federally insured financial institutions rated investment grade or higher" must be ****United States**** federally insured financial institutions. Non-United States ILCs are acceptable if confirmed federally insured financial institutions rated investment grade or higher.

For guarantees other than bonds, i.e. cashier's check, certified check, these guarantees will be returned to unsuccessful bidders as soon as practicable after the competition.

For Your Information:

Several surety companies have now indicated their willingness to provide bonding to qualified contractors in the Middle East, including Iraq and Afghanistan. These companies are: Zurich NA; Chartis; Liberty; Travelers; ACE Ltd; Chubb; and CAN.

This listing of sureties is neither an endorsement of these companies nor a recommendation that you use any of these companies for your bonding requirements. It is provided to you for the sole purpose of alerting you to the existence of commercial sureties willing to issue bonds in our AOR. Under FAR Part 28, there are several methods by which a contractor can provide performance and payment bonds, of which using a commercial surety is only one.

SECTION 01040

SECURITY

1.0 GENERAL

1.1 The contractor shall be solely responsible for providing adequate security measures, consistent with the requirements of this Section and taking into account the actual security at the worksite and relevant surrounding or associated areas. Security measures shall include physical security of all contractor personnel, 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.

1.2 The contractor's security measures shall be used for the protection and defense of contractor personnel, or other non-security personnel on the worksite, as well as the contractor's plant and equipment, the worksite, all completed work and personnel, materials and equipment being transported to the worksite. The contractor and its personnel are not combatants. Direct participation in hostilities against enemy forces shall not be conducted.

2.0 AUTHORITIES — ROLES AND RESPONSIBILITIES

2.1 District Commander — Has overall responsibility for successful implementation of the District's security program. Authorized to approve contractor security plans up to and including the risk level of "Extremely High Threat".

2.2 District Operations Officer — Coordinates the District's security program, including the activities of the Area and Resident Office security officers and the District Joint Operations Center (JOC), and the District's response to Serious Incidents (SI) involving threats to or breaches of contractor security. Authorized to approve contractor security plans up to and including the risk level of "High Threat".

2.3 USACE Area OIC/NCOIC — Serves as the Area Office security officer. Authorized to approve contractor security plans up to and including the risk level of "Moderate Threat". Monitors contractor compliance with security plan and reports deviations or deficiencies from or with the terms of the security plan to the appropriate official(s), as necessary. When required, requests security plan review support from the Anti-Terrorism/Force Protection (AT/FP) experts in the District Joint Operations Center (JOC).

2.4 USACE Resident OIC/NCOIC — Serves as the Resident Office security officer. Authorized to approve contractor security plans up to and including the risk level of "Moderate Threat". Monitors contractor compliance with security plan and reports deviations or deficiencies from or with the terms of the security plan to the appropriate official(s), as necessary.

2.5 USACE / AED-N District Joint Operations Center (JOC) — Provides security plan review and Anti-Terrorism/Force Protection (AT/FP) support to the District Commander, District Operations Officer and Area and Resident Office security officers.

2.6 USACE Contracting Officer's Representative (COR) — Monitors contractor performance on the work site. May report deviations or violations of the terms of the security plan to the appropriate official(s), as necessary.

2.7 USACE Administrative Contracting Officer (ACO) — Monitors overall contractor performance under the contract. Issues change orders under the contract's "Changes" clause. Provides interim and final contractor performance evaluations which include security performance. Authorized to execute contract modifications amounting up to \$500,000.

2.8 USACE Contracting Officer — Responsible for and monitors overall contractor performance under the contract. Executes contract modifications over \$500,000. All USACE officials listed in this paragraph work to implement the Contracting Officer's supervision and administration over the contract.

2.9 Contractor physical security officer — Coordinates and supervises implementation of the contractor's security program, identifies security vulnerabilities and raises all security issues to the appropriate contractor officials. Depending on the threat level status of the project, the contractor's security officer may be a part-time position or the incumbent may have other duties.

