

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	2
2. AMENDMENT/MODIFICATION NO. U0002	3. EFFECTIVE DATE 20-Feb-2010	4. REQUISITION/PURCHASE REQ. NO. W917P		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)		CODE	
		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. W5J9JE-10-R-0043	
			X	9B. DATED (SEE ITEM 11) 04-Feb-2010	
				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 _____ 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.) The purpose of this amendment is to replace sections 00110, 00120, 01040 & 01060 completely and to extend the proposal due date to 10 March 2010 at 3:00 pm, Kabul local time. The above mentioned sections are attachment to this amendment.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00010 - SOLICITATION CONTRACT FORM

The required response date/time has changed from 25-Feb-2010 04:00 PM to 10-Mar-2010 03:00 PM.

Sections 00110, 00120, 01040 & 01060 are hereby replaced completely. Please review and note the changes to these sections.

(End of Summary of Changes)

SECTION 00110
ANP: SITE-ADAPT DESIGN-BUILD
LOWEST-PRICED, TECHNICALLY ACCEPTABLE

INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

1. DEFINITION

This solicitation is for a firm fixed price type contract used to acquire site-adapt construction of Afghanistan National Police (ANP) Uniformed Police District Headquarters facilities (approximately 600 SM in size and a population of [60] persons; see furnished drawings and specifications) to be located at Sar Hawza, Paktika Province.

This work includes, but is not limited to, management, planning, design, material, labor, and equipment, to site adapt and construct all utilities, vehicular access, buildings, force protection measures, site security, de-mining activities, and other features as referenced herein).

When the word 'Offeror' is encountered throughout this Section 00110, it is intended to mean a company seeking to do business with the Government that submits a proposal in response to this solicitation.

A proposal is documentation prepared by the Offeror and submitted to the Government for evaluation purposes in response to this solicitation.

When the word 'Government' is encountered throughout this Section 00110, it is intended to mean U.S. Army Corps of Engineers Afghanistan District-North (AED-N).

Proposals for this solicitation will be accepted until the date and time indicated on Standard Form 1442. Perspective Offerors should submit inquiries related to this solicitation only in writing by letter or e-mail to:

U.S. Army Corps of Engineers (USACE)
Afghanistan Engineer District-North (AED-N)
Qalaa House, Attention: Contract Specialist
Kabul, Afghanistan
E-MAIL ADDRESS: charles.e.sontag@usace.army.mil

Please include the solicitation number, and project title with your questions. Written inquiries must be received by this office not later than 4 calendar days prior to the date set for receipt of offers. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

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

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

2. DIRECTIONS FOR SUBMITTING PROPOSALS

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

MARK PACKAGES:
Solicitation No. W5J9JE-10-R-0043

Offer Closing Date: 10 March 2010

Offer Closing Time: 3:00 p.m. (LOCAL KABUL TIME)

ADDRESS PACKAGES TO:
U.S. Army Corps of Engineers (USACE)
Afghanistan Engineer District-North (AED-N)
Qalaa House, Attention: Chuck Sontag
Kabul, Afghanistan

Special Instructions Pertaining to Hand Carried Offers: Hand-carried offers must be delivered to the USACE AED offices, Qalaa House, Kabul, Afghanistan. Offers who desire to hand-deliver their offers must give properly marked package(s) to the guard at the entrance gate to Qalaa House Compound no later than the time specified above (hand receipts provided upon request).

3. PREPROPOSAL CONFERENCE / SITE VISIT

A Pre-proposal Conference was held at Qalaa House in Kabul. The conference slides and information is located on the AEN website at <http://www.aed.usace.army.mil/AEN-Index.asp>.

An organized site visit will not be held. Vendors may visit the site on their own schedule at their own risk.

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

4. ELECTRONIC OFFERS

FAXED PROPOSALS, MODIFICATIONS THERETO, OR CANCELLATIONS WILL NOT BE ACCEPTED. However, offers may be withdrawn in writing by letter or e-mail. Any written notice to withdraw an offer sent to this office must be received in the office designated in the Request for Proposal (RFP) for receipt of offers not later than the exact date and time set for receipt of proposals.

5. PROPOSALS SHALL BE SUBMITTED IN THE FOLLOWING FORMAT:

Proposal Package	Original	Copies
VOLUME 1 – Technical Proposal	1	3
FACTOR 1 –Experience		
FACTOR 2 – Resources		
A. Key Personnel		
B. Capacity		
FACTOR 3 - Management and Performance Management		
A. Management Plan		
B. Capacity Development		
C. Prompt Payment		
D. DBA		
E. Performance of Work by the Contractor		
FACTOR 4 – Security		
FACTOR 5 – Past Performance		
VOLUME 2– Price Proposal and Administrative Submission	1	1
FACTOR 6 – Price Proposal		
SF1442, Solicitation offer and award		
Representation and Certifications, Section 00600		
All Amendments (SF1442)		
Offeror’s e-mail address and cell phone number		
Name, Address, DUNS, CAGE and TAX Identification Number of the Contractor submitting the proposal (If you do not currently have a DUNS number, please note this in your documentation).		

b. Failure to submit these documents may result in rejection of the proposal. The Government will not make assumptions concerning intent, capabilities, or experience. Clear identification of proposal details shall be the sole responsibility of the Offeror. The Government will reject incomplete proposals after initial evaluation without further consideration. Therefore the proposal shall meet the following basic requirements:

6. PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS

a. REQUIREMENT FOR SEPARATE PRICE AND TECHNICAL PROPOSALS.

(1) The Proposal shall be typed and submitted in English, and easy to read.

(2) Each Offeror must submit both a Price Proposal and a Technical Proposal. The Price Proposal and the Technical Proposal must be submitted as separate volumes. **DO NOT MIX CONTENTS OF VOLUME 1 AND VOLUME 2 IN THE SAME BINDER.** The outside of each

separate volume must be clearly marked to indicate its contents; and the identity of the Offeror. Additionally, clearly identify the “original” cost/price proposal and the “original” technical proposal on the outside cover.

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

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

(5) All information intended to be evaluated as part of the Technical Proposal must be submitted as part of the Technical Proposal. Do not cross-reference similar material in the Price Proposal, or vice versa. Also, do not include links to websites in lieu of incorporating information into your proposal.

(6) Do not include exceptions to the terms and conditions of the solicitation in either the technical or price proposal. Should the offer include any standard company terms and conditions that conflict with the terms and conditions of the solicitation, the offer may be determined "unacceptable" and thus ineligible for award. Should the Offeror have any questions related to specific terms and conditions, these should be resolved prior to submission of the offer. Notwithstanding the above, the Offeror must clearly describe in the Proposal Cover Sheet submitted with the Price Proposal any exceptions to the contractual and/or technical terms and conditions of the solicitation contained in the Offer.

(7) Failure to submit required documents or failing to complete them properly will result in rejection of the offer without further evaluation. Therefore, Offerors are urged to follow instructions and speak with the Contracting Officer if instructions are not understood.

b. DISCUSSIONS. The Government **does not** intend to enter into discussions with Offerors prior to determining those contractors within the competitive range, in accordance with FAR 52.215-1, Instructions to Offerors—Competitive Acquisitions.

c. GENERAL INSTRUCTIONS.

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

(2) Use only 8 ½ by 11 inch paper or A4 paper for hard copy submissions, unless another paper size is specifically authorized elsewhere in this section for a particular submission. Do not use fold-outs (e.g., 11” x 14” or 11” x 17” sheets) unless specifically authorized in this section for a particular submission. Do not use a font size smaller than 10, an unusual font style such as script, or condensed print for any submission. All page margins must be at least 1 inch wide, but may include headers and footers.

(3) The preferred method for assembling your proposals is to use three-ring binders; however, the use of pressboard or other report covers with compression or other type fasteners is

acceptable. Do not use spring clamps or exceed the recommended capacity of the fastener or binder. Do not use plastic multi-hole/spiral binding systems, heat binding systems, or other systems which do not facilitate the ready insertion of additional pages. Do not include loose papers.

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

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

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

7. JOINT VENTURES

A company that is part of a Joint Venture must submit a legally binding joint venture agreement. The Government will not evaluate the capability of any contractors that are not included in the Joint Venture agreement. Joint Ventures must include a copy of the legal joint venture signed by an authorized officer from each of the firms comprising the Joint Venture with the chief executive of each entity identified and must be translated into English, if the original agreement is in a language other than English.

If submitting a proposal as a Joint Venture, the experience, past performance, and management approach of each of the Joint Venture Partners can be submitted for the Joint Venture Entity. The experience for each Joint Venture Partner will be considered the experience of the Joint Venture entity. Joint ventures shall submit the following additional documentation regarding their business entities:

- a. A copy of their Joint Venture agreement in English.
- b. A detailed statement outlining the following in terms of percentages, where appropriate.
 - (1) The relationship of the joint venture parties in terms of business ownership, capital contribution, and profit distribution or loss sharing.
 - (2) The management approach of the joint venture in terms of who will conduct, direct, supervise and control the project and have custody and control of the assets of the joint venture

and perform the duties necessary to complete the work.

(3) The structure of the joint venture and decision-ranking responsibilities of the joint venture parties in terms of who will control the manner and method of performance of the work.

(4) Identification of the key personnel having authority to legally bind the joint venture to subcontracts and state who will provide or contract for the labor and materials for the joint venture.

(5) Identification of the party maintaining the joint venture bank accounts for the payment of all expenses and the deposits of all receipts, keep the books and records, and pay applicable taxes for the joint venture.

(6) Identification of the party furnishing the facilities, such as office supplies and telephone service.

(7) Identification of party having overall control of the joint venture.

Other sections of the proposal shall identify, where appropriate, whether key personnel are employees of the individual joint venture parties and identify the party, or hired as employees of the joint venture.

If one of the joint venture parties possesses relevant experience and/or past performance, the experience and/or past performance of that firm will be considered as the experience and/or past performance of the joint venture.

A complete and legally binding document with all the information required under this section titled "Joint Ventures" shall be included.

SUBCONTRACTORS

If an Offeror wishes to be credited with a subcontractor or supplier, i.e. a firm that is not the prime contractor or part of the joint venture, a letter of commitment signed by the subcontractor and the prime contractor must be submitted. The commitment letter must be submitted even if the firm is in some way related to a joint venture partner (for example, the subcontractor is subsidiary of a joint venture partner, or a subsidiary of a firm to which the joint venture partner is also a subsidiary). If an Offeror submits projects demonstrating experience by a subcontractor, a subsidiary, or a supplier, as opposed to the prime or one of the joint venture partners, the Offeror MUST submit a signed letter of commitment from the contractor who performed and completed the work. If a letter of commitment is not submitted, the experience will not be considered.
Letters of Commitment shall be included in Volume I, Factor 1, Experience.

8. SPECIFIC INSTRUCTIONS FOR THE PRICE PROPOSAL

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

(2) Size Restrictions and Page Limits. Use only 8 ½” x 11” or A4 pages. There are no page limits set for the price proposal. However, limit your response to information required by this solicitation. Excess information will not be considered in the Government’s evaluation.

(3) Format and Contents of the Price Proposal and List of Tabs. The Price Proposal shall be appropriately labeled as such and shall be organized as indicated in the following chart.

TAB	CONTENTS OF THE PRICE PROPOSAL
#1	The Proposal Cover Sheet
#2	The SF 1442 and Acknowledgement of Amendments (Signed)
#3	Section 00010, Pricing Schedule
#4	Representations, Certifications, and Other Statements of Offerors
#5	JV Agreement, if applicable.

(4) Detailed Submission Instructions for the Price Proposal

TAB 1: The proposal cover sheet is required by FAR 52.215-1(2) (c) (i)-(v) and must be submitted by all Offerors. This provision, titled “Instructions to Offerors—Competitive Acquisition,” and the format for the proposal cover sheet are furnished elsewhere in this section.

TAB 2: The SF 1442, Solicitation, Offer, and Award is to be completed by all Offerors and duly executed with an original signature by an official authorized to bind the company in accordance with FAR 4.102. Any and all amendments must be acknowledged by all Offerors in accordance with the instructions on the Standard Form 30, Amendment of Solicitation.

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

TAB 4: All Offerors must have electronically completed the annual representations and certifications on the “Online Representations and Certifications Application” (ORCA) website or respond with the completed representations / certifications found in the solicitation. Offerors are responsible for ensuring that these on-line Representations and Certifications are updated as necessary to reflect changes, but at least annually to ensure that they are kept current, accurate and complete. If the ORCA is not completed the Offeror must complete and return the “Representations, Certifications, and Other Statements of Offerors” included in the solicitation. If the Offeror is a Joint Venture, all participants must separately complete both the ORCA Representations and Certifications.

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

9. SPECIFIC INSTRUCTIONS FOR THE TECHNICAL PROPOSAL

(1) Number of Sets of the Technical Proposal. Submit the ORIGINAL and THREE (3) additional sets of the written Technical Proposal, with each set separately packaged.

(2) Format and Contents of the Technical Proposal and List of Tabs. The original and all copies of the technical proposal will be appropriately labeled as such. Each set shall be organized using the tabs specified in the following chart. Note: The main tabs directly correlate to the evaluation factors identified in Section 00120.

TAB	CONTENTS OF THE TECHNICAL PROPOSAL
Factor #1	EXPERIENCE
Factor #2	RESOURCES A. Key Personnel B. Capacity
Factor #3	MANAGEMENT AND PERFORMANCE A. Management Plan B. Capacity Development C. Prompt Payment D. DBA Performance of Work by the Contractor
Factor #4	SECURITY

Factor #5	PAST PERFORMANCE
-----------	------------------

(3) Page Limitations. See paragraphs 6.d.(2) and 6.d.(6) above for format and page count instructions. The following page limitations are established for each factor described above:

- Factor #1, Experience – Limited to 5 pages (maximum of 5 forms) **Letters of Commitment with subcontractors will NOT count against your page limitation.**
- Factor #2, Resources– Limited to 1 page for each resume provided and 3 pages to discuss Capacity
- Factor #3, Management and Performance – 10 page limitation **Letters of Commitment with subcontractors will NOT count against your page limitation.**
- Factor #4, Security – Limited to 2 pages
- Factor #5, Past Performance – Limited to 6 pages (maximum of 6 forms)

Pages submitted which exceed limitations listed above will not be evaluated. Tables of content, proposal cover letters, and tabs between proposal information do not count toward any page limitations in the proposal.

