



Deputy Assistant Secretary of the Army (Policy & Procurement)

CONTRACTING AND SUBCONTRACTING OPPORTUNITIES IN IRAQ

**NATIONAL SMALL BUSINESS CONFERENCE
National Defense Industrial Association (NDIA)
San Diego, California**

JULY 21, 2004

**Mr. Mark J. Lumer
Assistant Deputy Assistant Secretary of the Army
(Policy and Procurement) – Iraq**

COMPLETED
26 Mar 04

Acquisition Strategy - Construction - \$5B Capacity

Program Management Office (PMO) Services (Up to \$50M)

AWARDED 10 Mar 04 to **AECOM** (CA-USA) \$21,610,501
W914NS-04-C-0001

**PMO Services
Electrical Sector**
(Up to \$55M)
AWARDED 10 Mar 04
\$43,361,340 to
Iraq Power Alliance JV
(Parsons Energy and
Chemical Group (PA-USA) &
Parsons Brinckerhoff (UK)
W914NS-04-C-0002

**PMO Services
Public Works/Water**
(Up to \$55M)
AWARDED 10 Mar 04
\$28,494,672 to
CH2M Hill and PWI JV
(CH2M Hill (CO) &
Parsons Water
Infrastructure, Inc (CA)
W914NS-04-0003

**PMO Services
Comm/Transp**
(Up to \$15M)
AWARDED 10 Mar 04
\$8,458,350.05 to
Berger/URS JV
(Louis Berger Group (DC)
& URS Group, Inc (CA)
W914NS-04-C-0006

**PMO Services
Bldgs/Edu/Health**
(Up to \$15M)
AWARDED 10 Mar 04
\$10,754,664.07 to
Berger/URS JV
Louis Berger Group (DC)
& URS Group, Inc (CA)
W914NS-04-0005

**PMO Services
Security/Justice**
(Up to \$30M)
AWARDED 10 Mar 04
\$8,458,350.05 to
Berger/URS JV
Louis Berger Group (DC)
& URS Group, Inc (CA)
W914NS-04-C-0004

**PMO Services
Oil**
(Up to \$30M)
AWARDED 10 Mar 04
\$8,416,985 to
Foster Wheeler (U.K.)
914NS-04-C-0007

USAID Capacity Contract (up to \$2B) – \$1.8b max AWARDED TO Bechtel-USA, Parsons-USA, Horne Engineering-USA

Electrical	Public Works/Water	Comm/Transp	Bldgs/Educ/ Health	Security/Justice	Oil
Capacity Contracts \$500K Minimum Up to \$1,500M	Capacity Contracts \$500K Minimum Up to \$1,700M	Capacity Contracts \$500K Minimum Up to \$ 400M	Capacity Contract \$500K Minimum Up to \$500M	Capacity Contract \$500K Minimum Up to \$900M	Capacity Contract \$500K Minimum Up to \$827M
<p>Generation \$500M Ceiling AWARDED 11 Mar 04 to Fluor-AMEC JV (Fluor: CA/SC in USA & AMEC in UK) W914NS-04-D-0003</p> <p>Transmission & Distribution NORTH \$500M Ceiling AWARDED 12 Mar 04 to Washington Intl Inc (ID -USA) W914NS-04-D-0010</p> <p>Transmission & Distribution SOUTH \$500M Ceiling AWARDED 12 Mar 04 to Perini Corp (MA-USA) W914NS-04-D-0011</p>	<p>NORTH \$600M Ceiling AWARDED 23 Mar 04 To Fluor-AMEC JV (Fluor: CA/SC in USA & AMEC in UK) W914NS-04-D-0008</p> <p>SOUTH \$500M Ceiling AWARDED 23 Mar 04 To Fluor-AMEC JV (Fluor: CA/SC in USA & AMEC in UK) W914NS-04-0021</p> <p>Water Resources \$600M Ceiling AWARDED 11 Mar 04 to JV Wash Intl (ID in USA) & Black & Veatch (KS in USA) W914NS-04-D-0007</p>	<p>Communications \$75M Ceiling AWARDED 23 Mar 04 Lucent Technologies World Services, Inc. (VA-USA) W914NS-04-D-0005</p> <p>Transportation \$325M Ceiling AWARDED 23 Mar 04 To Contrack/AICI/OCI/ Archirodon JV (VA-USA) W914NS-04-D-0004 JV Partner Members: Contrack: DC-USA AICI: MD-USA OCI: Egypt Archirodon: Netherlands/ Panama/UAE</p>	<p>Bldgs/Educ/Health \$500M Ceiling AWARDED 25 Mar 04 Parsons Delaware Inc. (CA-USA) W914NS-04-D-0006</p>	<p>Security/Justice \$900M Ceiling AWARDED 26 Mar 04 Parsons Delaware Inc. (CA-USA) W914NS-04-D0009</p>	<p>NORTH Max \$800m CPAF Awarded: 16 Jan 04 to Parsons Iraq JV (Parsons USA Worley (sub)- Australia W9126G-04-D-0002</p> <p>SOUTH Max \$1.6B CPAF Awarded 16 Jan 04 to KBR Inc. (USA) W9126-04-D-0001</p>
C O N S T R U C T I O N C O N T R A C T S					

