

This is a combined Sources Sought Synopsis/Market Survey for informational purposes and to be used for preliminary planning purposes to gain knowledge of interest, capabilities, and qualifications from interested Services contractors who have the resources to perform the anticipated work requirements. No proposals are being requested or accepted with this synopsis. **THIS IS NOT A SOLICITATION FOR PROPOSALS AND NO CONTRACT WILL BE AWARDED FROM THIS SYNOPSIS.** No reimbursement will be made for any costs associated with providing information in response to this synopsis or any follow up information requests.

The U.S. Army Corps of Engineers, Afghanistan Engineer District-North, plans to solicit and award of a Blanket Purchase Agreement (BPA). The anticipated dollar magnitude is \$1,600,000.00. Under Federal Acquisition Regulation (FAR) guidelines, the prime contractor must have the capability to perform 20%-25% of the contract work with his/her own employees.

Aircraft passenger services for US Army Corps of Engineers (USACE) Afghanistan Engineer District-North personnel for travel between Kabul International Airport, Afghanistan and Dubai International Airport, United Arab Emirates.

This solicitation will result in multiple awards with a two year base period. Negotiated firm-fixed-price calls will be issued for all work required.

Contract awards will be based on the Lowest Price Technically Acceptable process.

The anticipated solicitation issuance date is on or about 22 Mar 11 with an anticipated award date of 31 Mar 11.

Total programmatic capacity is \$1,600,000.00.

North American Industrial Classification System (NAICS) Code applicable to this acquisition is 532411.

Prior Government contract work is not required for submitting a response under this sources sought synopsis.

Offerors response to this synopsis shall be limited to five (5) pages and shall include the following information:

Offeror's name, address, points of contact, phone numbers, and e-mail addresses

Offeror's interest in bidding on the solicitation when it is issued

Offeror's capability to perform a contract of this magnitude and complexity. Provide an example of offeror's in-house capability to provide quality, trained and educated employees capable of performing the tasks and duties set forth in the duty descriptions

enclosed with this synopsis/market survey, to include a brief description of the process in which you will recruit new employees to fill these positions, what places you will attempt to recruit new professionals, what other contracts you have had in the past that are similar to this solicitation.

Offeror's Joint Venture information if applicable-existing and potential.

Familiarity with DBA Insurance and processing of claims.

Interested offerors shall respond to the Sources Sought/Market Survey no later than 19 Mar 11. All interested contractors must be registered in CCR and have an Afghanistan Investment Support Agency (AISA) License to be eligible for award of Government contracts. E-mail your response to John J. Du Bois, Contract Specialist at john.j.dubois@usace.army.mil.

APPENDIX A

General:

PERFORMANCE WORK STATEMENT

Kabul – Dubai Air Services

Dated: 22 February 2011

Version 1.1

1.0 GENERAL

1.1 It is the intention of the Government to award two (2) Blanket Purchase Agreements (BPAs) to airline service companies who demonstrate they are capable of providing services in the U.S. Army Corps of Engineers, Afghanistan Engineer District (AED) area of operation as identified throughout this document. This is an agreement capable of fulfilling the commercial air service requirements of AED.

1.2 This Performance Work Statement sets forth the general requirements for providing commercial airlines services for AED; specifically direct service between Kabul, Afghanistan and Dubai, United Arab Emirates. Service must be available a minimum of seven (7) days per week. It is estimated, a minimum of 10 to a maximum of 100 AED passengers require flights per week; however, Contractors are not guaranteed a specific number of taskings under this contract. The Contractor shall act as an independent Contractor and not as an agent of the U.S. Government and shall, in accordance with the terms and conditions of the contract, furnish all labor and supervisory management required for the performance of the work. It shall be the responsibility of the Contractor that all personnel are capable of receiving the appropriate identification documents for access to required areas at their respective sites and appropriate security levels.

1.3 The Contractor shall maintain at all times the confidentiality of propriety information pertaining to other Contractors, service providers, or Contractor Firms with whom its employees come into contact during the course of their performance of work pertaining to this contract of as the result of working in proximity to such information. All

Contractor employees shall be required to maintain the security and confidentiality of all information that directly or indirectly comes into their possession or attention on a strict operational need-to-know basis.