3.0 SECURITY RATINGS

3.1 The contractor's security plan will incorporate at least four force protection condition levels for the purposes of planning and implementation of security measures. The levels are:

3.1.1 Extremely High Risk — Site requires significant security forces to operate, and is under continuous threat of armed attack which poses great threat to operations, personnel and equipment. Operations may face repeated interruption even with significant security measures in place.

3.1.2 High Risk — Site requires significant security forces to operate, and is under intermittent threat of armed attacks which may pose a threat to operations, personnel and equipment, and cause occasional interruptions of work.

3.1.3 Moderate Risk — Site requires security forces to operate, and may face some risk of armed attacks that could pose a threat to operations, personnel and equipment, and cause an interruption of work.

3.1.4 Low Risk — Site may require security forces to operate, but some or all of these might be unarmed. While some risk of armed attack exists, the major threat is theft,

vandalism, or harassment of workers; interruptions of work are generally unlikely due to security problems.

3.2 The contractor shall ensure that its security plan and implementing measures account for all likely levels and codes for on-site threat postures (i.e., site security, uniforms, weapons, and vehicle movements).

3.3 The security rating will normally determine the type and content of the contractor's security plan, as well as the approval level of implementation measures under the security plan. However, the Government may require different security plan submissions and content as circumstances dictate.

3.4 As of the date of this solicitation the security rating for this contract is:

Low Threat

4.0 SECURITY ALTERNATIVES

4.1 The contractor shall develop a security plan and maintain a security program which is consistent with the security rating for the project and which takes into account the nature of the security requirements associated with the project. The Government has identified the following security requirements which are generally applicable to its contractors:

- 4.1.1 Projects outside of active Coalition Force bases
- 4.1.2 Projects on active Coalition Force bases
- 4.1.3 Security for road projects, transportation and convoys
- 4.1.4 Movement of project supplies and equipment

4.2 During preparation of its security plan, the contractor shall identify which security requirements apply to its contract and incorporate this Section's standards concerning each security requirement into its plan.

4.3 Currently there may be 6 sources of security assets available to a contractor in Afghanistan:

- 4.3.1 Private Security Companies (PSC).
- 4.3.2 Contractor provided, self-security.
- 4.3.3 Coalition security forces.
- 4.3.4 Afghan National Army (ANA) security forces.
- 4.3.5 Afghan National Police (ANP) security forces.
- 4.3.6 Afghan Public Protection Force (APPF)

4.4 The contractor may use one or a combination of more than one of these sources of security assets in its security program. The GIROA has announced plans to limit or eliminate legal use of PSCs and contractor provided, self-security in the near future. At present, use of PSCs and/or contractor provided, self-security may be prohibited in some areas of the

country, or may shortly be prohibited. The contractor shall take into account these possible developments as it considers and implements its security options.

4.5 Any contractor security plan which proposes use of PSCs and/or contractor provided, self-security must propose alternative means of providing security assets from among the remaining sources of security assets. Nothing in this Section shall prohibit the contractor from seeking and obtaining security assets directly from Coalition, ANA or ANP security forces.

4.5.1 ANA or ANP security forces may be available for providing armed security along routes being used to support projects, or for providing armed security at fixed sites, other than Coalition sites. On ANA facilities, the contractor must coordinate for armed security support with relevant ANA military officials. For all other sites, the contractor must coordinate security assets through the Afghanistan National Police/Ministry of Interior (MOI). In the future, the contractor may be required to coordinate security assets with APPF officials.

4.5.2 It is the Government's policy that ANA, ANP or APPF elements shall not be paid from sources outside of the GIROA for actions in performance of their assigned duties.

4.5.3 Coalition forces may be available for providing armed security on Coalition sites. Coordinate security issues for such sites with relevant Coalition authorities.

4.5.4 The contractor is solely responsible for coordinating for and obtaining all sources of security assets. The Government is not obligated to assist the contractor in obtaining security assets from any source; however relevant Coalition military authorities may assist the contractor in contacting relevant ANA, ANP, APPF or Coalition officials for the purpose of the contractor arranging for security assets.

4.6 Costs of obtaining alternative security assets, following approval of the contractor's security plan, shall be borne entirely by the contractor.