Contracting Agency:

PenRen

Army

Navy

USAID

Draft A. Burns 26-Mar-04



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Program Management Support

- **Program Management Office (PMO) Support Contract**
 - Awarded to AECOM
 - Sub-contracting Point of Contact Information:
 - Raymond W. Holdsworth, tel.: (213) 593-8706, e-mail: raymond.holdsworth@aecom.com
 - **Electrical Services Sector PMO Contract**
 - Awarded to Iraq Power Alliance
 - Sub-contracting Point of Contact Information:
 - Kenneth Erison, tel.: (610) 855-2818, e-mail: kenneth.a.ericson@parsons.com
 - **Public Works/Water Sector PMO Contract**
 - Awarded to CH2MHill
 - Sub-contracting Point of Contact Information:
 - Lynn Feldman, tel.: (720) 286-2290
 - **Security/Justice, Buildings/Health and Transportation/Communication Sector PMO Contract Contracts**
 - Awarded to Berger/URS
 - Sub-contracting Point of Contact Information:
 - Forrest A. Terrell, tel.: (816) 777-1835
 - **Oil Sector PMO Contract**
 - Awarded to Foster Wheeler
 - Sub-contracting Point of Contact Information:
 - Nick Escritt, tel.: +44-118-913-2478, e-mail: SPMO_Subcontracts@fwuk.fwc.com
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Sub-contracting Incentives

- The Design-Build Construction teams and the Program Management contractors are required and incentivized to sub-contract to U.S. Small Business firms:

– Contract Requirements

- The goal for subcontracts to American small business concerns is 23% of total contract dollars
- No less than 10% of total contract dollars shall be subcontracted to American small businesses

– Incentives

- The Award Fee Plans of each contract provide a financial motive for the contractors to achieve their subcontracting goals
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Available Resources

- **For Government Contracting Opportunities:**

- Visit <http://www.eps.gov>
 - Tailor your search to your specific abilities
 - Read the announcements thoroughly
 - Visit this site often as announcements are posted daily
 - Do not expect the Government contracting agencies to keep a bidders list
 - Most solicitations are posted at this site and will not be mailed to a bidders list
- Visit <http://www.cpa-iraq.org/business/>

- **For Sub-contracting Opportunities:**

- Contact the companies awarded the Construction and Program Management contracts that your abilities/products are best matched with
 - Do not contact the Government representatives
 - Subcontractor selection is the responsibility of the prime contractor

- **To post your information for those seeking sub-contractors**

- Register at:
 - The Central Contractor Register (CCR) at <http://www.ccr.gov>
 - The SBA's PRO-net and the CCR have merged
 - The Vendor Data base for Iraq at <http://www.rebuilding-iraq.net>
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Sample Non-construction Procurements

- **SECURITY AND LAW ENFORCEMENT**
 - ANTI-BALLISTIC GEAR (HELMETS AND VESTS)
 - ROAD SIGNS
 - FURNITURE/OFFICE EQUIPMENT
 - NON-TACTICAL VEHICLES
 - BOATS (COAST GUARD)
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Sample Non-construction Procurements

- **JUSTICE/PUBLIC SAFETY**
 - **FIRE FIGHTING EQUIPMENT**
 - **WITNESS PROTECTION PROGRAM**
 - **EVIDENCE HANDLING FACILITY**
 - **RADIOS**
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Sample Non-construction Procurements