1.4 The Contractor shall maintain and preserve all records and information, whether in electronic, audio, video, or paper format that is directly or indirectly generated during performance of its work in regard to this contract in an orderly and readily accessible manner as per Section I, DFARS 252.227-13 Rights in technical data-Noncommercial items (Nov 1995).

1.5 The period of performance of this contract will be two (2) years.

2.0 DEFINITIONS

2.1 CONTRACTOR. Contractor and its subcontractors at any tier.

2.2 CONTRACTING OFFICER'S REPRESENTATIVE (COR). An appointed assistant of the Contracting Officer authorized to administer the terms of the contract.

2.3 AED Personnel. Referenced as "personnel" for which services are being rendered.

2.4 AED. Reference to the Afghanistan Engineer District headquartered in Kabul with offices throughout Afghanistan.

2.5 SCHEDULED MAINTENANCE. Periodic prescribed inspections or servicing of aircraft or equipment, accomplished on a calendar, mileage or flight-hour basis.

2.6 UNSCHEDULED MAINTENANCE. Maintenance that is not scheduled but is required to correct deficiencies and to restore the aircraft or equipment to a serviceable condition.

3.0 SERVICES TO BE PERFORMED

3.1 The Contractor shall provide safe, operable, clean fixed wing commercial aircraft and associated services for direct air service between Kabul, Afghanistan and Dubai, United Arab Emirates.

3.1.2 POINTS OF CONTACT. The Contractor shall provide a point of contact within his/her company, fluent in English, to interface with the Contracting Officer or COR on issues concerning transport. Names, business address, phone numbers, and hours of operation are the minimum information requirements. Contractor shall provide 24-hour contact number and email address.

3.1.3 INSURANCE. Contractor shall carry insurance as the Contractor is responsible to cover the cost for replacement or repair of aircraft lost, stolen, damaged, or destroyed due to criminal acts, natural acts (commonly called acts of God), or hostile acts. The Government is not liable for claims generating from any of the above.

3.1.4 RECORDS. The Contractor shall maintain a record of billable flights on a monthly basis and the Government will maintain a record of billable flights on a monthly basis. Upon request by the Government, the Contractor shall make such records available to properly designated contract representatives for the purpose of reconciling between the Government's record of billable flights and the Contractor's record of billable flights. The purpose is to ensure the Government's billable flight records and the Contractor's billable flight records concur. Deviations must be resolved to the Government's satisfaction.

3.1.5 SAFETY. The Contractor shall maintain a Civil Aviation Authority (CAA) or U.S. Federal Aviation (FAA) certificate that complies with the United Nations International Civil Aviation Organization (ICAO) standards during the term of the BPA.

3.1.5.1 Contractor shall be obligated to comply with generally accepted standards of airmanship, training, and maintenance practices and procedures. The cleanliness and orderliness of an aircraft (including the visible components and surfaces thereof) affect the ability to inspect an aircraft, and may be valid indicators of the overall maintenance level of an aircraft, and may have a direct effect on the security and confidence of passengers. Therefore, contractor's failure to keep and maintain all such components and surfaces of the aircraft used in performance of this contract clean, orderly, and in good state of repair may be deemed a failure to comply with generally accepted standards of maintenance to the extent the failure goes beyond mere cosmetic or housekeeping deficiencies and relates in some manner to confidence in the safety, maintenance, or airworthiness of the aircraft.

3.1.5.2 Should the government determine that any of the following conditions exist; it may suspend or place in temporary nonuse status contractor's further performance of air transportation services for AED:

- a. The Contractor's failure to meet any of the obligations imposed by the preceding two paragraphs.
- b. Involvement of one of the contractor's aircraft in a serious or fatal accident, incident, or operational occurrence (regardless of whether or not such aircraft is being used in the performance of this contract.
- c. Any other conditions that affects the safe operation of contractor's flights hereunder.