4.7 The contractor's security plan shall, as applicable, include discussion of planned activities and security measures under this Section's paragraphs 5.0, Site Security for Projects Outside of Active Coalition Force Bases; 6.0, Site Security for Projects on ANA, ANP and/or Coalition Bases; 7.0, Security for Road Projects; and 8.0, Movement of Project Equipment and Supplies, Transportation, & Convoys. The contractor's security plan may also include discussion of planned activities and security measures for one or more of the situations described under paragraphs 5.0, 6.0, 7.0 and 8.0, even if it is not immediately clear that the situations will apply to the project.

5.0 SITE SECURITY FOR PROJECTS OUTSIDE OF ACTIVE COALITION FORCE BASES

5.1 In the event that the project requires work at a project site outside of active Coalition force bases, the contractor's security plan and implementation shall include information and discussion about:

5.1.2 The contractor's proposed procedures and organization necessary to produce and maintain effective security within the contract limits 24 hours a day seven 7 days a week.

5.1.3 Perimeter force protection security arrangements for the worksite.

5.1.4 How authorized, licensed armed guards shall man key perimeter positions, all entry control points (ECP) and external security positions, as applicable, at all times.

5.1.5 Perimeter security measures that are robust enough to thwart any attempted theft, vandalism, or attacks, consistent with the risk level applicable to the project.

5.1.6 Provisions for roving guards or patrols, manned and operated in such a way as to ensure that unauthorized personnel are not given access to the contractor's compound, staging areas, or other facilities. Guards and patrols shall prevent damage or sabotage of facilities and/or equipment and prevent snipers or any other hostile external activity that might threaten the site.

5.1.7 Details about how worksite security organizations will be organized, manned and operated in such a way as to be able to protect and defend the site of work against threats from nearby buildings, hilltops, and concealed terrain, when applicable, while still providing immediate on-site security to the construction equipment and personnel.

5.1.8 The planned capabilities of security personnel to control facility access, limit entry by unauthorized personnel, conduct vehicle and personnel bomb searches, report suspicious persons, question persons as required, and respond to calls for security support and assistance.

5.1.9 How security personnel shall employ culturally appropriate means of searching personnel.

5.1.10 Plans for coordination of security with local governments, ANA, ANP or APPF units, and Coalition forces.

6.0 SITE SECURITY FOR PROJECTS ON ANA, ANP AND/OR COALITION BASES

6.1 In the event that the project requires work at a project site inside of ANA, ANP, or active Coalition force bases, the contractor's security plan shall include:

6.1.1 The proposed means for coordinating security measures with base officials.

6.1.2 Perimeter security measures for the work site, which may include but is not limited to temporary fences and armed or unarmed security guards.

6.1.3 How the contractor's perimeter security measures shall be designed to prevent unauthorized site access and provide site protection to the contractor's work force and any Government personnel collocated there, for the duration of the project; and protect the construction site from vandalism and theft.

6.2 The contractor may, at its discretion, utilize unarmed security forces when appropriate to augment, or replace armed security inside a base or installation in order to protect against such threats as pilferage and vandalism.

7.0 SECURITY FOR ROAD PROJECTS

7.1 In the event that the project requires work on a road, the contractor's security plan and implementation shall include:

7.1.1 Maintenance of at least two traffic control points (TCPs) at 300 meters in both directions of the section of the on going roadwork that the contractor is working on, or at a distance that the terrain at the work site dictates the best defensive posture. The contractor's security plan shall specify whether the TCPs shall employ armed security forces or not, and shall be commensurate with the security risk level assigned to the project.

7.1.2 Security details and plan for the contractor's base camp(s) or operations site(s), when it is working from such facilities. In such instances, the security plans and measures discussed in paragraph 5.0 of this Section shall be included in the contractor's security plan.

7.1.3 Provision for adequate inspection of vehicles entering the TCPs for explosives, contraband, and unauthorized personnel at a distance away from the ongoing work to minimize damage from a potential (IED) blast radius.