- **ELECTRICAL/WATER**
 - **60 MW GENERATOR**
 - **INVENTORY OF MEDIUM VOLTAGE CONDUCTORS**
 - **WATER TREATMENT FACILITIES/MATERIALS**
 - **TUB GRINDERS**
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Sample Non-construction Procurements

- **TRANSPORTATION/TELECOMMUNICATIONS**
 - **CRASH/FIRE/RESCUE VEHICLES (AIRPORT)**
 - **CARGO HANDLING EQUIPMENT**
 - **GANGER TROLLEYS**
 - **FLASHBUTT WELDERS**
 - **AIR NAVIGATION EQUIPMENT**
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Sample Non-construction Procurements

- **HEALTH CARE**
 - **TB PROGRAM**
 - **MATERNITY PROGRAM**
 - **BLOOD PROGRAM**
 - **HOSPITAL EQUIPMENT**
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NONCONSTRUCTION

FOR NONCONSTRUCTION
PROCUREMENTS, THE BEST SOURCES
ARE:

www.fedbizopps.gov

www.cpa-iraq.org/business

www.rebuilding-iraq.net



Clause: (H-3) Force Protection Instructions (800-J) Contractors Accompanying the Force

Compliance:

Acknowledgement that performance of contract is inherently dangerous to Contractor personnel and accepts risks associated with contract performance in this environment. Further, the Contractor shall ensure personnel working within the area of operation (AO) are familiar and comply with applicable governing policies and procedures.

Flow down: Yes



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Clause: (H-5) Conditions for Employment of Iraqi Nationals
(800-H) De-Ba'athification of Iraqi Society

Compliance:

The contractor shall not employ or subcontract with any persons considered to be “prohibited” as determined by the Ministry of Justice.

Flow down: Yes



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Clause: (H-6) Compliance with USAID Disability Policy
(800-B) Compliance with USAID Disability Policy

Compliance:

Contractor shall follow the guidance set forth in the U.S. Agency for International Development (USAID) Disability Policy, dated September 12, 1997, for the promotion of equalization of opportunities for individuals with disabilities.

Flow down: No, only applies to programs that USAID funds.



- **The following clauses apply to construction contracts:**

Preservation of Historical, Archeological and Cultural Resources: The Contractor and its subcontractors shall comply with the guidelines established by the U.S. Department of State, the CPA/Baghdad, and the Iraqi State Board of Antiquities and Heritage as set forth below:



Contract Guidelines for Cultural Heritage Resource Management and Preservation

Introduction

Construction projects in Iraq should be undertaken with a sensitivity and concern for the preservation of archaeological sites and historic monuments. This requires the collection of existing data concerning known archaeological and cultural sites, survey work to determine the location of previously unknown archaeological sites, and the relocation of construction projects or the salvage excavation of sites, as appropriate, to avoid any damage to such cultural heritage resources. This also requires documentation under internationally accepted professional standards of the results of all surveys and excavation work and the safeguarding of both sites and the objects excavated from such sites. These activities should be carried out in accordance with recognized professional standards, embodied, for example, in the 1956 UNESCO Recommendations on International Principles Applicable to Archaeological Excavations and the ICOMOS Charter for the Protection and Management of the Archaeological Heritage (1990), available at:

http://www.international.icomos.org/e_archae.htm



The goal of these Guidelines is not to prevent the completion of construction projects, but for the Iraqi State Board of Antiquities and Heritage [SBAH] to work with the contractor and to ensure the completion of projects in a timely manner while also conserving the Iraqi cultural heritage to the maximum extent possible. Salvage operations in the past have never prevented completion of a project but have resulted in the recovery of much useful historical and cultural information.

The terms “cultural resources” or “cultural heritage resources” refer to tangible cultural resources. These include movable and immovable objects, sites, structures, groups of structures, natural features and landscapes that have archaeological, pale ontological, historical, architectural, religious, aesthetic, or other cultural significance. Cultural resources may be located in urban or rural settings, and may be above ground, underground, or underwater.

All obligations imposed by these provisions on Contractors apply equally to all subcontractors.