10. PROPOSAL FORMAT - VOLUME I

Submission Requirements: The Proposal must contain no more than 5 projects as outlined by Attachment Experience Overview Sheet, representing the Contractor’s experience performing work required on this solicitation.

(i) **TAB 1: FACTOR 1, EXPERIENCE:** Demonstrate the experience of the Offeror and/or the proposed team, including sub-contractors, on projects that are the same or similar to that described in the solicitation for site-adapt, design-build construction work. The Contractor shall complete a minimum of two (2), but no more than five (5), “Experience Information” forms, attached at the end of this section, in response to this factor. All blocks must be filled in and all data must be accurate, current, and complete. At least two (2) of the projects submitted must be the same or similar to the site adapt, design build solicitation. Similar projects are permanent vertical construction projects that include design, and utilities development. At least one (1) of the projects provided must be valued at over \$500,000.00 and must have been underway with at least 50% completed or completed within the last 3 years, and of the two (2) similar projects, at least one (1) of the projects must have been successfully completed in the Province in which the solicitation project is to be located.

If any of the information required by the Experience Information Form is not included in the form then the offeror will be considered non-responsive and evaluated as unacceptable.

(ii) **TAB 2: FACTOR 2, RESOURCES:**

A. Subfactor 1 - KEY PERSONNEL: The Offeror must provide resume data for the following key personnel:

Project Manager for Design
Project Manager for Construction
Safety Officer,
Quality Control Manager
Project Scheduler
Senior Electrical Engineer,
Senior Mechanical Engineer,
Senior Civil Engineer,
Construction Superintendent,
Capacity Development Manager

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

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

The following key personnel must have degrees in the required disciplines:

- Project Managers – Architectural or Engineering Degree in any discipline
- Senior Electrical Engineer – Electrical Engineering Degree
- Senior Mechanical Engineer – Mechanical Engineering Degree
- Senior Civil Engineer – Civil Engineering Degree
- Project Scheduler – Degree in any engineering discipline or four year Construction Management degree

ALL key personnel shall have a minimum of three (3) years of professional experience in their field. For example, a Civil Engineer must have a degree in Civil Engineering and a minimum of three (3) years of professional civil engineering experience.

B. Subfactor 2 - CAPACITY: The offeror shall demonstrate his/her ability to take on this additional project to include management resources, equipment (owned or rented), and financial capability to fully execute the project. The contractor shall also

demonstrate that if the project schedule slips how additional resources (management, labor, and equipment) could be provided in a timely manner to ensure completion in accordance with the performance period.

(iii) **TAB 3: FACTOR 3, MANAGEMENT AND PERFORMANCE:**

A. **Subfactor 1: MANAGEMENT PLAN:** Describe in detail your proposed plan for managing all phases of this project throughout construction execution to completion and project turnover, ensuring you maintain schedule in accordance with the specified performance period. Provide a list of your major subcontractors and the features of work each will accomplish and whether or not you have previously teamed with your firm. Provide a letter of commitment from each subcontractor indicating their availability and intent to perform work on this project and the labor, equipment, and resources they will bring to the project. Provide a Management Organizational Flow Chart, which includes Project Management, Construction, Contractor Quality Control (CQC), and Safety showing lines of authority and responsibilities for each position indicated. Describe your plan to control time during construction of the project and proposed methods to regain schedule should it slip. Discuss how subcontractors will be integrated into the project and how they will be controlled (as it relates to timely completion and quality of work). Provide a general discussion of the project Quality Control Plan (QCP), which specifically addresses how quality will be assured on this project.

B. **Subfactor 2: CAPACITY DEVELOPMENT:** The offeror shall provide an Afghan Capacity Development Plan. This plan must demonstrate how the offeror will promote the education and skills development of Afghan citizens. The offeror must also submit a copy of the form found at the end of this section entitled “Afghan Capacity Development”.. Specifically, the plan must address the following elements, as a minimum. The term “offeror” here includes subcontractors, if applicable.

- How the offeror will recruit, hire, train and maintain a staff of skilled Afghan workers for construction trades including, but not limited to: equipment operators, masons, reinforcing steel workers, concrete finishers, laboratory technicians, painters, and carpenters.
- How the offeror will recruit, hire, train and maintain a staff of Afghan journeymen, including but not limited to electricians and plumbers.
- How the offeror will recruit and hire educated Afghans or educate Afghan citizens so that they can assume construction engineering and management positions. These positions will include, but are not limited to safety and health officers, quality control managers, schedulers, cost estimators, construction superintendents, and project managers.
- How the offeror plans to interface with the technical and trade schools in the province where the project is being built to maximize the use of graduates from the schools and

provide opportunities for the students and graduates of the schools to get on-the-job training and experience.

- The name and resume for an Afghan Capacity Development Manager, whose responsibility it will be to manage the capacity development efforts. The person's position within the company organizational chart must be shown.

C. Subfactor 3: PROMPT PAYMENT: The Offeror must demonstrate how they plan to enforce the prompt payment requirements in accordance with Technical Specification Section 01060 Special Contract Requirements paragraph 2.8 Prompt Payment of Subcontractors.

D. Subfactor 4: DEFENSE BASE ACT (DBA) INSURANCE The offeror must provide a detailed narrative demonstrating how they intend to meet the DBA Insurance requirements in accordance with Technical Specification Section 01060 Special Contract Requirements paragraph 2.11.

E. Subfactor 5: PERFORMANCE OF WORK BY THE CONTRACTOR: The offeror must demonstrate how they will achieve the stated percentage of work in accordance with Contract Clause 52.236-1 Performance of Work by the Contractor (Apr 1984).

(iv) **TAB 4: FACTOR 4, SECURITY PLAN:** The Offeror must provide a summary draft Security Plan specific to the geographic area of the project location. The plan must discuss how the specific requirements documented in Technical Specification Section 01040 Titled: Security will be met. The plan must specifically address your plan to hire, train, and arm the security force; and a description of your employee vetting/screening process. You must provide either a letter of commitment from a licensed Private Security Contractor (PSC) or make note of your intention to request to self-perform security functions. (Letter of commitment will not count against the page limitation)

(v) **TAB 5: FACTOR 5, PAST PERFORMANCE:** For past performance, the offeror must provide a list of all projects currently underway and letters of recommendation, commendations, and/or awards on projects, which demonstrate construction experience. In addition, "Past Performance" forms, attached at the end of this section, must be submitted in response to this factor. All blocks must be filled in and all data must be accurate, current, and complete. A minimum of three (3), but no more than five (5), references must be on projects at least 50% underway or completed within the last three (3) years. At least one (1) reference must refer to a project that has been completed in the province in which the solicitation project is located. Space is provided in Past Performance form for Data Universal Numbering System (DUNS). DUNS number must be provided if and when contractor has obtained number and it is available.

11. PROPOSAL FORMAT - VOLUME II PRICE PROPOSAL

Submission Requirements: The following Administrative requirement shall be submitted at the same time as the submission of the Technical Proposal (Volume 1).

Information to be provided in Volume II:

- a. Completed Bidding Schedule, containing the Contractor determined Prices.
- b. SF1442, Solicitation offer and award
- c. Representation and Certifications, Section 00600
- d. All Amendments (SF1442)
- e. Offeror's e-mail address and cell phone number
- f. Name, Address, DUNS, CAGE and TAX Identification Number of the Contractor submitting the proposal (If you do not currently have a DUNS number, please note this in your documentation).

FACTOR 6 – PRICE

Contractor's prices shall contain all costs, in addition to those contained in the Bidding Schedule that is part of this solicitation. Prices shall represent costs (indirect and direct costs) including profit. The Contractor's prices shall contain all Contractor's costs inclusive of profit, all overhead (to include office and field overhead), labor burden, insurance, adjustments to listed prices, general and administrative expenses, subcontractor mark-up, mobilization and demobilization, and all other costs including, but not limited to, compliance with environmental laws, permits, preparation of reports, correspondence and documentation required by law or these specifications, tax laws, protection and/or moving of government property and engineering services. (Engineering services include those services that are incidental to construction, and completing submittals for construction work.) The prices shall also include costs necessary to interface with Government representatives, and coordination with occupants and other contractors as necessary. For more information see the Summary of Work.

COST/PRICE PROPOSAL EVALUATION. An initial price analysis will be conducted on the offeror's prices using techniques pursuant to FAR 15.404-1(b) and in accordance with the solicitation. An evaluation for acceptability will be performed on each proposal in accordance with FAR 15.101-2(b). The Government will evaluate proposals as follows. First, the Government price evaluators will conduct a price analysis of overall prices and then perform a realism analysis for the purpose of measuring each offeror's understanding of the requirements and to assess the risk inherent in an offeror's proposal. Total prices submitted by the offeror that are determined to be more than 25% above or below the Independent Government Estimate and more than 25% above or below the average of all the price proposals received in response to the solicitation will be considered to be unreasonably high or unrealistically low and will not be considered for award. Second, the Government price evaluators will determine which of the proposals meeting the price reasonableness and realism analysis and rank them by total proposal price. Third, the Government price evaluators will select the ten lowest priced proposals meeting the price reasonableness and realism analysis and send those ten complete proposals without price to the Source Selection Evaluation Board. The technical (non-pricing) volume(s) of each of these ten proposals will be given to the Technical Evaluators for review, without identification of the prices or any rank order of prices. The Technical Evaluation Team will review these ten proposals for technical acceptability. If any Offerors are determined to be technically acceptable from this group, the Offeror with the lowest price technically acceptable proposal will be awarded the contract. If, on the other hand, no

proposals are found to be technically acceptable within this first group of ten proposals, then the process described above will be conducted again, as many times as necessary, until such time as the Government identifies a technically acceptable proposal(s).

12. Proposal Cover Sheet

<p>PROPOSAL COVER SHEET</p> <p>1. Solicitation Number:</p> <p>2. The name, address, and telephone and cell phone numbers of the Offeror (and electronic address if available):</p> <p>3. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item. Statement to include any exceptions in technical or cost/price proposal or exceptions inherent in Offeror's standard terms and conditions.</p> <p>4. Names, titles, and telephone and cell phone numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation:</p> <p>5. Name, title, and <u>signature</u> of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.</p>

13. SOURCE SELECTION USING THE LOWEST-PRICED, TECHNICALLY ACCEPTABLE PROCESS. An evaluation for acceptability will be performed on each proposal in accordance with FAR 15.101-2(b). The proposal that provides the lowest price and is otherwise technically acceptable in all factors will be selected for award. To be considered technically acceptable, no technical factor in the proposal may be determined to be unacceptable. The failure of a proposal to meet any of the factors will result in a technically unacceptable rating and preclude award. See also Section 00120.

Attached is a checklist for the convenience of the offeror. It is intended to assist in preparation of proposals. These are areas which should be addressed in a proper and complete proposal, but are not all inclusive. This checklist does NOT need to be returned, but is provided for information only.

Contractor Check List for information only

FACTORS	MAKE SURE THE FOLLOWING ITEMS ARE INCLUDED OR ADDRESSED IN THE PROPOSAL	YES/NO (if NO contractor will not be considered technically acceptable)
FACTOR 1: EXPERIENCE	Project completed in the Province?	
	One (1) Project at least \$500,000.00 Completed or underway in the last 3 years?	
	Construction projects must show Design, Vertical Construction and Utilities Development	
FACTOR 2: RESOURCES	Clearly show education, Experience and required degree	
	List of all equipment (owned or rented)	
	Explain Financial Capability	
FACTOR 3: MANAGEMENT AND PERFORMANCE	List of Subcontractors with letters of commitment from each tell what portion of work the sub contractor will be performing	
	Provide Organization Flow Chart reflecting ALL Key Personnel	
	Provide Afghan Capacity Development Plan	
	Include resume for the Afghan Capacity Development Manager	
	Return Afghan Capacity Development Form Completely filled out	
	Skill Trade minimum 50% Afghan Journeymen minimum 35% Afghan	
	Address both how you plan to file a claim and your plan to make sure the family receives the funds	
FACTOR 4: SECURITY	Letter of commitment from the security subcontractor	
FACTOR 5: PAST PERFORMANCE	List of ALL ongoing Projects	
	All Letters of Recommendation, commendation and/or awards on all projects submitted for construction experience	

1. Have you assembled your proposal in the manner outlined by Section 00110?
2. Have you acknowledged all amendments?
3. Have you included One (1) original and Three (3) copies of Volume 1 – Technical Proposal?
(Each copy must be in a separate binder)
4. Have you included One (1) original and One (1) copy of Volume 2 – Price Proposal and Administrative Submission?
5. DO NOT MIX CONTENTS OF VOLUME 1 AND 2 IN THE SAME BINDER.

EXPERIENCE INFORMATION
(To be completed by Contractor)

**1. Contractor:
Name:**

Address:

2. Contract /Task Order(TO) /Purchase Order (PO) Number:

3. Contract/TO/PO Dollar Value:

4. Contract/TO /PO Status: **Active** **Complete**

Completion Date (w/ extensions):

5. Project Title:

Location:

6. Project Description:

PAST PERFORMANCE
(To be completed by Contractor)

1. Contract /Task Order(TO) /Purchase Order (PO) Number:

2. Contract/TO/PO Dollar Value:

3. Project Title:

Location:

Was Project Completed on Schedule and within cost?