7.1.4 The contractor's plan for checking for proper identification and conducting physical searches of personnel entering and leaving the TCPs, reporting suspicious persons, questioning persons as required, and responding to calls for security support assistance. The plan must include a contingency plan for additional reaction forces (QRF), MEDEVAC and withdrawal (evacuation).

7.1.5 Details as to how the contractor shall employ control barricades to slow traffic in both directions, but not to block the road completely, employ culturally appropriate means

of searching personnel, and how a vehicle will be ready for immediate evacuation or escape from hostile forces trying to enter the construction site.

8.0 MOVEMENT OF PROJECT EQUIPMENT AND SUPPLIES, TRANSPORTATION AND CONVOYS

8.1 In the event that the project requires movement of project equipment and supplies and/or transportation and convoy activities, the contractor's security plan shall include:

8.1.1 Details about how the contractor will inform the Government not later than 72 hours before any movement of project equipment and supplies outside of any Coalition Force bases in the CJOA-A.

8.1.2 The contractor's procedures and processes for maintaining information security to discuss movements, which may include using face-to-face meetings, courier mail, or other secure means of communication.

8.1.3 How the contractor shall implement the minimum requirement to use two armed security details in the front and rear of every convoy, and a center armed security detail at the center of convoys longer than three vehicles. The security plan shall recognize a "security detail" as a vehicle with at least two armed security personnel, each carrying an AK-47 or equivalent weapon. The security plan shall discuss the conditions under which additional security assets will be employed for convoy movements and the nature of the additional requirements.

8.1.4 Methods and procedures to anticipate, plan for and react to potential, armed ambushes from hostile forces.

8.1.5 Type, quantity and use of communications equipment specifically dedicated to movements, transportation and convoys, which may include use of cell phones, satellite phones, contractor or government supplied communications/tracking equipment, and the like.

8.3 The contractor's security plan shall discuss it shall react to the following range of road movement safety restriction codes for roads it intends to use:

8.3.1 Green – Route Open – no restrictions.

8.3.2 Amber – Route Open – only mission essential travel allowed on this route; the Government Security Officer must approve all contractor movements.

8.3.3 Red – Route Open – requires Commander's approval for travel. Forces are required to use armored vehicles; all non-essential ground site visits suspended.

8.3.4 Black – Route Closed to Coalition Forces except for emergency travel.

9.0 SECURITY PLAN

9.1 The contractor shall prepare a security plan for the project for the review and approval by the Government. The security plan shall take into account the requirements stated in this Section, and the actual security situation at the worksite and relevant surrounding or associated areas.

9.2 The contractor shall submit its security plan in accordance with contract Section 01335 – Submittal Procedures for Projects. The contractor's security plan shall be approved by an official listed in Paragraph 2.0 above, on behalf of the Contracting Officer, as a condition to the Government's issuance of Notice to Proceed (NTP).

9.3 The Government's approval of the contractor's security plan, described within this Section, shall not create any liability on the part of the government in the event that the security plan and its implementation are not adequate to protect the contractor against loss or damage to plant, equipment, installed work, or injury or death to its personnel. The contractor shall bear all risk in the event that its security arrangements are inadequate.

9.4 In preparing and implementing its security plan, the contractor shall apply and abide by all relevant national laws of the Government of the Islamic Republic of Afghanistan (GIROA), the laws and regulations of the United States Government, including the United States Department of Defense and the United States Central Command (CENTCOM), and the provisions of this contract.

9.5 Submit one paper copy and one electronic copy (on DVD – in MS Word 2003 or 2007 format) of the proposed security plan to the Government Security Officer. The paper copy of the proposed security plan shall be bound in a three ring binder and printed on either A4 or 8.5" x 11" plain white paper. Print the security plan on both sides of each sheet of paper. The required elements and format for the security plan are detailed in paragraph 9.11 below.