1. Before commencing a construction project, the Contractor or its subcontractors shall define the area of impact and inform the SBAH of the defined area and the date on which the project is expected to begin. Such notice and an acknowledgment in writing that it has been received by the SBAH must be obtained no less than two months before the start date for the construction project.
- Within two weeks of receiving such notice, the SBAH shall provide a preliminary assessment to the Contractor indicating either that it has determined that there will be no adverse impact to cultural heritage resources within the project area or that the SBAH requires an additional six weeks in which to carry out additional survey and salvage work, as the SBAH deems necessary. Upon receiving this preliminary assessment, the Contractor shall attempt to relocate the construction project, where feasible, so as to avoid causing any adverse impact to cultural heritage resources. If relocation is not feasible, the Contractor shall wait this additional period, during which time the SBAH shall initiate salvage work and develop with the Contractor a strategy that allows maximum recovery of archaeological information without unnecessarily hindering the progress of the project. The Contractor shall notify the SBAH of its determination as to feasibility of relocation within one week of receiving the SBAH's preliminary assessment. If adverse impact to cultural heritage resources will occur in only some parts of the project area, construction may begin immediately in areas that will not suffer any adverse impact.
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- If during the course of a project, the Contractor or its subcontractors discover any previously unidentified cultural heritage resources, they shall
 - a. immediately stop work in any area where cultural heritage resources or artifacts with cultural, archaeological or historical value are discovered;
 - b. immediately notify the SBAH;
 - c. attempt to relocate the project so as to avoid any further damage or other adverse effect on the cultural heritage resources;
 - d. if relocation is not feasible, provide a reasonable opportunity (a minimum of one week) for the SBAH to carry out salvage excavation work so as to prevent any further damage to cultural heritage resources. During this time, the Contractor shall not hinder the work of the SBAH.
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4. All survey and salvage work shall be carried out by or under the direction of the SBAH. The SBAH shall provide inspectors who will conduct the preliminary assessments and shall have the right to assign a representative to work with each construction project at its discretion. The Contractor shall be responsible for paying to any individual who is on the staff of the SBAH only the field supplement to which the individual is entitled for working outside of Baghdad. The Contractor shall pay the full salary of any individuals who are not on the SBAH staff. In any case in which the SBAH determines that survey or salvage excavation must be carried out but is unable to provide qualified personnel from its own staff, then the Contractor shall hire either a trained professional selected from a list of approved individuals maintained by the SBAH or a trained professional who is approved by the SBAH. In such case, the Contractor shall give preference in hiring to qualified Iraqi archaeologists. If survey or salvage work is carried out by an individual who is not an employee of the SBAH, the survey and salvage work shall be documented according to accepted professional standards, and both the documentation and artifacts recovered from the excavation shall be delivered to the SBAH within a reasonable time. The SBAH may also hire or request the Contractor to hire a cultural resource management firm or an approved non-Iraqi archaeologist to supervise and carry out the necessary survey and salvage work.
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- Neither the Contractor nor any of its subcontractors shall have property or intellectual property rights to any artifacts, items, or other materials discovered during the course of carrying out a project or any documentation or other data derived from salvage or survey work carried out pursuant to this contract. All artifacts, items or materials discovered during the course of carrying out a project or any documentation or other data derived from salvage or survey work carried out pursuant to this contract. All artifacts, items or materials discovered during the course of carrying out a project belong to the nation of Iraq, in accordance with Iraqi law. The Contractor and any subcontractors must secure and guard any artifacts recovered and shall be responsible for delivering them to the SBAH or another agency designated by the SBAH. The Contractor and its subcontractors are also responsible for safeguarding from looting, vandalism and other destructive activities any archaeological or other cultural heritage resources located within the area of impact. The Contractor shall also require that its personnel and its subcontractors comply with these provisions and respect all cultural heritage resources located in the areas where they are performing work.
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- In accordance with the terms of FAR 52.242-14, “Suspension of Work (APR 1984),” the Contractor shall be entitled to an equitable adjustment of the contract price and time extension of the contract completion date to compensate for any delay or increases in costs incurred as a result of work stoppages in compliance with paragraph 3(a) above, or as a result of project relocation or modification in compliance with paragraphs 2 or 3(c) above. The Contractor shall also be entitled to an equitable adjustment and time extension for delays or costs incurred in compliance with paragraph 3(d) above. There shall be no adjustment made for profit.
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Training and Translation Services: The Contractor will be required to provide training to the Iraqi workforce on the operations and maintenance of all infrastructure facility components. The Contractor will provide translation services as needed to successfully communicate or transcribe all training material and project documentation being given to the Iraqi workforce or being turned over to the Iraqi Ministry. The Contractor shall have a bilingual (English and Arabic speaking) representative at every work site during working hours, as appropriate and as directed by the Contracting Officer's Representative.