4. If No Please provide a brief synopsis on corrective actions that were taken:

Reference Information

Name:

Address:

Telephone Number and E-mail:

5. List of Current Projects and Dollar Value:

For Capacity Development the contractor will submit the following table as part of the bid proposal, with empty cells (column 2) filled in and with the signature block completed by an executive officer in the company who has legal authority to make the commitments.

Skilled workers include, but are not limited to: equipment operators, masons, reinforcing steel workers concrete finishers, laboratory technicians, painters, and carpenters. These skilled workers must be graduates of construction trade schools in Afghanistan and preferably in the province where the project is being built.

Journeyman include, but are not limited to, electricians, and plumbers. These journeymen must be graduates of technical schools in Afghanistan and preferably in the province where the project is being built.

During project execution, the appropriate diplomas for skilled workers and journeymen will be provided to the U.S. Government upon request.

Afghan Capacity Development		
Position	Minimum Percentage of Workforce to be Afghan	Minimum Allowable Value to be Used in Column 2.
Skilled Trades		50
Journeyman		35
<p>The undersigned confirms that the offeror (to include subcontractors) will meet or exceed the minimum percentages of Afghan employees, as listed in Column 2 above. The performance of the Afghan Capacity Development Manager will be evaluated based on his or her ability to meet or exceed the commitment for employing Afghans.</p> <p>Signature _____</p> <p>Printed Name _____</p> <p>Title _____</p>		

SECTION 00120
ANP: SITE-ADAPT DESIGN-BUILD
LOWEST-PRICED, TECHNICALLY ACCEPTABLE (LPTA)

PROPOSAL EVALUATION AND CONTRACT AWARD

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

2. SOURCE SELECTION USING THE LOWEST-PRICED, TECHNICALLY ACCEPTABLE PROCESS. An evaluation for acceptability will be performed on each proposal in accordance with FAR 15.101-2(b). The proposal that provides the lowest price within 25% above or below the Independent Government Estimate and within 25% above or below the average of all of the offers received and is otherwise technically acceptable in all factors and subfactors will be selected for award. To be considered technically acceptable, no technical factor or subfactor in the proposal may be determined to be unacceptable. The failure of a proposal to meet any of the factors or subfactors will result in a technically unacceptable rating and preclude award.

The Government will evaluate proposals as follows. First, the Government price evaluators will conduct a price analysis of overall prices and then perform a realism analysis for the purpose of measuring each offeror's understanding of the requirements and to assess the risk inherent in an offeror's proposal. Total prices submitted by the offeror that are determined to be more than 25% above or below the Independent Government Estimate and more than 25% above or below the average of all the price proposals received in response to the solicitation will be considered to be unreasonably high or unrealistically low and will not be considered for award. Second, the Government price evaluators will determine which of the proposals meeting the price reasonableness and realism analysis and rank them by total proposal price. Third, the Government price evaluators will select the ten lowest priced proposals meeting the price reasonableness and realism analysis and send those ten complete proposals without price to the Source Selection Evaluation Board. The technical (non-pricing) volume(s) of each of these ten proposals will be given to the Technical Evaluators for review, without identification of the prices or any rank order of prices. The Technical Evaluation Team will review these ten proposals for technical acceptability. If any Offerors are determined to be technically acceptable from this group, the Offeror with the lowest price technically acceptable proposal will be awarded the contract. If, on the other hand, no proposals are found to be technically acceptable within this first group of ten proposals, then the process described above will be conducted again, as many times as necessary, until such time as the Government identifies a technically acceptable proposal(s).

3. BASIS OF AWARD. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors. Tradeoffs are not permitted. Proposals are evaluated for acceptability but not ranked using non-cost/price factors.

4. EVALUATION OF THE PRICE PROPOSALS

a. Price will be evaluated and considered but will not be scored or combined with other aspects of the proposal evaluation. The proposed prices will be analyzed for reasonableness. They will also be analyzed to determine whether they are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the information provided by the Offeror. Additionally, all offers will be analyzed for unbalanced pricing.

b. The otherwise technically-acceptable, lowest-priced offeror may be required to confirm its price on a Contract Line Item (CLIN), element, or total price basis, and/or provide additional information in support of their price, prior to contract award at the Government's request and discretion.

c. Other Award Factors: The Contracting Officer shall consider several factors in the selection process which are important, but not quantified, such as:

(1) Agreement by the offeror to all general and special contract provisions and clauses.
(2) Determination of responsibility of the contractor by the Contracting Officer in accordance with the provisions of the Federal Acquisition Regulation, Part 9.1. In order to be determined responsible, a prospective contractor must:

(a) Have adequate financial resources to perform the contract or the ability to obtain them.

(b) Be able to comply with the required or proposed delivery or performance schedule taking into consideration all existing commercial and Governmental business commitments.;

(c) Have a satisfactory performance record.

(d) Have a satisfactory record of integrity and business ethics.

(e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.

(f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them.

(g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

5. EVALUATION OF THE TECHNICAL PROPOSAL. The Technical Proposal will be evaluated based on the following evaluation criteria:

A. FACTOR 1: EXPERIENCE: The Government will review the project experience of the offeror, including subcontractors, on projects provided in response to Section 00110, Factor 1. Offerors must meet all of the following standards to receive a "GO" or acceptable rating on this factor:

- Offeror shall complete a minimum of two (2), but no more than five (5), "Experience Information" forms attached at the end of this section for projects that have been

successfully completed or are near a successful completion, in response to this factor. All blocks must be filled in and all data must be accurate, current, and complete. At least two (2) of the projects submitted must be the same or similar to the site adapt, design build solicitation. Similar projects are permanent vertical construction projects, which include design, and utilities development.

- At least one (1) project must be valued at over \$500,000.00 and must have been underway at least 50% completed or completed within the last 3 years.
- Of the two (2) projects at least one (1) of the projects must have been successfully completed in the Province in which the solicitation project is to be located.

Failure to meet all of the requirements under this factor will result in a “NO GO” or unacceptable rating and possible elimination from further consideration for contract award.

B. FACTOR 2: RESOURCES: The Government will review the resumes provided in response to Section 00110, Factor 2. Offerors must meet all of the following standards to receive a “GO” or acceptable rating on this factor.

Subfactor 1 - KEY PERSONNEL:

The offeror must submit resumes for the following key personnel:

Project Manager for Design
Project Manager for Construction
Safety Officer,
Quality Control Manager,
Project Scheduler
Senior Civil Engineer,
Senior Electrical Engineer,
Senior Mechanical Engineer
Construction Superintendent,
Capacity Development Manager

All resumes must include the following information and not exceed one page.

The following key personnel must have degrees in the required disciplines:

- Project Manager – Architectural or Engineering Degree in any discipline
- Senior Electrical Engineer – Electrical Engineering Degree
- Senior Mechanical Engineering – Mechanical Engineering Degree
- Senior Civil Engineer – Civil Engineering Degree
- Project Scheduler – Degree in any Engineering discipline or 4 year Construction Management degree

ALL key personnel shall have a minimum of three (3) years of professional experience in that field. For example, a Civil Engineer must have a degree in Civil Engineering and 3 years of professional civil engineering experience.

Failure to meet all of the requirements under this subfactor will result in a “NO GO” or unacceptable rating and elimination from further consideration for contract award.

Subfactor 2 - CAPACITY: The Government will review the description of capacity the contractor is able to bring to bear in executing the solicitation requirements provided in response to Section 00110, Factor 2. Offerors must demonstrate they have ability, equipment, financial capacity and management resources to successfully complete the project on time within the prescribed performance period to receive a “GO” or acceptable rating for this subfactor.

C. FACTOR 3- MANAGEMENT AND PERFORMANCE:

Subfactor 1 – MANAGEMENT PLAN: The Government will review the offeror’s proposed plan for managing all phases of the project verifying his intent to complete the project on schedule. The offeror must provide a list of its major subcontractors (if any) and the specific work each will accomplish. The contractor must state whether or not he has previously teamed with a specific subcontractor and they successfully completed the work on time. If subcontractors are listed the contractor must provide a letter of commitment from each subcontractor indicating their availability and intent to perform work on the project. The offeror must provide a Management Organizational Flow Chart, which includes detailed information concerning Project Management, Construction, CQC, and Safety. The chart must clearly indicate lines of authority and responsibilities for each of the positions indicated. The offeror must describe his plan to control time during construction to meet the project completion date and specify methods to be used in an effort to regain schedule should it slip. The contractor must discuss how subcontractors will be integrated into the project and how they will be controlled (as it relates to timely completion and quality of work). The offeror must provide a general discussion of his project Quality Control Plan (QCP), specifically addressing how quality will be assured on the project. All elements must be included in the plan in order to receive a “Go” or acceptable rating for this subfactor.

Subfactor 2 – CAPACITY DEVELOPMENT: The Government will review the offeror’s proposed plan to see determine if it demonstrates how the offeror will promote the education and skills development of Afghan citizens. Specifically, the plant must demonstrate the following:

- How the offeror will recruit, hire, train and maintain a staff of skilled Afghan workers for construction trades including, but not limited to: equipment operators, masons, reinforcing steel workers, concrete finishers, laboratory technicians, painters, and carpenters.
- How the contractor will recruit, hire, train and maintain a staff of Afghan journeymen, including but not limited to electricians and plumbers.

- How the offeror will recruit and hire educated Afghans or educate Afghans citizens so that they can assume construction engineering and management positions. These positions will include, but are not limited to safety and health officers, quality control managers, schedulers, cost estimators, construction superintendents, and project managers.
- The name and resume for an Afghan Capacity Development Manager whose responsibility it will be to manage the capacity development efforts. The person's position within the company organizational chart must be shown.

Offerors must demonstrate that they have an achievable plan to achieve all of the requirements listed above to receive a "GO" or acceptable rating for this subfactor.

Subfactor 3 – PROMPT PAYMENT: The government will review the offeror's description of how they will ensure the prompt payment of all subcontractors, suppliers, and their employees in accordance with local Afghan laws and the requirements specified in Technical Specification Section 01060 Special Contract Requirements paragraph 2.8 Prompt Payment of Subcontractors. Offerors must demonstrate how they will meet their payment responsibility as a prime contractor and ensure all subcontractors, suppliers, and all employees are promptly paid in a timely manner to receive a "GO" or acceptable rating for this subfactor.

Subfactor 4 - DEFENSE BASE ACT (DBA) INSURANCE: The government will review offeror's description of how they will properly submit a claim, to include necessary actions / preparations to gather contact information for the injured / deceased family, and both the notification and follow up processes to facilitate replacing the lost income of the worker. The government will also review the proposed process for immediate and required follow-on reports being submitted in a timely manner to the appropriate individuals in accordance with the DBA Insurance requirements specified in Technical Specification Section 01060 Special Contract Requirements paragraph 2.11. The offer's process must demonstrate how the requirements will be met to receive a "GO" or acceptable rating for this subfactor.

Subfactor 5 - PERFORMANCE OF WORK BY THE CONTRACTOR: The government will review the offeror's description of how they will achieve the stated percentage of work in accordance with the contract clause, by either self performing specific features of work, providing materials to be incorporated in the works, providing a list of owned equipment to be charged against the project to meet the percentage identified in Contract Clause 52.236-1 Performance of Work by the Contractor (Apr 1984). The offeror must demonstrate how the required percentage of work will be met to receive a "GO" or acceptable rating for this subfactor.

D. FACTOR 4, SECURITY PLAN: The government will review the offeror's security plan describing how they intend to meet the specific requirements found in Technical Specification Section 01040 Standard Contract Security. In the plan, offerors must demonstrate that they will meet each of the requirements if self-performing, or must include a letter of commitment from a licensed PSC, to receive a "GO" or acceptable rating for this factor.

E. FACTOR 5: PAST PERFORMANCE: For past performance, government will review the offeror's letters of recommendation, commendations and/or awards on projects to see that they demonstrate successful construction experience. The government will also review the "Past Performance" forms required to be submitted in response to this factor to ensure that all blocks are filled in and all data is accurate, current, and complete, a minimum of three (3), but no more than five (5), references are on projects at least 50% underway or completed within the last three (3) years and at least one (1) reference refers to a project that has been completed in the province in which the solicitation project is located.

The Contractor Performance Assessment Reporting System (to include ACASS, CCASS, and CPARS) will be utilized to validate past performance ratings on Department of Defense contracts, as well as any other past performance information source the Government deems necessary to evaluate a contractor's past performance.

The US Army Corps of Engineers, Afghanistan Engineer District-North, maintains final evaluations of Offeror's performance in the Resident Management System (RMS), hard copies in contract files, and previous past performance evaluations conducted by the Government. Any and all of this information may be used when evaluating past performance of Offerors if it is determined to be recent and relevant by the Contracting Officer.

The Government may use the list of projects under way, and other information, to contact references provided as part of Factor 1 – Experience, or any other sources, for information regarding the offeror's past performance on projects and for the purposes of assessing and verifying the scope of the work performed. **Offerors should provide accurate, current, and complete contact information for references provided in the past performance worksheet.**

Failure to meet all the requirements under this factor will result in a "NO GO" or unacceptable rating. Offerors with no past performance information will receive a "NEUTRAL" rating for this factor.

6. GENERAL TECHNICAL CRITERIA

- a. Material omission(s) may cause the technical proposal to be rejected as unacceptable.
- b. Proposals which are generic, vague, or lacking in detail may be considered unacceptable. The offeror's failure to include information that the Government has indicated should be included may result in the proposal being found deficient if inadequate detail is provided.
- c. The Government cannot make award based on a deficient offer. Therefore, receipt of a "NO GO" determination of acceptability for any factor or subfactor will make the offer ineligible for award, unless the Government elects to enter into discussions with that Offeror and all deficiencies are remedied in a revised proposal.