9.6 The following information shall be included in a summary at the beginning of the security plan:

9.6.1 The entity or agency providing armed security (i.e., contractor-provided self security, PSC, ANA, ANP, APPF or coalition forces);

9.6.2 A copy of the contractor's contract with the MOI to provide security services to the contractor under the contract, if applicable;

9.6.3 The structure and composition of the ANSF security detail (if not in an MOI support contract);

9.6.4 The name and contact information for the contractor's security officer (the liaison with the ANSF security forces); and

9.6.5 Points of contact information for the supporting ANSF security forces.

9.7 Security plan contents — Generally. The contractor's security plan shall:

9.7.1 Detail the proposed process by which the contractor shall continually submit the coordinates of the contractor's base camps, quarries, and current work locations.

9.7.2 List the persons within the chain of supervision within the contractor's organization responsible for implementing the contractor's security plan.

9.7.3 Detail the lines of communication and liaison between the contractor and ANA, ANP, Coalition or PSC security forces, as appropriate.

9.7.4 Require all security personnel to be biometrically registered.

9.7.5 Detail how at all times force protection conditions and vehicle route status will be publicized or made available to the contractor's personnel.

9.7.6 Specify the conditions and details for increasing manpower and equipment required during high threat conditions, if needed.

9.7.7 Contain other requirements, as discussed in this Section.

9.8 The contractor shall maintain the names, photos, and tazkira numbers of security personnel, including those personnel with access to weapons and ammunition, and those persons who will be handling or transporting explosives.

9.9 The level of the Government's required approval authority depends on the degree of the security threat to the contractor and project and is ranked as follows:

9.9.1 Extremely High Threat: District Commander

9.9.2 High Threat: District Operations Officer

9.9.3 Moderate Threat: Chief of Construction, Area OIC/NCOIC, or Area Engineer

9.9.4 Low Threat: Resident OIC/NCIOC, Resident Engineer

9.10 Required elements and format for the security plan.

9.10.1 The contractor's security plan shall, a minimum, contain the elements, and shall conform with the format given below:

Elements and Format for Security Plan

(1) Construction contract Information

- (a) Contract number, title, location of the project;
- (b) Type of construction work;
- (c) Name of the contracting agency (e.g., USACE-AED-N), and the Area and Resident Offices;
- (d) Names and contact information for:
 - i. Contracting Officer;
 - ii. Administrative Contracting Officer (ACO);
 - iii. Authorized Representative of the Contracting Officer (COR);
 - iv. Resident Office security officer;
- (e) Construction contractor's name with:
 - i. Security officer's name and contact information;
 - ii. MOI license number (if applicable);
 - iii. AISA license number (mandatory);

(2) Purpose of Security Plan

(3) Description of Security Team:

[If applicable — a. Private Security Company (PSC) Contractor/Subcontractor]:

- i. Company name(s);
- ii. Country of registration/origin;
- iii. MOI license number (mandatory);
- iv. AISA license number (mandatory);
- v. Point of contact (POC) name with contact details;
- vi. Type of security work;
- vii. Number of security personnel by type (U.S., Afghan, Other);
- ix. Roles and responsibilities of security personnel;
- x. Type of weapons authorized;
- xi. Previous work on similar projects/sites;
- xii. Description of standard employee vetting program / biometric registration process.

[If applicable — b. Contractor self-security]:

- i. Point of contact (POC) name with contact details;
- ii. Number of security personnel by type (U.S., Afghan, Other);
- iii. Roles and responsibilities of security personnel;
- iv. Type of weapons authorized;
- v. Previous work on similar projects/sites;
- vi. Description of standard employee vetting program / biometric registration process.

[If applicable — c. ANSF security forces]:

- i. Type of security force(s) (i.e., ANA, ANP, APPF, etc.; also, base security, mobile elements, etc.);
- ii. Point of contact (POC) name with contact details;
- iii. Type of security work;
- iv. Number of security personnel by type (base security, mobile elements, etc.)
- v. Roles and responsibilities of security personnel;
- vi. Type of weapons authorized
- vii. Previous work on similar projects/sites
- viii. Description of standard personnel vetting program / biometric registration process (if any).