3.1.5.3 Notice of Accidents: When a Contractor's aircraft is involved in an accident or incident, as described above, in support of this contract, the Contractor shall notify the COR by the most expeditious means available.

3.1.6 INVOICES AND BILLING. Contractor shall provide monthly itemized invoices to include, at a minimum:

- a. Contract/Task Order Number
- b. Passenger Name
- c. Itinerary
- d. Date of flight
- e. Cost of flight in USD
- f. Additional charges for cancellations, no-show's and excess baggage if applicable. No charges shall be incurred for common errors, such as name changes, misspellings or correction of dates of travel.
- g. Class codes need to be listed pertaining to each ticket.

3.2 EXCESS BAGGAGE RATES: Excess baggage rates are subject to change.

Contractor shall notify the Contracting Officer's Representative when rate changes become effective.

3.3 CANCELLATIONS: Bookings made by the Government may be subject to cancellations at any time by the Contractor due to weather, unscheduled maintenance, emerging security threats and/or other operational factors. In such cases, the Contractor will not charge to the Government. Charges are to be generated when the passenger has completed travel. If the passenger does not show up for the flight, without providing notice of cancellation at least 24 hours prior to the departure time, then AED will be

charged only a cancellation fee. The Contractor shall notify the Government of any delays, cancellations, or maintenance issues within a minimum of four (4) hours of flight time.

3.4 BOOKING AVAILABILITY: Booking/ticketing agents shall be available to the Government so that tickets may be purchased 24 hours daily. The ability to request seat assignments in advance is also needed.

3.5 ADDITIONAL ROUTES: Additional routes may be added on an as-needed basis throughout the life of the contract.

3.6 SUBMITTAL OF BIDS: Contractors shall include the following in their Bid packages:

a. A minimum of one (1) of the below listed certifications:

1. Civil Aviation Authority (CAA)
2. US Federal Aviation Authority (FAA)
3. United Nations International Civil Aviation Organization (ICAO)

b. Schedule of operation for booking/ticketing agents, and methods of contact.

c. Baggage limitations and weight restrictions.

d. Price schedule to include charges for cancellations and no shows.

4.0 SURVEILLANCE:

4.1 Surveillance of Contractor performance is the method used by the Government to determine whether the Contractor is effectively and efficiently complying with all terms and conditions of the contract. The following minimum surveillance methods will be used.

4.2 The Customer evaluation form will be used to validate customer satisfaction.

4.3 Customer Complaint. Customer complaints will be used as a basis for identifying noncompliance with performance objectives.

5.0 PERFORMANCE REVIEWS AND EVALUATIONS

5.1 The COR will conduct semi-annual performance reviews and annual evaluations with the Contractor based on information obtained through surveillance methods identified above.

5.2 The COR will note standard performance objectives deficiencies and all customer complaints documented during the specific period of time. The COR will thoroughly document all deficiencies, identify source of information, and reference the applicable PWS performance standard or contract requirement for which the deficiency applies.

5.3 The COR will generate performance reports using the customer evaluation report. This report will identify the level to which the performance standard for critical objectives was achieved based on cumulative total of all activity for the period of performance.

6.0 ANALYSIS OF PERFORMANCE REVIEW RESULTS

At the end of each performance evaluation period, the Contracting Officer (KO) will evaluate all surveillance data to determine those critical performance standards that do not meet the standards as stated in the PWS. The KO will prepare a Contract Discrepancy Report (CDR) and issue it to the Contractor. The CDR will make reference to the performance objective and standard and state how the PWS was not met. The

Contractor shall be required to respond to the KO generated CDR within five (5) working days. The Contractor's response shall be in writing and explain why the performance deviated from the PWS, how the performance will be returned to acceptable levels, and how a recurrence of the problem will be prevented in the future. The KO may issue, at time deemed necessary, a CDR for recurring failure to meet other contract performance objectives and requirements. The Contractor shall respond in accordance with requirements identified herein. A copy of the CDR will be provided to the KO within five (5) working days after the end of the evaluation period.

Duration of Contract:

This Blanket Purchase Agreement will be for two years.

END OF SCOPE