SECTION 01040

SECURITY

1.0 SPECIFIC CONTRACT SECURITY ASSESSMENT

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

2.0 GENERAL BACKGROUND

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

The intent of these contracted services is to "free" joint forces to conduct military operations and other inherently governmental functions. As the CJOA-A experiences both building of combat power as well as the parallel civilian uplift effort, the reliance on contracted services to include AC/PSCs is likely to increase. AC/PSC services are necessary to secure installations and other infrastructure, conduct movement support for sustainment, train Afghan Forces to proficiency, and transport key personnel throughout the CJOA-A. The terms armed contractor, private security company, or contractor personnel, includes all personnel directly employed by the contractor at any tier of contract or subcontract. This section applies to all armed contractors providing service on DOD contracts.

3.0 GOVERNMENT REPRESENTATIVES

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

3.1 SECURITY PLAN

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

3.2 SECURITY COORDINATION

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

3.3 CLAIM FOR SECURITY DELAYS

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

3.4 SECURITY RATING

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

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

3.5 GOVERNMENT PROVIDED SECURITY

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

4.0 SITE SECURITY FOR PROJECTS OUTSIDE OF ACTIVE COALITION FORCE BASES

The contractor shall develop a site security plan and program (IAW Security Plan Section) to provide 24 hr/7 days a week security for the project throughout the performance of the Contract. There will be armed guards manning

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

4.1 SITE SECURITY FOR PROJECTS ON-BASE

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

4.2 SECURITY FOR ROAD PROJECTS, TRANSPORTATION, & CONVOYS

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

4.2.1 MOVEMENT OF PROJECT EQUIPMENT AND SUPPLIES

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

4.2.2 SECURITY DETAIL

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

4.2.3 REQUIRED TRAINING

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

5.0 SECURITY PLAN

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

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

5.1 ESTIMATED THREAT ASSESSMENT

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

5.2 SECURITY PLAN REQUIREMENTS

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

5.3 PERSONNEL

The plan shall contain the names, photos, and tazkira numbers of security personnel, those personnel with access to weapons/ammo and those persons who will be handling or transporting explosives. As part of the security plan, the contractor shall continually submit the coordinates of the contractor's base camps, quarries, and current work locations. The Contractor shall submit, prior to the commencement of construction, a plan for security protection, with a list of the chain of command, or a letter of commitment from a licensed security contractor. Perimeter security shall prevent unauthorized site access and provide safety protection to the Contractor work force and government personnel for the duration of the project. The Contractor is solely responsible for security however

local police shall be coordinated with regarding security to the greatest extent possible. Coordination does NOT include nor imply making payments of any nature whatsoever to the local ANA/ANP or Local/Provincial Government Officials for permission or protection to construct the project. The contractor will immediately inform the Government if asked to make any such payments, and the Government will provide further direction to the contractor. Corruption will not be tolerated at any level, under any circumstances. Conducting business in this way will be grounds for termination of the contract. Additionally, our new contracts are going to require that ALL security personnel are to be registered biometrically.

5.4 FORCE PROTECTION CONDITION LEVELS

The contractor will use at least four force protection condition levels (Extremely High, High, Moderate, Low) with corresponding levels and codes for on-site threat postures (uniforms, weapons, and vehicle movements). The contractor will use road movement safety restriction codes (Green, Amber, Red, or Black) for frequently traveled roads in the vicinity of project site. Force protection conditions and vehicle route status will be publicized to the site population. As a guideline, here are the Coalition Force route status codes:

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

5.5 COORDINATION WITH LOCAL POLICE

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

5.6 SECURITY PLAN SUBMITTAL REQUIREMENTS

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

6.0 ARMING LICENSE

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

7.0 LOCAL HIRE VETTING PROGRAM

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

8.0 COMMUNICATION

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

9.0 CONTRACTOR PROVIDED EQUIPMENT

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

10.0 TRAINING

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

11.0 KEY CONTROL

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

12.0 SAFETY BARRICADES

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

13.0 RESPONSIBILITY FOR PHYSICAL SECURITY

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

14.0 CRITICAL INFORMATION TO REPORT

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

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

15.0 REOCCURRING REPORTS.

Every month the Contractor will report the following to the designated contract Security Officer:

- a. The number, type, and general description of every weapons discharge by the Contractor or any tier of subcontractor on the project.
- b. The name of the Contractor's security manager and the total number of armed personnel working on the project.
- c. The total number by type/caliber of all weapons employed on the project.
- d. The serial numbers and license plates of all armored vehicles used for the project.
- e. The type of transponder/tracking system used for any moving equipment used for the project.
- f. Any changes made to security personnel (new hires, employees who quit or were let go, transfers, etc.).

16.0 CONTRACTOR SECURITY PERSONNEL REQUIREMENTS

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

-END OF SECTION-

SECTION 01060

SPECIAL CONTRACT REQUIREMENTS

1. GENERAL

1.1 PRECONSTRUCTION CONFERENCE

1.1.1 SCHEDULE OF MEETING

At the earliest practicable time, prior to commencement of the work, the Contractor and any Subcontractors whose presence is necessary or requested, shall meet in conference with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to the details of the administration and execution of this contract. This will include but not necessarily be limited to the Contractor's Quality Control (CQC) Program, the Contractors Accident Prevention Program, submittals, correspondence, schedule, access to the work site, security requirements, interface requirements, temporary facilities and services, hazards and risks, working after normal hours or on weekends or holidays, assignment of inspectors, representations, special requirements, phasing, and other aspects of this project that warrant clarification and understanding.

1.1.2 MEETING MINUTES

It shall be the responsibility of the Contractors CQC System Manager to prepare detailed minutes of this meeting and submit those minutes to the Contracting Officer for approval within three (3) workdays. Any corrections deemed necessary by the Contracting Officer shall be incorporated and resubmitted within two (2) calendar days after receipt. Upon approval of the minutes by the Contracting Officer, the Contractor shall distribute the minutes to all parties present or concerned.

1.2 AREA USE PLAN

The Contractor shall submit to the Contracting Officer, within ten (10) calendar days after award of this contract, an Area Use Plan designating intended use of all areas within the project boundaries. This plan shall include, but not necessarily be limited to the following: the proposed location and dimensions of any area to be fenced and used by the Contractor; construction plant and building installations/the number of trailers and facilities to be used; avenues of ingress/egress to the fenced areas and details of the fence installation; drawings showing temporary electrical installations; temporary water and sewage disposal installations; material storage areas; hazardous storage areas. Any areas that may have to be graveled shall also be identified. The plan shall also include a narrative description of the building structural system, the site utility system and the office or administration facilities. The Contractor shall also indicate if the use of a supplemental or other staging area is desired. The Contractor shall not begin construction of the mobilization facilities prior to approval by the Contracting Officer of

the Area Use Plan described herein.

1.3 CONTRACTOR'S MOBILIZATION AREA

The Contractor will be permitted to use an area approved by the Contracting Officer within the contract limits for operation of his construction equipment and plants, shops, warehouses, and offices. Utilities will be provided for the Contractor as described below. The Contractor is responsible for obtaining any required additional mobilization area above that designated. The construction site shall be cleared of construction debris and other materials and the area restored to its final grade.

1.3.1 CONTRACTOR'S TEMPORARY FACILITIES

1.3.1.1 GENERAL

All facilities within the Contractor's mobilization area shall be of substantial construction suitable for the local weather conditions. Sanitary facilities shall meet the requirements of Corps of Engineers, Safety and Health Requirements Manual EM 385-1-1. Local nationals will not be granted any privileges under this contract. Government provided services are for American and Foreign national contractors only.

1.3.1.2 ADMINISTRATIVE FIELD OFFICES

The Contractor may provide and maintain administrative field office facilities within the mobilization area at the designated site. Government office and warehouse facilities will not be available to the Contractor's personnel.

1.3.1.3 STORAGE AREA

The Contractor shall construct a temporary 1.8 meter (6 foot) high chain link fence around trailers and materials. The fence shall include plastic strip inserts, colored green or brown, so that visibility through the fence is obstructed. Fence posts may be driven, in lieu of concrete bases, where soil conditions permit. Trailers, materials, or equipment shall not be placed or stored outside the fenced area unless approved in writing by the Contracting Officer.

1.3.1.4 PLANT COMMUNICATION

Whenever the Contractor has the individual elements of its plant so located that operation by normal voice between these elements is not satisfactory, the Contractor shall install a satisfactory means of communication, such as telephone or other suitable devices. If radio communication is approved by Contracting Officer / installation security office, frequency selection shall be approved by Contracting Officer to prevent interference with installation operations. Such devices shall be provided by the Contractor and made available for use by Government personnel as requested.

1.3.1.5 APPEARANCE OF MOBILIZATION SITE FACILITIES AND/OR TRAILERS

Mobilization Site Facilities and/or Trailers utilized by the Contractor for administrative or

material storage purposes shall present a clean and neat exterior appearance and shall be in a state of good repair. Trailers or other transportable structures which, in the opinion of the Contracting Officer, require exterior painting or maintenance will not be allowed on the construction site until such work or maintenance has been performed to the satisfaction of the Contracting Officer.

1.3.1.6 MAINTENANCE OF STORAGE AREA

Fencing shall be kept in a state of good repair and proper alignment. Should the Contractor elect to traverse unpaved areas which are not established roadways with construction equipment or other vehicles, such areas shall be covered with a layer of gravel as necessary to prevent rutting and the tracking of soil onto paved or established roadways; gravel gradation shall be at the Contractor's discretion.

1.3.1.7 SECURITY PROVISIONS

Adequate outside security lighting shall be provided at the Contractor's temporary facilities. The Contractor shall be responsible for the security of its own facilities and equipment in accordance with Contract Section 01040.

1.3.1.8 SANITATION

- a. Sanitary Facilities: The Contractor shall be responsible for maintaining such facilities at no expense to the Government.
- b. Trash Disposal: The Contractor shall be responsible for collection and disposal of trash from the work areas and from the mobilization area. General construction debris and demolition debris shall be collected and transported by the Contractor to a location designated by the Government. Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Loose debris capable of being windblown, shall be immediately placed in sealed or covered containers to prevent it from being blown onto taxiways or runways. Any dirt or soil that is tracked onto paved or surfaced roadways shall be cleaned daily. Materials resulting from demolition activities that are salvageable shall be stored within the fenced area described above. Stored material not indoors, whether new or salvaged, shall be neatly stacked when stored.

1.3.1.9 TELEPHONE

The Contractor shall make arrangements to install and pay all costs for telephone facilities desired.

1.3.1.10 RESTORATION OF STORAGE AREA

Upon completion of the project and after removal of mobilization facilities, trailers, materials, and equipment from within the fenced area, the fence shall be removed and will become the property of the Contractor. Areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition. Gravel used to traverse unpaved areas shall be removed and all such areas restored to their original conditions.

1.3.2 PROTECTION AND MAINTENANCE OF TRAFFIC

During construction the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the Host Nation and base authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with base traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

1.3.2.1 USE OF EXISTING ROADS AS HAUL ROUTES

The Contractor shall be responsible for coordinating with the base authorities for use of any existing roads as haul routes. Construction, and routing of new haul roads, and/or upgrading of existing roads to carry anticipated construction traffic shall be coordinated with the Base authorities and is the sole responsibility of the Contractor.

1.3.2.2 EMPLOYEE PARKING

The Contractor's employees may be allowed parking on the military installation. The Contractor is responsible for transporting workers (local nationals) from off post to the worksite, coordinating security identification screening, and cooperating in gate searches with the base authorities. The government reserves the right to terminate any and all contractor parking at any time.

1.3.3 TEMPORARY PROJECT SAFETY FENCING AND BARRICADES

The Contractor shall impose all measures necessary to limit public access to hazardous areas and to ensure the restriction of workers to the immediate area of the construction and mobilization site. The Contracting Officer may require in writing that the Contractor remove from the work any employee found to be in violation of this requirement.

1.3.3.1 BARRICADES

Barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night. Travel to and from the project site shall be restricted to a route approved by the Contracting Officer.

1.3.4 HOST NATION AUTHORIZATIONS, PERMITS AND LICENSES

It shall be the Contractor's responsibility to obtain such local authorizations, permits and licenses necessary to establish his quarry operations, batching operations and haul routes (See Special Clause entitled: COMPLIANCE WITH HOST COUNTRY RULES AND CUSTOMS).

1.4 RESPONSIBILITY FOR PHYSICAL SECURITY

Prior to mobilization, the Contractor shall submit his proposed means of providing project security to meet the requirements of Contract Section 01040 and prevent unauthorized access to equipment, facilities, materials and documents, and to safeguard them against sabotage, damage, and theft. The Contractor shall be responsible for physical security of all materials, supplies, and equipment of every description, including property which may be Government-furnished or owned, for all areas occupied jointly by the Contractor and the Government, as well as for all work performed.

1.5 DUST CONTROL

The Contractor shall be required to control objectionable dust in the work areas, access roadways, and haul roads by means of controlled vehicle speeds or dust palliatives. Vehicles transporting sand, cement, gravel or other materials creating a dust problem shall be covered, as directed by the Contracting Officer, or in accordance with local Laws, codes, and regulations.

1.6 DIGGING PERMITS

1.6.1 REQUIREMENTS FOR DIGGING PERMITS

Prior to the start of any work activity that requires excavation within the current base, the Contractor shall obtain a digging permit.

1.6.2 REQUESTS FOR DIGGING PERMITS

Requests for Digging Permits shall be submitted to Contracting Officer a minimum of seven (7) days prior to the start of the work activity covered by the permit. The request for a Digging Permit shall include a narrative description of the work to be performed and a detailed map of the area of the excavation clearly marking the location of all known utilities or other obstructions. If the work activity covered by the Digging Permit request also requires a utility outage, a separate request for the outage shall be submitted in accordance with the paragraph entitled CONNECTIONS TO EXISTING UTILITIES.