[If applicable — d. Coalition Security Forces]:

- i. Type of security force(s) (base security, mobile elements, etc.);
- ii. Country of origin;
- v. Point of contact (POC) name with contact details;
- vi. Type of security work;
- vii. Number of security personnel by type (base security, mobile elements, etc.);
- ix. Roles and responsibilities of security personnel;
- x. Type of weapons authorized;
- xi. Previous work on similar projects/sites;
- xii. Description of standard personnel vetting program / biometric registration process.

(4) Site Security Plan

- (a) Threat Assessment;
- (b) Force Protection Condition Levels;
- (c) Construction site layout with coordinates of the base camps, quarries, and work locations;
- (d) Site specific procedures (e.g., on base, outside the wire, road work, etc.).

(6) Convoy Security Plan

- (a) Minimum requirements (e.g., # of vehicles and armed personnel);
- (b) Movement security procedures.

(7) Communications Plan and Equipment List

(8) Reporting Procedures

- (a) Critical information to report;
- (b) SALUTE and IED reports;
- (c) Reoccurring reports.

(9) Physical Security

- (a) Measures to protect from sabotage, damage, and theft;
- (b) Fencing & key control;

(10) Coordination and Work Ethics Plan

- (a) Coordination with local ANSF Commanders and government officials (to the greatest extent possible);
- (b) Ethics when dealing with local ANA, ANP, APPF or Local/Provincial Government (i.e., avoiding corruption).

(11) Arming Packets

- (a) Arming Memoranda;
- (b) Number of security personnel by type (U.S., Afghan, Other);
- (c) Number/type of weapons authorized;
- (d) Training Documents/Certifications.

10.0 COORDINATION WITH LOCAL AUTHORITIES

10.1 The contractor shall communicate with local ANSF to determine local area threats and adjust force protection conditions as required.

10.2 Regardless of the source of its security personnel, the contractor shall coordinate all aspects of its security program with applicable area Coalition forces or Provincial Reconstruction Team (PRT) commanders.

11.0 ARMING LICENSES

11.1 Contractor personnel, including PSC subcontractor personnel, who are armed must be properly authorized to carry arms in Afghanistan.

11.2 Authorization by the GIROA for contractor and subcontractor personnel (including PSC personnel) to be armed may be withdrawn at any time by the GIROA. The contractor shall, at its own expense, find alternative sources of security personnel, such as ANA, ANP, APPF and Coalition forces. The contractor's security plan shall detail how the contractor will go about doing this, in the event the need arises.

11.3 The contractor shall:

11.3.1 Obtain through USFOR-A from the Afghanistan Interior Ministry ("MOI") arming registration and licenses for its personnel and its subcontractor personnel to carry arms.

11.3.2 Properly train and qualify armed personnel about each weapon they will be authorized to use.

11.3.3 Provide evidence of licensing and weapons training to the COR, Resident and Area OICs, the Contracting Officer and District Operations Officer, or others designated by these officials, upon demand.

11.4 All armed contractor personnel, and armed subcontractor personnel, must carry a copy of their Letter of Authorization (LOA) and their MOI license at all times. U.S. and Coalition Forces may demand that the contractor and subcontractor personnel produce this documentation at any time.

12.0 LOCAL HIRE VETTING PROGRAM

12.1 The contractor's security plan shall detail its local hire vetting program for all local hires required under performance of this contract. The contractor's vetting program shall include:

12.1.1 A description of the manner by which background checks will be undertaken.

12.1.2 How the contractor will conduct interviews and review employment application information for local hire candidates.

12.1.3 The process by which results of local hire interviews and information reviews are provided to the USACE security representative for appropriate review and action.

12.1.4 The contractor's policy and procedure for approving reports of threats and intimidation and forwarding them to appropriate Government agencies for resolution.

12.1.5 Policy and procedures for demonstrating and implementing awareness of cultural nuances, to include ethnic and tribal relationships, etc., and employment of culturally sensitive measures when conducting interviews.

12.2 The Government will verify the contractor's local hire vetting process by entering all armed contractor and PSC personnel into the nation-wide Biometrics network.

13.0 TRAINING

13.1 The contractor's security plan shall include an outline of its proposed training plan for each aspect of its security operations. Detailed and final versions of the contractor's training plan(s) shall be provided to the Government Security Officer for review and comment when they are completed.