1.6.3 PREPARATION OF REQUESTS FOR DIGGING PERMITS

Prior to submitting a request for a Digging Permit, the Contractor shall carefully review the area to be excavated to determine the location of existing utilities and other obstructions. The Contractor will review available drawings and will conduct a visual inspection of the site. The Contractor will utilize underground utility detecting devices such as metal and cable detectors to determine the location of existing utilities. All utility lines found shall be clearly flagged or marked and the location of the utility shall be shown on the drawing to be submitted with the

request for Digging Permit.

1.6.4 EXISTING UNDERGROUND UTILITIES

The Contractor shall exercise utmost care in researching locations of existing utilities and reducing damage to existing utilities. Any utilities damaged by the Contractor shall be promptly repaired by the Contractor. The Contracting Officer will review and approve any proposed repairs. Any damage to existing utilities will be immediately reported to the Contracting Officer and the Base Commander.

1.7 CONNECTIONS TO EXISTING UTILITIES

1.7.1 GENERAL

Any outage involving disruption of electrical service beyond the site area shall be requested in writing at least ten (10) days in advance of the date requested for the commencement of the outage. The Contractor shall provide a request, detailing the type of outage needed (water, sewer, electrical, steam, etc.), the time needed to perform the work, the reason for the outage, and the known affected facilities. The Contracting Officer shall be contacted prior to the outage to confirm the time and date. If the Contractor fails to initiate work at the approved time, the Contracting Officer may cancel the approved outage and may direct the Contractor to resubmit a new request. No part of the time lost due to the Contractor's failure to properly schedule an outage shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

1.7.1.1 PERFORMANCE OF WORK DURING NON-STANDARD HOURS

To minimize outage impact to the mission of the installation, all outages shall be scheduled on weekends or from 2100 – 0530 hours on duty days and/or as directed by Contracting Officer Representative (COR). The period proposed for performance of the outage shall include sufficient contingencies to preclude impact to the peak working hours 0530 – 1800 hours during the workweek.

1.7.1.2 EXTERIOR NIGHT LIGHTING

Exterior night lighting shall be provided in conformance with EM-385-1-1 entitled Safety and Health Requirements Manual.

1.7.2 EXISTING UNDERGROUND UTILITIES

The Contractor is provided notice that existing utilities may be present in the construction area. The Contractor shall exercise the utmost care in researching locations of existing utility lines by implementing control measures to eliminate, or reduce to a level acceptable to the Contracting Officer, the chance of damaging or destroying existing utilities.

1.7.2.1 USE OF UNDERGROUND UTILITY DETECTING DEVICE

Prior to any excavation, a metal and/or cable-detecting device shall be used along the route of the

excavation. All underground utilities discovered by this method will be flagged a minimum distance of one-half (1/2) meter on each side of the location.

1.7.2.2 HAND EXCAVATION

Hand excavation methods and special supervisory care shall be used between any flagged markers, in areas of known or suspected hazards, and in areas known or suspected to have multiple and/or concentrated utility lines or connections.

1.7.3 REPAIR OF DAMAGED UTILITIES

The Contractor shall be responsible to repair any utilities damaged by him. The method of repair and schedule for performance of the repair shall be coordinated with, and subject to the approval of, the Contracting Officer. The repair work and any temporary work required to keep the system operational while repairs are being completed, shall be performed at no cost to the Government.

1.8 WATER

The Contractor shall install and maintain necessary supply connections and piping for same, but only at such locations and in such manner as may be approved by the Contracting Officer. Water required for final testing, adjusting and balancing of HVAC systems will be furnished by the Government. Before final acceptance of systems, or facilities, all temporary connections and piping installed by the Contractor shall be removed at his expense in a manner satisfactory to the Contracting Officer.

1.9 ELECTRICITY (CONTRACTOR PROVIDED)

Electrical service is not available for use under this contract; therefore all electric current required by the Contractor shall be the responsibility of the Contractor, furnished at his own expense. The Contractor shall provide diesel generators to meet his demand requirements. Electricity required for final testing systems will be furnished by the Government. [The Government will provide permanent high voltage electricity to a point indicated by the Contracting Officer for use by the Contractor in the performance of final testing of systems.] The means of doing so, such as by temporary distribution systems, shall be the responsibility of the Contractor. All temporary connections for electricity shall be subject to the approval of the Contracting Officer and shall comply with Corps of Engineers manual EM 385-1-1 entitled Safety and Health Requirements Manual. All temporary lines shall be furnished, installed, connected and maintained by the Contractor in a workmanlike manner satisfactory to the Contracting Officer. Before final acceptance of systems, or facilities, all temporary connections installed by the Contractor shall be removed at his expense in a manner satisfactory to the Contracting Officer.

1.10 WORK OUTSIDE REGULAR HOURS

If the Contractor desires to carry on work outside regular base duty hours, or on holidays, including the following U.S. holidays: New Year's Day, Martin Luther King Jr Birthday,

President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving and Christmas. the Contractor shall submit an application to the Contracting Officer. Due to reliance upon local national laborers and time off due to local observances, there may be disruptions. Potentials dates are the following local observances: National Islamic Holiday of Ashura, Ramadan (actual date varies – check with local authorities). The Contractor shall allow ample time to enable satisfactory arrangements to be made by the Government for inspecting the work in progress. At night, exterior lighting shall be provided in conformance with EM-385-1-1 entitled "Safety and Health Requirements Manual".

1.11 SCHEDULING OF WORK IN EXISTING FACILITIES

As soon as practicable, but in any event not later than thirty (30) calendar days after award of this contract, the Contractor shall meet in conference with the Contracting Officer, or his duly authorized representatives, to discuss and develop mutual understanding relative to the scheduling of work in and access to the existing facilities where work has to be performed under this contract, so that the Contractor's proposed construction schedule is coordinated with the operating and security requirements of the installation.

1.12 SPECIAL FACILITIES AND SERVICES TO BE FURNISHED BY THE CONTRACTOR

The Contractor shall furnish the facilities and services listed in this clause for Corps of Engineers personnel and other persons as designated by the Contracting Officer. All facilities, furnishings, materials, and equipment shall be new when furnished at the site. The Contractor shall fully maintain and repair all facilities, furnishings and equipment listed below. .

1.13 PREPARATION OF AS-BUILT DRAWINGS (CONTRACTOR)

1.13.1 AS-BUILT DRAWING SUBMITTALS

- a. Government approval is required for As-Built drawings as below in accordance with Section 01335, SUBMITTAL PROCEDURES.
- b. Drawings showing final as-built conditions of the project. The local language of Afghanistan shall be added to project As-Built drawings. The final CADD as-built drawings shall consist of **two sets** of electronic CADD drawing files in the specified format, and **one half-size and two full-size paper copies** of the approved as-built drawings.

1.13.2 AS-BUILT DRAWINGS

This paragraph covers as-built drawings complete, as a requirement of the contract. The terms "drawings," "contract drawings," "drawing files," "working as-built drawings" and "final as-built drawings" refer to contract drawings which are revised to be used for final as-built drawings.

1.13.2.1 GOVERNMENT FURNISHED MATERIALS

One set of electronic CADD files in the specified software and format revised to reflect all bid amendments will be provided by the Government at the preconstruction conference for projects requiring CADD file as-built drawings.

1.13.2.2 WORKING AS-BUILT AND FINAL AS-BUILT DRAWINGS

- a. The Contractor shall revise 2 sets of paper drawings by red-line process to show the as-built conditions during the prosecution of the project. These working as-built marked drawings shall be kept current on a weekly basis and at least one set shall be available on the jobsite at all times. Changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by means of details and notes. Final as-built drawings shall be prepared after the completion of each definable feature of work as listed in the Contractor Quality Control Plan (Foundations, Utilities, Structural Steel, etc., as appropriate for the project). The working as-built marked prints and final as-built drawings will be jointly reviewed for accuracy and completeness by the Contracting Officer and the Contractor prior to submission of each monthly pay estimate. If the Contractor fails to maintain the working and final as-built drawings as specified herein, the Contracting Officer will deduct from the monthly progress payment an amount representing the estimated cost of maintaining the as-built drawings. This monthly deduction will continue until an agreement can be reached between the Contracting Officer and the Contractor regarding the accuracy and completeness of updated drawings. The working and final as-built drawings shall show, but shall not be limited to, the following information:
 - b. The actual location, kinds and sizes of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the as-built drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valves, splice boxes and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded.
 - c. The location and dimensions of any changes within the building structure.
 - d. Correct grade, elevations, cross section, or alignment of roads, earthwork, structures or utilities if any changes were made from contract plans.
 - e. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor; including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.
 - f. The topography, invert elevations and grades of drainage installed or affected as part of the project construction.
 - g. Changes or modifications which result from the final inspection.
 - h. Where contract drawings or specifications present options, only the option selected for construction shall be shown on the final as-built prints.
 - i. If borrow material for this project is from sources on Government property, or if Government property is used as a spoil area, the Contractor shall furnish a contour map of the final borrow pit/spoil area elevations.
 - j. Systems designed or enhanced by the Contractor, such as HVAC controls, fire alarm, fire sprinkler, and irrigation systems.
- k. Modifications (change order price shall include the Contractor's cost to change working and final as-built drawings to reflect modifications) and compliance with the following procedures.

1. Directions in the modification for posting descriptive changes shall be followed.
2. A Modification Circle shall be placed at the location of each deletion.
3. For new details or sections which are added to a drawing, a Modification Circle shall be placed by the detail or section title.
4. For minor changes, a Modification Circle shall be placed by the area changed on the drawing (each location).
5. For major changes to a drawing, a Modification Circle shall be placed by the title of the affected plan, section, or detail at each location.
6. For changes to schedules or drawings, a Modification Circle shall be placed either by the schedule heading or by the change in the schedule.
7. The Modification Circle size shall be 12.7 mm 1/2 inch diameter unless the area where the circle is to be placed is crowded. Smaller size circle shall be used for crowded areas.

1.13.3 DRAWING PREPARATION

The as-built drawings shall be modified as may be necessary to correctly show the features of the project as it has been constructed by bringing the contract set into agreement with approved working as-built prints, and adding such additional drawings as may be necessary. These working as-built marked prints shall be neat, legible and accurate. These drawings are part of the permanent records of this project and shall be returned to the Contracting Officer after approval by the Government. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at no expense to the Government.

1.13.4 COMPUTER AIDED DESIGN AND DRAFTING (CADD) DRAWINGS

- a. Only personnel proficient in the preparation of CADD drawings shall be employed to modify the contract drawings or prepare additional new drawings. Additions and corrections to the contract drawings shall be equal in quality and detail to that of the originals. Line colors, line weights, lettering, layering conventions, and symbols shall be the same as the original line colors, line weights, lettering, layering conventions, and symbols. If additional drawings are required, they shall be prepared using the specified electronic file format applying the same graphic standards specified for original drawings. The title block and drawing border to be used for any new final as-built drawings shall be identical to that used on the contract drawings. Additions and corrections to the contract drawings shall be accomplished using CADD files. The Contractor will be furnished "as-designed" drawings in AutoCAD Release 2007 or Microstation V8 format compatible with a Windows XP operating system. The electronic files will be supplied on compact disc, read-only memory (CD-ROM). The Contractor shall be responsible for providing all program files and hardware necessary to prepare final as-built drawings.
- b. Prior to submittal of the first design submittal involving CADD drawings, the Contractor shall prepare one typical CADD drawing for the project and furnish, via ENG Form 4025, the electronic CADD drawing file for review and approval by the Contracting Officer. All Government comments involving changes to this single drawing shall be accomplished and resubmittal(s) made until the Government is satisfied that all CADD Standards are being followed and all subsequent drawings will also be in compliance with these Standards.
- c. CADD colors shall be the "base" colors of red, green, and blue. Color code for changes shall be as follows:

1. Deletions (red) - Deleted graphic items (lines) shall be colored red with red lettering in notes and leaders.
 2. Additions (Green) - Added items shall be drawn in green with green lettering in notes and leaders.
 3. Special (Blue) - Items requiring special information, coordination, or special detailing or detailing notes shall be in blue.
- d. The Contract Drawing files shall be renamed in a manner related to the contract number (i.e., 98-C-10.DGN) as instructed in the Pre-Construction conference. Marked-up changes shall be made only to those renamed files. All changes shall be made on the layer/level as the original item. There shall be no deletions of existing lines; existing lines shall be over struck in red. Additions shall be in green with line weights the same as the drawing. Special notes shall be in blue on layer#63.
 - e. When final revisions have been completed, the cover sheet drawing shall show the wording "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in letters at least 5 mm 3/16 inch high. All other contract drawings shall be marked either "As-Built" drawing denoting no revisions on the sheet or "Revised As-Built" denoting one or more revisions. Original contract drawings shall be dated in the revision block.
 - f. After Government approval of all of the working as-built drawings for a phase of work, the Contractor shall prepare the final CADD as-built drawings for that phase of work and submit two sets of full size paper copy prints of these drawings for Government review, comparison with approved red-line marked up drawings, and approval. The Government will promptly return one set of prints annotated with any necessary corrections to the CADD file(s) if corrections are required prior to approval. Within 20 days of substantial completion of all phases of work, the Contractor shall submit the final as-built drawing package for the entire project. The submittal shall consist of one set of electronic files on compact disc, read-only memory (CD-ROM), one set of full size paper prints and one set of the approved working as-built drawings. They shall be complete in all details and identical in form and function to the contract drawing files supplied by the Government. Any transactions or adjustments necessary to accomplish this is the responsibility of the Contractor. The Government reserves the right to reject any drawing files it deems incompatible with the CADD system. Upon approval by the Government of the final as-built drawing package for the entire project, the Contractor shall provide the number of as-built copies noted in Paragraph 1.1 of this Section.
 - g. Paper prints, drawing files and storage media submitted will become the property of the Government upon final approval. Failure to submit final as-built drawing files and marked prints as specified shall be cause for withholding any payment due the Contractor under this contract. Approval and acceptance of final as-built drawings shall be accomplished before final payment is made to the Contractor.

1.13.5 PAYMENT

No separate payment will be made for as-built drawings required under this contract, and all costs accrued in connection with such drawings shall be considered a subsidiary obligation of the Contractor.

1.14 CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in accordance with Section 01335 SUBMITTAL PROCEDURES FOR DESIGN/BUILD. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company involved and shall contain the name and address of the Contractor, the project name and location, description and the quantity of the items involved, and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material.

1.15 ACCIDENT PREVENTION

The Contractor shall comply with all applicable Host Country laws and with such additional measures as the Contracting Officer may find necessary in accordance with CONTRACT CLAUSE 52.236-13 entitled ACCIDENT PREVENTION (NOV1991)-ALTERNATE 1 (APR 1984). Applicable provisions of the Corps of Engineers manual entitled Safety and Health Requirements Manual EM 385-1-1 will be applied to all work under this contract. The referenced manual may be obtained from the Contracting Officer at the jobsite or from the Afghanistan Engineer District at Kabul, Afghanistan.

1.15.1 ACCIDENT PREVENTION PROGRAM

Within fifteen (15) days after award of this contract, and at least ten (10) days prior to the accident prevention pre-work conference, four (4) copies of the Accident Prevention Plan required by the CONTRACT CLAUSE 52.236-13 entitled ACCIDENT PREVENTION (NOV 1991)- ALTERNATE I shall be submitted for review by the Contracting Officer. The Contractor shall not commence physical work at the site until the Accident Prevention Plan (APP) has been reviewed and accepted by the Contracting Officer. The APP shall meet the requirements listed in Appendix "A" of EM385-1-1. The program shall include the following: TAC Form 61 " Accident Prevention Program Hazard Analysis (Activity Hazard Analysis)" fully completed and signed by an executive officer of the company in block No. 13. The Activity Hazard Analysis is a method in which those hazards likely to cause a serious injury or fatality are analyzed for each phase of operations. Corrective action is planned in advance, which will eliminate the hazards. An analysis is required for each new phase of work. On large or complex jobs the first phase may be presented in detail with the submittal of the Accident Prevention Plan rather than presenting the complete analysis. If the plan is to be presented in phases, a proposed outline for future phases must be submitted as a part of the initial Accident Prevention Plan submittal. Accident Prevention Plans will be reviewed for timeliness and adequacy at least monthly with a signature sheet signed and dated documenting that these reviews took place. Copy of company policy statement of Accident Prevention and any other guidance as required by EM 385-1-1, Appendix A.

1.15.2 GROUND FAULT CIRCUIT INTERRUPTER (GFCI) REQUIREMENT – OVERSEAS CONSTRUCTION

The Corps of Engineers Health and Safety Manual, EM 385-1-1, section 11.C.05.a. states: "The GFCI device shall be calibrated to trip within the threshold values of 5 ma +/- 1 ma as specified in Underwriters Laboratory (UL) Standard 943." A variance from USACE has been granted allowing 10 ma, in lieu of 5 ma, for overseas activities that use 220 Volts (V)/50 hertz (Hz) electrical power.

1.15.3 TEMPORARY POWER - ELECTRICAL DISTRIBUTION BOXES

EM 385-1-1 section 11.A.01.a. states, "All electrical wiring and equipment shall be a type listed by a nationally recognized testing laboratory for the specific application for which it is to be used." This includes temporary electrical distribution boxes. Locally manufactured electrical boxes will not be allowed. Only manufactured electrical distribution boxes that meet the European CE requirements, with 10 ma CE type GFCIs installed shall be allowed.

Contractors shall:

- a. Make no modifications that might void any CE or manufacturer certification.
- b. Test the installed systems to demonstrate that they operate properly and provide the 10 ma earth leakage protection.
- c. Ensure GFCIs will have an integral push-to-test function. The testing shall be performed on a regular basis.
- d. Check that proper grounding is checked regularly and flexible cords, connectors, and sockets inspected before each use.

1.16 HAZARDOUS MATERIALS

Should the Contractor encounter asbestos or other hazardous materials, during the construction period of this contract, he shall immediately stop all work activities in the area where the hazardous material is discovered. The Contractor shall then notify the Contracting Officer; identify the area of danger; and not proceed with work in that area until given approval from the Contracting Officer to continue work activities. Hazardous material is considered to be asbestos, explosive devices, toxic waste, or material hazardous to health and safety. The Contractor shall secure the area from daily traffic until it is safe to resume normal activities.

1.17 SPARE PARTS

1.17.1 GENERAL

The requirements of this clause are in addition to any requirements for the provision of specific spare parts to be provided by the Contractor included in Technical Provisions. The Contractor shall furnish spare parts as directed by the Contracting Officer under the provisions of this clause for all equipment for which O&M data is to be provided under Clause OPERATION AND MAINTENANCE (O&M) DATA of this contract. The term "spare parts" as used herein shall include spare parts, special tools and test equipment.

1.17.2 SELECTION OF SPARE PARTS TO BE FURNISHED

The Contractor shall provide master parts lists, recommended spare parts lists and lists of special tools and test equipment as a part of the equipment O&M data required by Clause OPERATION AND MAINTENANCE (O&M) DATA. The master parts list shall include the supplier's price for each part. After review of the lists, the Contracting Officer will select spare parts and furnish written direction to the Contractor indicating quantities and types of spare parts to be furnished by the Contractor. Written directions for spare parts orders may be provided on an incremental basis as reviews of O&M data submitted by the Contractor are completed but will not necessarily be issued in the sequence in which the Contractor submitted the equipment O&M data.

1.17.3 PROCUREMENT AND DELIVERY OF SPARE PARTS

The Contractor shall procure and be responsible for delivery, receipt, handling, placing in storage, inventory, and turnover to the Contracting Officer all spare parts selected by the Contracting Officer. In addition to the recommended spare parts list required in paragraph SELECTION OF SPARE PARTS TO BE FURNISHED above, the Contractor is responsible to have one (1) year supply of manufacturer's recommended spare parts on site ready to turn over to the Contracting Officer at the time of acceptance of the facility.

1.17.3.1 SHIPMENT AND DELIVERY

The Contractor shall be responsible for the shipment and delivery of spare parts to the location on or near the site in Afghanistan as selected by the Contracting Officer. The Contractor shall provide all manpower and equipment required to receive and place into designated storage areas all spare parts purchased under this clause. The Contractor shall give the Contracting Officer thirty (30) calendar days notice of arrival at the site of the first shipment.

1.17.3.2 TURNOVER OF SPARE PARTS

The Contractor shall notify the Contracting Officer seventy-two (72) hours prior to delivery of spare parts to the designated storage area. The Contractor and the Contracting Officer will perform a joint inventory of the spare parts and the spare parts will be turned over to the Contracting Officer. Spare parts purchased under this clause shall not be used by the Contractor.

1.17.3.3 PARTS AND PACKAGE IDENTIFICATION

Prior to shipment from point of purchase, each spare part shall be tagged or otherwise marked or labeled. Such labeling may be placed or affixed to the container, box or packaging in which spare parts are located when it is not feasible to place or affix such labeling directly on each spare part. Tags or labels shall include, but not necessarily be limited to; part number, description, parent equipment name and number location, project and/or other data as directed by the Contracting Officer.

1.17.3.4 PRESERVATION AND PACKAGING INSTRUCTION

- a. Items ordered under this contract shall be preserved and packed for a minimum of three (3) years shelf life storage. All items shall be individually packaged except when the

manufacturer specifies that the items are to be used in sets. Appropriate identification labels must be affixed to the items protective box or package. After the spare parts are packaged, the manufacturer shall weigh the spare parts and packaging and place the weight and size of the packaged container on the label with other information as outlined herein. Each item, not normally identified with manufacturer's name and part number, shall have an appropriate label affixed to it with manufacturer's name and part number.

- b. Machined spare parts shall be lubricated or coated in order to withstand extensive periods of storage in a highly corrosive atmosphere.
- c. Large items (greater than 22.7 kg (50 lbs.), or larger than 0.03 CM (one cubic foot) shall be packaged in waterproof wooden boxes and properly braced. Cushioning shall be used to prevent damage to the item and to the packaging material.
- d. Solid state components, such as diodes, transistors, integrated circuits or equipment consisting of such parts that can be damaged as a result of static electricity and other stray electro-magnetic fields shall be packaged in heat-sealed, aluminum foil, laminated, flexible packages.
- e. All other spare parts shall be packaged in heat sealed plastic bags or wrap. Delicate and more fragile items such as test equipment shall be cushioned or wrapped with transparent bubble wrap material prior to being inserted into the plastic package.

1.17.4 WARRANTY

All spare parts provided by the Contractor under this clause are subject to the general warranty clauses of this contract.

1.17.5 PAYMENTS FOR SPARE PARTS

Payments for spare parts ordered under the paragraph entitled "Selection of Spare Parts To Be Furnished" will be made under the work item of the Work Breakdown Sheet entitled "Spare Parts". Payments for spare parts specifically required elsewhere in this contract shall be considered as part of those equipment costs and shall be included in other payment items as appropriate. Payments for spare parts ordered under this clause shall be based on the invoice price (FOB supplier) plus certified invoice price of surface shipment to the site in Afghanistan. The invoice price (FOB supplier) shall include the separately listed cost for preservation and packaging by the manufacturer as specified herein. The Contractor shall provide invoices and any additional backup, which may be required to demonstrate that the invoices presented represent the cost of spare parts, preservation and packaging, and cost of surface shipment to the site. Payment for handling, delivery, inventory, turnover, customs, overhead or profit shall not be paid or allowed under this Contract Provision, and shall be included in the cost for installation of this equipment under the other appropriate payment items of this contract. Price increases over prices furnished under paragraph SELECTION OF SPARE PARTS TO BE FURNISHED shall be fully substantiated. Payment for spare parts will be made after the spare parts have been accepted at the site by the Contracting Officer. If the total payments under the work item entitled "Spare Parts" does not reduce the balance of this work item to zero, the remaining balance will be deducted from the final contract amount. If orders exceed the work item entitled "Spare Parts", a modification for equitable adjustment will be issued in accordance with Contract Clause 52.243-4 entitled CHANGES. Payments for spare parts ordered under this clause shall constitute full payment for all cost of the spare parts and associated cost of preservation and packaging, and

cost of surface shipment to the site. Other ancillary costs shall be included by the Contractor under the other appropriate work items of this contract and no additional cost except as provided herein will be allowed.

1.18 OPERATION AND MAINTENANCE (O&M) DATA

1.18.1 GENERAL

The requirements contained herein are in addition to all shop drawings submission requirements stated in other sections of the specifications. The Contractor shall include the provisions for all items required under this clause in all purchase orders and sub-contract agreements. Submittals required hereinafter will not relieve the Contractor of any responsibilities under the Warranty of Construction Provisions of this contract or under the various Guarantee Clauses of the Technical Provisions.

1.18.2 SUBMITTALS

The Contractor shall submit all items requiring submission of O&M data under this and other sections of these specifications in accordance with Section 01335 SUBMITTAL PROCEDURES FOR DESIGN/BUILD of the specifications.

1.18.3 OPERATION AND MAINTENANCE (O&M) DATA

The Contractor shall furnish operation and maintenance manuals for all facilities constructed under this contract. The manuals shall be loose leaf, indexed and shall consist of manufacturer's brochures, manufacturer's operation and maintenance manuals, service and repair manuals, catalogs, service bulletins, instruction charts, diagrams, other information as necessary to support the operation and maintenance of the end items of equipment, assemblies and systems. Each type of facility (housing, barracks, mosque, etc.) shall be covered by a separate manual (or manuals) consisting of all data pertaining to the equipment and/or systems within that facility. Identical equipment within a single major system shall require only one submittal of data. The Contractor shall furnish all O&M manuals to the Contracting Officer not less than thirty (30) calendar days prior to contract completion. Required number of submittals (number of sets) shall be as specified in Section 01335 SUBMITTAL PROCEDURES FOR DESIGN/BUILD.

1.18.4 RECOMMENDED SPARE PARTS LIST

The Contractor shall furnish a recommended spare parts list containing equipment manufacturers' recommendations for five (5) years; two (2) years and one (1) year spare parts stock levels in Afghanistan. Current unit price and effective date, lead time, shelf life for each individual part, and total cost of all recommended parts shall be furnished.

1.18.5 SUPPLEMENTAL SUBMITTALS OF DATA

After initial submittal of O&M manuals and until final acceptance of all equipment, the Contractor shall prepare and deliver to the Contracting Officer supplemental technical data as previously described for all changes, modifications, revisions and substitutions to equipment and components. For equipment or systems introduced into the contract under change order, or

modified by change order, supplemental data shall be furnished within forty-five (45) calendar days after issuance of the change order. The supplemental data furnished shall be properly prepared and identified for insertion into the O&M manuals.

1.18.6 FRAMED INSTRUCTIONS FOR SYSTEMS

Approved wiring and control diagrams showing the complete layout of the entire system, including equipment, piping, valves and control sequence, framed under glass or in approved laminated plastic, shall be posted, where applicable, in all mechanical equipment rooms. In addition, detailed operating instructions explaining safe starting and stopping procedures for all systems shall be prepared in typed form along with the inspections required to insure normal safe operations. The instructions shall be framed as specified above for the wiring and control diagrams and posted beside the diagram. Proposed diagrams, instructions, and other sheets shall be submitted for approval prior to posting. Operating instructions shall be posted before acceptance testing of the systems and verified during acceptance testing.