13.2 In addition to mandatory training for contractor and PSC subcontractor personnel, the contractor's security officer(s) shall receive mandatory, periodic training to maintain their

capacity and expertise in their positions. Training plans shall be prepared by the contractor and provided to the Government Security Officer for review and comment.

13.3 The contractor shall ensure that all security personnel receive initial and (at the minimum) quarterly (“follow-on”) training to maintain certification, proficiency, and safety in security operations. The contractor shall maintain records of the training for the entire duration of the contract and shall provide them to the COR and Security Officer for inspection upon demand.

13.4 For PSC subcontractor personnel, at a minimum, the following training topics shall be covered during initial and periodic follow-on training:

- 13.4.1 COMISAF/USFOR-A Tactical Directive
- 13.4.2 Rules of Engagement / Rules for Use of Force
- 13.4.3 Escalation of force
- 13.4.4 Withdrawal / Clearing drills
- 13.4.5 Proportionality of force rules
- 13.4.6 Target discrimination
- 13.4.7 Positive identification
- 13.4.8 Law of War
- 13.4.9 Small unit tactics
- 13.4.10 General convoy procedures
- 13.4.11 Weapons qualification
- 13.4.12 Vehicle operations
- 13.4.13 Improvised Explosive Device (IED) avoidance
- 13.4.14 Site security
- 13.4.15 Traffic / entry control points
- 13.4.16 Safety and risk assessment
- 13.4.17 Basic and advanced first aid (including Combat Life Saver training)

13.5 Other contractor security personnel, not PSC subcontractor personnel, shall receive similar or equivalent training, commensurate with their responsibilities and whether they are armed or not.

13.6 Security training for ANA, ANP, APPF and Coalition security forces remains the responsibility of those forces. The contractor shall assure that its security personnel are fully qualified in basic marksmanship and safe weapons handling techniques. Training shall be conducted in tactics and situational awareness while performing a security (mission) function.

13.7 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.

14.0 COMMUNICATIONS

14.1 The contractor will maintain 24 hour communications capability to contact each guard on duty and notify all on-site personnel of increased threats and protective actions to take during working hours.

14.2 The contractor shall also have continuous communication capability with local Coalition, ANA, ANP or APPF security forces, and with the District JOC for rapid emergency response.

14.3 Communications can be via cell phone, email, satellite phones, VHF, HF, CODAN, text, or other communication technologies compatible with the Government's capabilities.

14.4 The Contractor shall provide the Government with all relevant contact information (names, numbers, frequencies, email addresses, transponder IDs, etc.) for the project site encompassing all available communication means.

14.5 The contractor shall use language assistants/interpreters if a language difference exists between the armed security personnel, the contractor project manager, and other on-site personnel. The contractor must assure that an interpreter is always present when accompanying Government personnel.

15.0 CONTRACTOR PROVIDED EQUIPMENT

15.1 The contractor's security plan shall include a list of key and essential equipment that shall be furnished to ensure its security program functions as planned.

15.1.1 The key and essential equipment list shall detail from which source(s) the equipment shall be furnished — ANA, ANP, APPF, Coalition forces, PSC subcontractor or contractor furnished.

15.1.2 The key and essential equipment list shall detail the type, quantity, nomenclature and expected use of major items of key and essential equipment — to include, but not be limited to: weapons, explosive devices, personal protective equipment, radios, phones, other communications devices, vehicles, uniforms, and the like.

15.1 Security forces such as the ANA, ANP, APPF and Coalition forces, shall be expected to provide their own weapons, and other military or security equipment with which to perform their duties. The contractor shall coordinate equipment needs with its PSC subcontractor, as necessary. The contractor shall not provide equipment to ANA, ANP, APPF or Coalition security forces, which by nature of their organizations and missions, they are required to keep and maintain, unless prior approval from the Government's Contracting Officer is obtained.

15.2 The contractor shall assure that its security personnel are properly armed. Armament shall be commensurate to the level of threat and to ensure survivability of contractor and Government personnel.

16.0 KEY CONTROL

16.1 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.