1.18.7 ADDITIONAL SUBMITTALS/RE-SUBMITTALS

The Contracting Officer reserves the right to determine whether the above specified information, as furnished by the Contractor, is adequate and complete and to require such additional submittals by the Contractor as necessary to insure that adequate information has been furnished to provide the satisfactory operation and maintenance of the various items of equipment and to fulfill the intent of the specifications. Additional submittals or resubmittals supplementing incorrect or incomplete data shall be made within thirty (30) calendar days after receiving notice by the Contracting Officer. All costs arising from these resubmissions shall be borne by the Contractor.

1.19 INSTRUCTIONS AND TRAINING FOR OPERATION AND MAINTENANCE

1.19.1 GENERAL

The Contractor shall be responsible for the instruction and training of operating and maintenance personnel as specified below and in the Technical Provisions of the specifications. Unless otherwise indicated in the Technical Provisions, operating and maintenance instructions shall be given for a minimum period as follows:

Title	Duration of Training
Mechanical Systems	10 Days
Electrical Systems	10 Days

1.19.2 OPERATION AND MAINTENANCE TRAINING

The Contractor shall provide competent instructors for training of personnel designated by the Contracting Officer to operate mechanical and electrical building systems and equipment, perform the required preventive maintenance to minimize breakdown, and to perform necessary repairs when malfunction or breakdown of equipment occurs. Such training shall consist of classroom and on-the-equipment training for the period specified, which shall be completed prior

to acceptance of a system or equipment, as applicable. The instructor(s) shall have no other duties during the period of training. Classroom instruction shall not exceed fifty percent (50%) of the total training time, with the balance devoted to on-the-equipment demonstration and familiarization. Emphasis will be given to both electrical and mechanical features, in accordance with approved training plans.

1.19.3 ARRANGEMENTS

The training shall be for not less than the periods of time specified, five (5) days per week, and eight (8) hours per day, subject to review and approval by the Contracting Officer. Each individual training session shall be presented one time only, shall be video taped in a television system compatible with the local area, and be scheduled in a manner acceptable to the Contracting Officer. At the completion of training, the videotapes shall become the property of the Government. In addition to the Contractor's requirements to video tape each training section, the Government reserves the right to record, in any manner, the subject training material, or training sessions given by the Contractor, without additional cost to the Government.

Recordings obtained will be used in future training by the Government. The operating and maintenance manual data, as specified to be furnished in these Special Clauses, shall be used as the base material for training.

1.19.4 SCHEDULING

The Contractor shall contact the Contracting Officer for the purpose of preliminary planning, scheduling, and coordination of training, to maximize effectiveness of the training program for available operating and maintenance personnel. The Contractor shall initiate and make arrangements for such contact within thirty (30) calendar days after receipt of notification of award of contract; and shall include all significant times in scheduling and completing training in his PROJECT SCHEDULE. The Contractor shall provide a draft outline of training outline in sufficient detail to provide a broad indication of the type of scope of training to be given. It shall include but not be limited to; (a) a list of subjects to be presented; (b) estimated amounts of classroom and on-the-equipment instruction for each subject; (c) a list of minimum qualifications for instructors; and (d) discussions concerning the types and amounts of visual aids, reference materials, tools and test equipment, mock-up and other training materials that will be employed during training.

1.19.5 PRELIMINARY PLAN

The Contractor shall submit seven (7) copies of an outline of his proposed training plan to the Contracting Officer for review and approval not later than 60 calendar days after award of this contract. The plan will be reviewed and coordinated with the content of the O&M manuals.

1.19.6 PLAN

The Contractor shall submit seven (7) copies of his proposed training plan to the Contracting Officer for approval not later than ninety (90) calendar days prior to start of any training. The plan shall include the following; (a) a weekly outline showing overall form and design of training presentation; (b) a day-by-day schedule showing time intervals, the major and

subordinate subjects to be covered in each, the name of the instructor(s) and qualification summary of each, and identification of related handouts; (c) summary of the number of hours of classroom and on-the-equipment training; (d) a list of reference materials to be provided by the Contractor to the trainees; and (e) a list and description of the training materials to be used, such as text, visual aids, mock-up, tools, etc. The Contractor shall be responsible for furnishing all training materials except the following: The Government will provide space, chairs, and tables for classroom training, and three (3) sets of the five (5) sets of O&M Manuals required by the Contractor per Section 01335 SUBMITTAL PROCEDURES FOR DESIGN/BUILD of the specifications. Provision of these manuals is solely for reference purposes, and in no way relieves the Contractor from providing all instruction and materials necessary for training personnel designated by the Government. All costs for resubmission of training plans, training materials, etc., as requested by the Contracting Officer shall be borne by the Contractor. Resubmittals shall be made within twenty (20) days of notice from the Contracting Officer.

1.19.7 ATTENDANCE ROSTER/TAC FORM 356

The Contractor shall develop an attendance roster or a similar document indicating each student's attendance, prior to the start of each class, subject and/or topic. This includes both "Hands-On" and classroom training. It is strongly recommended that each student trained be required to sign this document at the beginning of each class day for each and every class, subject and/or topic taught on that day. The Contractor's failure to have student attendance verified in writing may be cause for the Government to order the Contractor to repeat schooling where evidence of attendance cannot be verified. No part of the time lost due to such repeat instruction shall be made the subject of claim for extension of time or for excess costs or damage by the Contractor. Within ten (10) working days after completion of Operation and Maintenance Training conducted in accordance with this clause and/or applicable Technical Provision section, the Contractor shall complete and submit TAC Form 356 "Operation and Maintenance Training Validation Certificate". The attendance roster shall be included as an attachment to TAC Form 356.

1.20 CONTRACTOR FURNISHED EQUIPMENT LISTS

The Contractor shall furnish a list of all items, other than integral construction type items, furnished under the contract. Items such as furniture, drapes, rugs, vehicles, office machines, appliances, etc., shall fall under this category. The Contractor's list shall describe the item; give the unit price and total quantities of each. Model and serial numbers for equipment shall be provided when applicable. The Contractor shall keep an up-to-date register of all covered items and make this information available to the Contracting Officer at all times. Prior to acceptance, the Contractor shall submit the complete register to the Contracting Officer.

1.21 TIME EXTENSIONS

1.21.1 GENERAL

This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Contract Clause 52.249-10 entitled DEFAULT (FIXED-PRICE CONSTRUCTION) APR 1984. The listing below defines the anticipated monthly unusually

severe weather for the contract period and is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the geographic location of the project. The schedule of anticipated unusually severe weather will constitute the baseline for determining monthly weather time evaluations. Upon award of this contract and continuing throughout the contract each month, actual unusually severe weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the monthly anticipated unusually severe weather in the schedule below. The term "actual unusually severe weather days" shall include days actually impacted by unusually severe weather. The Contractor's schedule must reflect the anticipated unusually severe weather days on all weather dependent activities.

Kabul Province - Kabul

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
22	18	11	10	7	1	2	1	1	3	16	22	114

Logar Province - Pul-i-Alam

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
21	19	10	2	1	0	0	0	1	8	16	20	98

Parwan Province - Bagram

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
19	13	7	4	3	2	0	0	0	2	8	19	77

Kunar Province - Asadabad

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
7	8	10	8	5	3	4	6	4	2	3	5	65

Laghman Province - Mihterlam

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
7	4	2	1	1	1	1	1	1	0	1	5	25

Nangahar Province - Jalalabad

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
3	1	1	4	0	0	1	2	1	1	1	2	17

Badakhshan Province - Feyzabad

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
16	16	1	1	0	0	0	0	0	0	3	12	49

Baghlan Province - Pol-e-Khumri

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

17	9	2	3	1	0	0	0	0	0	1	6	14	53
----	---	---	---	---	---	---	---	---	---	---	---	----	----

Kunduz Province - Kunduz

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
14	9	8	8	4	1	1	0	0	0	5	12	62

Balkh Province- Mazir-e-Sharif

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
12	8	1	0	0	0	0	0	0	1	3	8	33

Jowzjan Province - Sheberghan

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
13	8	7	5	1	0	0	0	0	1	5	8	48

Ghazni Province - Ghazni

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
22	20	15	8	5	1	3	0	0	6	17	20	117

Khost Province - Khost

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
15	7	2	1	1	1	4	1	2	1	4	13	52

Paktia Province - Gardez

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
22	19	13	2	1	0	0	0	0	5	17	21	100

Paktika Province - Sharana

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
21	16	3	0	0	0	0	0	0	0	6	19	65

Kandahar Province - Kandahar

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
14	7	4	6	1	0	1	1	0	1	6	12	53

Nimroz Province - Zaranj

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
13	6	1	1	0	0	0	0	0	1	4	9	35

Oruzgan Province - Tarin Kowt

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	--

12	3	0	0	0	0	0	0	0	0	0	1	6	22
----	---	---	---	---	---	---	---	---	---	---	---	---	----

Zabul Province - Qalat

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
19	11	3	0	0	0	0	0	0	1	5	12	51	

Badghis Province - Qal-i-Naw

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
18	12	5	3	1	0	0	0	0	4	7	12	62	

Bamiyan Province - Bamiyan

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
21	19	13	3	1	0	0	0	1	9	19	21	107	

Farah Province - Farah

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
11	5	3	3	1	0	0	0	0	1	4	12	40	

Herat Province - Herat

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
15	11	6	6	1	0	0	0	0	2	9	15	65	

1.21.2 TIME EXTENSIONS

The number of actual unusually severe weather days shall be calculated chronologically from the first to the last day in each month. Unusually severe weather days must prevent work for fifty percent (50%) or more of the Contractor's workday and delay work critical to the timely completion of the project. If the number of actual unusually severe weather days exceeds the number of days anticipated in the paragraph above, the Contracting Officer will determine whether the Contractor is entitled to a time extension. The Contracting Officer will convert any qualifying delays to calendar days and issue a modification in accordance with the Contract Clause 52.249-10 entitled DEFAULT (FIXED-PRICE CONSTRUCTION) APR 1984.

1.21.3 OTHER DELAYS

Construction delays due to full or partial base closures due to incidents such as demonstrations, civil unrest and outright attacks will be examined on an individual basis for consideration of time extensions.

1.22 STANDARDIZATION

Where two or more items of the same type or class of product, system or equipment furnished in this project are required, the units shall be products of the same manufacturer and shall be interchangeable when of the same size, capacity, performance characteristics, and rating. The

only exception to this requirement is where the items are interchangeable due to conformance with industry standards (valves, fittings, etc.); they need not be by the same manufacturer. This requirement applies to all manufactured items in the project that normally require repair or replacement during the life of the equipment.

1.23 COMPLIANCE WITH HOST COUNTRY RULES AND CUSTOMS

The laws of Host Country may prohibit access to certain areas of the country that are under military control. The Contractor shall furnish the Contracting Officer the names of personnel, type, and amounts of equipment, dates and length of time required at the site, and the purpose of entering the host country. It is understood that areas to which rights of entry are provided by the Host Government are to be used only for work carried out under the contract and no destruction or damages shall be caused, except through normal usage, without concurrence of the Host Government.

1.23.1 CONTRACTOR'S RESPONSIBILITIES

The following items are the sole responsibility of the Contractor to investigate, estimate as to cost, and assume the risk, as normally encountered by Contractors. The Contractor shall be responsible for determining the effect of the following on his own cost of performance of the contract and for including sufficient amount in the contract price:

- a. Official language and type of accounts required to satisfy the officials of the Local Government.
- b. Entry and exit visas, residence permits, and residence laws applicable to aliens. This includes any special requirements of the Host Government, including those required by local Labor Offices, which the Contractor may have to fulfill before an application for a regular block of visas will be accepted.
- c. Passports, health and immunization certificates, and quarantine clearance.
- d. Compliance with local labor and insurance laws, including payment of employer's share of contribution, collecting balance from employee and paying into insurance funds.
- e. Strikes, demonstrations and work stoppage.
- f. Collection through withholding and payment to local Government, of any Host Country income tax on employees subject to tax.
- g. Arranging to perform work in the Host Country, to import personnel, to employ non-indigenous labor, to receive payments and to remove such funds from the country.
- h. Operating under local laws, practices, customs and controls, and with local unions, in connection with hiring and firing, mandatory wage scales, vacation pay, severance pay, overtime, holiday pay, 7th day of rest, legal notice or pay in lieu thereof for dismissal of employees, slowdown and curtailed schedules during religious holidays and ratio of local labor employed in comparison to others.
- i. Possibility of claims in local bureaus, litigation in local courts, or attachment of local bank accounts.
- j. Compliance with workmen's compensation laws and contributions into funds. Provisions of necessary medical service for Contractor employees.
- k. Special license required by the local Government for setting up and operating any manufacturing plant in the Host Country, e.g. concrete batching, precast concrete, concrete blocks, etc.

- l. Sales within the host country of Contractor-owned materials, and equipment.
- m. Special licenses for physicians, mechanics, tradesmen, drivers, etc.
- n. Identification and/or registration with local police of imported personnel.
- o. Stamp tax on documents, payments and payrolls.
- p. Base passes for permanent staff, day laborers, motor vehicles, etc.
- q. Compliance with all customs and import rules, regulations and restrictions, including, but not limited to, local purchase requirements.

1.24 EMPLOYEE ACCESS TO PROJECT SITE

1.24.1 EMPLOYEE IDENTIFICATION

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work, to display identification as approved and directed by the Contracting Officer. Prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of any employee. When required, the Contractor shall obtain and provide fingerprints of persons employed on the project. Contractor and subcontractor personnel shall wear identifying markings on hard hats clearly identifying the company for whom the employee works.

1.24.1.1 PREPARATION OF IDENTIFICATION BADGES

The Contractor shall be required to prepare a written application inclusive color photographs and provide all materials and labor necessary to prepare an identification badge, laminated in plastic, containing the employee's name, badge number, color photo, height and weight, the name of the Contractor's organization and for requiring each employee engaged on the work to display this identification as directed by the Contracting Officer. The Contractor shall submit each application and draft badge through the Contracting Officer to the Base Security Office. A minimum of thirty-five workdays shall be allowed for Government review and certification of badges. The Base Security Office will certify each draft badge by signature, stamp, seal or any combination thereof. Upon certification by the Base Security Office, the badges will be returned to the Contractor for final preparation, lamination, and issuance. Badges shall not be taken out of country during periods of travel or absence. During such periods, the Contractor may be permitted to issue temporary identification badges.

1.24.1.2 EMPLOYEE BACKGROUND AND HISTORICAL INFORMATION

The Contractor shall be required to prepare and maintain personal background and historical information forms on each employee. These forms may be reviewed by the Base Security Office. The required information shall include but not necessarily be limited to the following:

- a. Full name.
- b. Place and date of birth.
- c. Three (3) current color photographs.
- d. Copy of Citizenship/Nationality identification.
- e. Copy of Passport.
- f. Copy of drivers license.
- g. Police Background Check.

- h. Work History.
- i. Personal background information.
- j. Copy of Work Permit and/or Visa.
- k. Permanent home of record and in-country address.
- l. Other information mandated by local law, the Base Security Regulations or that may be required to coordinate and process the necessary documentation with the government offices responsible for the approval.
- m. Registration, insurance company, policy number and expiration date for each vehicle.

1.24.2 IDENTIFICATION OF CONTRACTOR VEHICLES

The Contractor shall be responsible for requiring each vehicle engaged in the work to display permanent vehicular identification as approved and directed by the Contracting Officer. If acceptable to the Base Security Office and approved by the Contracting Officer, the Contractor may institute a system of non-permanent temporary identification for one-time delivery and transit vehicles. Each Contractor vehicle, machine, piece of equipment, or towed trailers, shall show the Contractor's name such that it is clearly visible on both front doors of the vehicle and both sides of a towed trailer. A valid license plate shall be displayed at all times. Contractor vehicles operated on Government property shall be maintained in a good state of repair, shall be insured, and shall be registered in accordance with Afghan Law.

1.24.3 SECURITY PLAN

The Contractor shall submit to the Contracting Officer a security plan as required in Contract Section 01040.

1.25 RADIO TRANSMITTER RESTRICTIONS

To preclude accidental actuation of sensitive electronic equipment, the Contractor shall not use radio-transmitting equipment without prior approval of the Contracting Officer.

1.26 PUBLIC RELEASE OF INFORMATION

1.26.1 PROHIBITION

There shall be no public release of information or photographs concerning any aspect of the materials or services relating to this bid, contract, purchase order, or other documents resulting there from without the prior written approval of the Contracting Officer.

1.26.2 SUBCONTRACT AND PURCHASE ORDERS

The Contractor agrees to insert the substance of this clause in all purchase orders and subcontract agreements issued under this contract.

1.28 CONSTRUCTION PROJECT SIGN

The contractor shall fabricate and display at least one sign to identify the project site as a Government of the Islamic Republic of Afghanistan sponsored project. The sign shall measure at

least 1.8 x 1.2 meters as shown in Attachment. The sign shall be fixed to posts with a sufficient number of bolts to ensure that the sign will not be damaged by weather or vandalism. At any point during construction if deemed necessary by the COR the sign shall be repaired or replaced. Exact placement at the project site shall be coordinated with the COR.

The black, green and red colors on the left side of the sign shall be the Pantone colors listed below:

Black: Pantone Process Black PC

Red: Pantone 485 PC

Green: Pantone 370 PC

Sign panels shall be fabricated from 19mm thick High Density Overlay (HDO) plywood or aluminum with lumber uprights and bracing (see Attachment). The sign shall be placed in a location that is visible to pedestrians and/or vehicles passing the project site. Sign face and graphics shall be non-reflective vinyl film prepared on a white adhesive backing. All logos shall be aligned left with typography center text. Dari translations shall be substituted with Pashtun in areas where the language is more predominant/appropriate.

1.29 ATTACHMENTS

TAC FORM 61 - Accident Prevention Program Hazard Analysis

TAC FORM 356 - Operation and Maintenance Training Validation Certificate

Construction Project Sign Dimensions

Mounting Diagram

Ministry Logo

2. SPECIAL CONTRACT REQUIREMENTS

2.1 APPLICATION OF US CRIMINAL JURISDICTION

Reference DODI 5525.11. The contractor is directed to provide all of its personnel working under this contract, and to require all of its subcontractors to provide their personnel, with written notification that - with the exception of nationals of Afghanistan and those ordinarily resident in Afghanistan - contractor and subcontractor personnel, and the dependents of contractor and subcontractor personnel who are residing with such personnel, may be subject to US criminal jurisdiction as provided for in the Military Extraterritorial Jurisdiction Act, 18 USC 3261-3267; see Section 3267(1)(A)(iii)(I) and (2)(A)(iii). A copy of the notice ***shall be furnished to the contracting officer upon award of the contract***, along with a certification by an authorized company representative attesting to the provision of the notification to contractor personnel.

2.2 ATTACKS FROM HOSTILE ENTITIES

This contract is firm fixed-price. Costs incurred in the performance of project execution that arise from the attacks of hostile entities, such as costs arising from damage to or destruction of

contractor equipment and facilities, and damage to or destruction of the project prior to Government acceptance, are the sole responsibility of the contractor. The Government makes no guarantee to provide the contractor with security, and bears no obligation to reimburse the contractor for costs arising from the attacks of hostile entities. When appropriate, the Contracting Officer may provide the contractor with an equitable adjustment with respect to time – but not cost – in accordance with clause 52.249-10; see 52.249-10(b)(1)(i) and (2).

2.3 INSTALLATION ACCESS AND BADGING

This contract is firm fixed-price. It is the responsibility of the contractor to be knowledgeable of and to abide by any and all applicable installation access procedures and requirements, to include any and all badging procedures and requirements, that may be necessary for contractor access to the project site. Such procedures and requirements may change over the course of contract performance; it is the responsibility of the contractor to plan accordingly in order to meet its existing obligations under this contract. The US Army Corps of Engineers, Afghanistan Engineer District, neither controls nor is responsible for any such installation access procedures, requirements or changes thereto.

2.4 CUSTOMS CLEARANCE

Reference clauses 52.229-6 and 52.225-13. This contract is firm fixed-price. It is the responsibility of the contractor to be knowledgeable of and to abide by any and all applicable customs clearance procedures and requirements that may be necessary for the transportation of supplies and equipment into Afghanistan. Such procedures and requirements may change over the course of contract performance; it is the responsibility of the contractor to plan accordingly in order to meet its existing obligations under this contract. The US Army Corps of Engineers, Afghanistan Engineer District, neither controls nor is responsible for any such customs clearance procedures, requirements or changes thereto.

2.5 TRAVEL WARNINGS

The contractor shall provide all personnel working under this contract, and shall require subcontractors to provide their personnel, with a written notification advising such personnel to be aware of US State Department Travel Warnings with respect to Afghanistan, available at <http://travel.state.gov>, in the event they wish to consider bringing their dependants into Afghanistan. A copy of the notice ***shall be furnished to the contracting officer upon award of the contract***, along with a certification by an authorized company representative attesting to the provision of the notification to contractor personnel. At no time, subject to the written approval of the contracting officer, may the contractor allow such dependants, or any other unauthorized individuals, to be present on the project site grounds, whether in transit or otherwise.

2.6 DRUG-FREE WORKFORCE

Documentation of the contractor's drug-free workforce program as required by clause 252.223-7004(b) ***shall be furnished to the contracting officer upon award of the contract***.

2.7 COMBATING TRAFFICKING IN PERSONS, COMMERCIAL SEX ACTS, FORCED LABOR

A copy of the employee notification statement as required by clause 252.222-7006(d) *shall be furnished to the contracting officer upon award of the contract*, along with a certification by an authorized company representative attesting to the provision of the notification to contractor personnel.

2.8 PROMPT PAYMENT OF SUBCONTRACTORS

In accordance with 52.232.5 (b)(1)(v.), the contractor shall furnish documentation with each progress payment which indicates that all sub-contractors and suppliers have been paid with funds from the most recent progress payment. In order for the progress payment request to be considered complete, the contractor shall:

- submit a listing of all subcontractors, the total amount paid to each subcontractor under the contract and the dates and methods of such payments; and
- provide copies of payrolls for each subcontractor working under this contract.

2.9 SUBCONTRACTORS CLAUSE REQUIREMENT

In accordance with 52.232.27, the contractor shall include in each subcontract, a payment clause that obligates each subcontractor to pay their subcontractors for satisfactory performance of work not later than 7 days from the date they receive payment for work under this contract.

2.10 AFGHANISTAN CAPACITY DEVELOPMENT

For Capacity Development the contractor will submit the table located at the end of section 00110, Technical Evaluation, as part of the bid proposal, with empty the cells (column 2) filled in and with the signature block completed by an executive officer in the company who has legal authority to make the commitments.

Skilled workers include, but are not limited to: equipment operators, masons, reinforcing steel workers concrete finishers, laboratory technicians, painters, and carpenters. These skilled workers must be graduates of construction trade schools in Afghanistan and preferably in the province where the project is being built.

Journeyman include, but are not limited to, electricians, and plumbers. These journeymen must be graduates of technical schools in Afghanistan and preferably in the province where the project is being built.

During project execution, the appropriate diplomas for skilled workers and journeymen will be provided to the U.S. Government upon request.

2.11 DEFENSE BASE ACT

In accordance with FAR 52.228-3 “Workers Compensation Insurance” (Defense Base Act) the offeror is required to provide, prior to commencing work under this contract, such workers’ compensation insurance or security as the Defense Base Act (“DBA”) (42 U.S.C.1561 et seq.)

requires and to continue to maintain it until performance is complete. The amount listed by the offeror on this Contract Line Item (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 that CLIN will be based on the amount of the Rutherford invoice, stamped "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.

2.12 SUBMISSION OF DEFENSE BASE ACT CLAIMS

The offeror's Safety Officer shall, in addition to any other duties required to be performed under this contract, do the following:

- 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
- Make monthly written reports to the Contracting Officer, Administrative Contracting Officer, and the Agency Safety and / or Occupational Health Manger, providing the name(s) 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(s), and the current status of each claim.

The Agency Safety and / or Occupational Health Manger POC is Mr. John Blandamer, John.I.Blandamer@usace.army.mil, 540-665-3471.

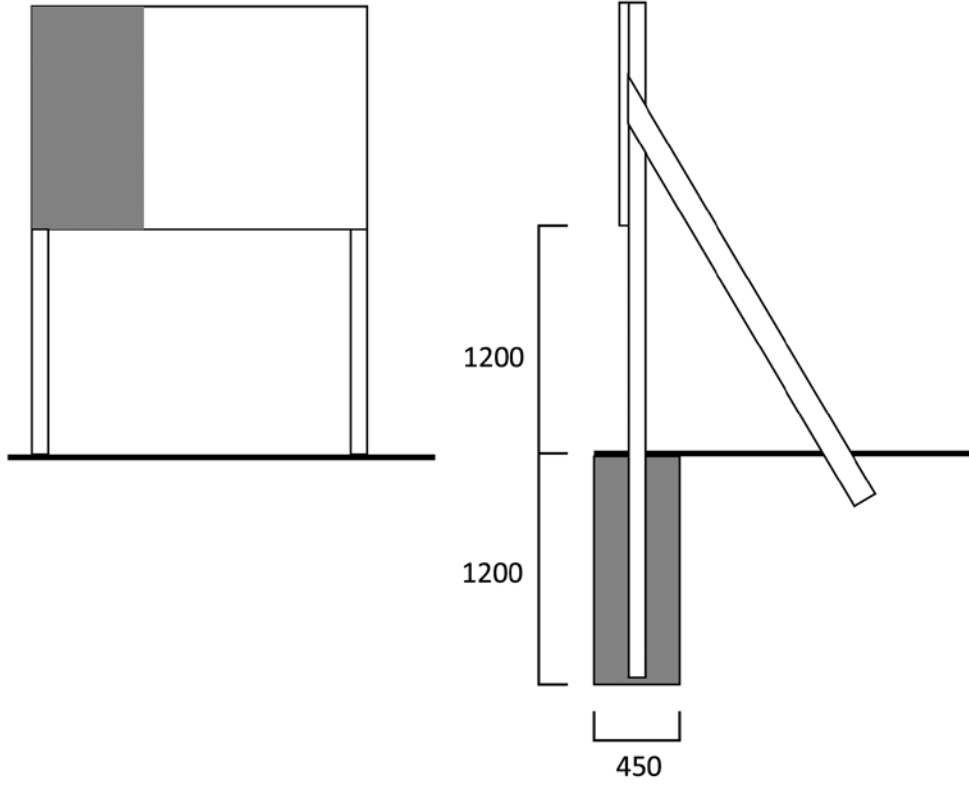
-- END OF SECTION --

Construction Project Sign Dimensions (mm)



- | | | |
|-----|--------------|--|
| T1: | Text Group 1 | Typeface: 150mm Large Standard Dari Font
Color: White |
| T2: | Text Group 2 | Typeface: 150mm Large Standard Dari Font
Color: Black |
| T3: | Text Group 3 | 75mm Small Standard Dari Font
Color: Black |
| T4: | Text Group 4 | 35mm Helvetica Bold, all capital letters
Color: Light Yellow, matching GIROA logo |
| T5: | Text Group 5 | 35mm Helvetica Bold
Color: Green, Pantone 370 PC |
| T6: | Text Group 6 | 45mm Helvetica Bold
Color: Green, Pantone 370 PC |

Mounting Diagram





Ministry of Defense



**Government of the Islamic Republic of
Afghanistan**