16.2 The contractor shall develop procedures covering key control that will be included in its quality control system (See Section 01451).

16.3 The contractor's project manager shall 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.

17.0 SAFETY BARRICADES

17.1 As the situation dictates, security guards shall be posted at safety barricades.

17.2 The contractor's security plan shall discuss under what circumstances security guards shall be posted at safety barricades.

18.0 CRITICAL INFORMATION TO REPORT

18.1 The contractor shall report information regarding the following ANA/ANP/APPF/Coalition/PSC incidents to the Government (the COR, Security Officer or Contracting Officer) within the time limits (or sooner if possible) given below:

Type of Incident	Initial Report	Final Report	Report to:
Incidents involving escalation of force, to include the use of weapons resulting in the death or injury of any person.	Within 4 hours after incident.	Within 24 hours after incident.	COR or Security Officer
Incidents involving escalation of force, to include use of weapons, without resulting injury or death	Within 12 hours after incident.	Within 48 hours after incident.	COR or Security Officer
Incidents involving escalation of force, to include use of weapons, without resulting injury or death, that result in significant damage to Afghan or USG vehicles, materials or facilities.	Within 8 hours after incident.	Within 48 hours after incident.	COR or Security Officer
Traffic or other accidents, resulting in the death or injury of any person.	Within 4 hours after incident.	Within 24 hours after incident.	COR or Security Officer
Traffic or other accidents, without resulting death or injury.	Within 8 hours after incident.	Within 48 hours after incident.	COR or Security Officer
Traffic or other accidents, without resulting death or injury—contractor, security forces personnel have been	Within 4 hours after incident. Periodic reports, every 24 hours until all personnel are	Within 24 hours after incident terminates.	COR or Security Officer

detained by the ANP or other authorities.	released		
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Attacks against ANA/ANP/APPF/APPF Coalition/PSC activities by Anti-Afghan Forces resulting in the death or injury of any person.	Within 4 hours after incident.	Within 24 hours after incident.	COR or Security Officer
Attacks against ANA/ANP/APPF Coalition/PSC activities by Anti-Afghan Forces, without resulting death or injury of any person.	Within 12 hours after incident.	Within 48 hours after incident.	COR or Security Officer
ANA/ANP/APPF Coalition/PSC escort or independent activities which have lost contact with their companies.	Within 4 hours after incident. Periodic reports every 4 hours until contact reestablished.	Within 48 hours after incident terminates.	COR or Security Officer
Small arms fire RPG fire, indirect fire (IDF), improvised explosive devices (IEDs), and/or complex attacks by Anti-Afghan Forces against ANA/ANP/APPF Coalition/PSC activities.	Within 4 hours after incident.	Within 24 hours after incident.	COR or Security Officer
Accidental or negligent discharge of a weapon by ANA/ANP/Coalition/PSC personnel.	Within 12 hours after incident.	Within 48 hours after incident.	COR or Security Officer

19.0 REOCCURRING REPORTS

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

19.1.1 The number, type, and general description of every weapons discharge by the Contractor or any tier of subcontractor on the project.

19.1.2 The name of the Contractor's security manager and the total number of armed personnel working on the project.

19.1.3 The total number by type/caliber of all weapons employed on the project.

19.1.4 The serial numbers and license plates of all armored vehicles used for the project.

19.1.5 The type of transponder/tracking system used for any moving equipment used for the project.

19.1.6 Any changes made to security personnel (new hires, employees who quit or were let go, transfers, etc.).

19.1.7 Biometric registration of all new personnel.

20.0 SECURITY CONTRACTOR REQUIREMENTS

20.1 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.

20.2 All security personnel will be subject to Biometrics testing by representatives of the Contracting Officer, at any time during performance of work on the contract. Biometrics testing may entail either enrollment or scanning (retinal scan); the contractor must be prepared to submit its personnel to either process. 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.

20.3 If the Contractor is notified by the Contracting Officer that such security personnel are on any of these lists of enemy combatants, or known criminal background, such employees shall be immediately removed from the work under this contract.

END OF SECTION