

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE J	PAGE OF PAGES 1   24
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 12-Mar-2008	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY AFGHANISTAN ENGINEER DISTRICT US ARMY CORPS OF ENGINEERS KABUL APO AE 09356	CODE W917PM	7. ADMINISTERED BY (If other than item 6) CODE  <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. W917PM-08-R-0030	
		X	9B. DATED (SEE ITEM 11) 17-Feb-2008	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
1. The purpose of this amendment is to:				
A. Make changes to the solicitation.				
B. Provide Q&A Set #3.				
2. Please note that the question and answer period for the solicitation is closed.				
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)		12-Mar-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SOLICITATION CHANGES**

1. PWS Paragraph 3.1.3 is deleted in its entirety and replaced with the new paragraph PWS 3.1.3.
2. PWS paragraph 3.1.6.4 is deleted in its entirety and replaced with the new paragraph 3.1.6.4.
3. PWS Paragraph 3.1.6.6 is deleted in its entirety and replaced with the new paragraph 3.1.6.6.
4. Paragraph 5.13.3 is deleted in its entirety and replaced with the new paragraph 5.13.3.
5. Section H paragraph H.7 is deleted and replaced with the new paragraph H.7.
6. Section K clause PROJECTED AFGHAN EMPLOYMENT is deleted in its entirety and replaced with the new clause PROJECTED AFGHAN EMPLOYMENT.
7. Section L paragraph L.4 is deleted in its entirety and replaced with the new paragraph L.4.
8. Section L paragraph L.5.3.1 is deleted in its entirety and replaced with the new paragraph L.5.3.1.
9. Section L paragraph L.6.3 is deleted in its entirety and replaced with the new paragraph L.6.3.

## SUMMARY OF CHANGES

### SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

#### PERFORMANCE WORK STATEMENT

**3.1.3 Security Liaison Team Shooters** – Normally used to supplement the SLTs beyond the base six personnel described in 3.1.2, the SLT Shooters' main responsibilities include actions to counter, deter, detect and respond to threats to designated government personnel using their training (skills) and tools such as: Rules for the Use of Force (RUF), Rules of Engagement (ROE), rules regarding Escalation of Force (EOF), threat analysis, personnel security operations, operational security (OPSEC), responsive communications, and integrated team support. Duties will typically involve general convoy security and travel protection including, but not limited to, protection of designated personnel from terrorist or criminal attacks during travel to and from project worksites, static security while engaged in the performance of duties at project worksites; convoy route briefings; convoy command and control; actions upon contact; and vehicular Preventive Maintenance Checks and Services (PMCS) in accordance with the U.S. Army Standards to help ensure maximum readiness of Contractor Furnished vehicles. SLT Shooters will meet U.S. equivalent standards for military occupation series (MOS) 11B at skill level 10 **with regards to the skills of marksmanship, individual weapon use, and performance as a member of a fire team during an attack. AED does not expect SLT shooters to employ, fire, and recover anti-personnel and anti-tank mines, or locate and neutralize mines, or operate, mount/dismount, zero, and engage targets using night vision sight. The SLT Shooter positions are opened to all individuals (men and women) that qualify. AED does expect shooters to be proficient in the use of individual weapons listed in paragraph 7.2.3 on page 33, and be able to perform as a member of a fire team during an attack.**

**3.1.6.4 Vehicle Electronics.** Vehicles shall be equipped by the Government with electronic Counter Measures (ECM) installed. ECM shall be DUKES or equivalent system that is compatible with those used by maneuver forces in the area, and compatible with locally used communication systems. **The ECM equipment will be Government supplied, installed and maintained.** Each vehicle shall be equipped with a compact dash-mounted video camera with ability to record at least 48 hours of video, a CODAN radio system, VHF squad radios for point to point communications, and satellite phone with installed sleeve/charger and external antenna.

**3.1.6.6** AED will provide secure space to store the **number of vehicles leased** when not in use. The contractor shall be responsible for all repair and maintenance at the contractor's own secure facilities. All expenses related to maintaining and/or repairing the vehicles will be born by the contractor. These vehicles will at a minimum meet security industry standard for level of armament of **B6 Level Armored (minimum)** protection against 7.62 x 51 mm lead core steel jacked bullet. The contractor shall provide all vehicles within 60 calendar days after award of the

task order. The contractor will have the surge capability to increase the vehicle fleet by twelve vehicles within 72 hours after the surge is requested anywhere in the AED AO.

**5.13.3 Language Requirement.** All Contractor personnel designated as Ex-patriot or bilingual and not a local national must be fluent in spoken and written English. A contractor personnel whose native language is not English and designated as Ex-patriot must be fluent in spoken English and must have attained a minimum score of 400 on the paper-based Test of English or a Foreign Language (TOEFL) and result will be maintained in the employee's training records. Contractor personnel who are local nationals must be proficient in basic spoken English but at least one local national on each SLT must have attained a minimum score of 400 on the paper-based test of English or a Foreign Language (TOEFL) and result will be maintained in the employee's training records.

#### **H.7 ARMING REQUIREMENTS AND PROCEDURES FOR PRIVATE SECURITY COMPANY (PSC) CONTRACTS, PERSONAL SECURITY DETACHMENT (PSD) CONTRACTS, AND FOR REQUESTS FOR PERSONAL PROTECTION IN IRAQ AND AFGHANISTAN**

a. *General.* Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all existing and future laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including US CENTCOM, Multi-National Force Commander and Multi-National Corps Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

- (1) DODI 3020.41, *Contractor Personnel Authorized to Accompany the US Armed Forces*;
- (2) DFARS 252.225-7040, *Contractor Personnel Supporting a Force Deployed Outside the United States*;
- (3) CPA Order #17, *Registration Requirements for Private Security Companies*, dated 24 Jun 04;
- (4) US CENTCOM Policy Letter, *Personal Protection and Contract Security Service Arming*, dated 23 Dec 05

b. *Required Government Documentation.* The unit requesting the contractor security shall provide a description of the following to the arming approval authority and to the contracting officer:

- (1) The specific location where the PSC will operate;
- (2) The persons and/or property that require protection;
- (3) The anticipated threat;
- (4) The required weapon types; and

- (5) The reason current security/police forces are inadequate.

c. *Required Contractor Documentation.* Contractors and their subcontractors at all tiers that require arming approval shall provide the following to the contracting officer representative (COR):

- (1) Documentation that each employee who will be armed under the contract received the following training—
  - (A) Weapons Qualification/Familiarization. All employees must meet the qualification requirements established by any DoD or other U.S. government agency
  - (B) Law of Armed Conflict (LOAC);
  - (C) Rules for the Use of Force (RUF), as defined in the US CENTCOM Policy, dated 23 December 2005; and
  - (D) Distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.
- (2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.
- (3) One (1) copy of a business license from the Afghan Ministry of Trade;
- (4) One (1) copy of an operating license (or a temporary operating license) from the Ministry of Interior;
- (5) A communications plan that, at a minimum, sets forth the following:
  - (A) The contractor's method of notifying military forces and requesting assistance where hostilities arise or combat action is needed;
  - (B) How relevant threat information will be shared between contractor security personnel and U.S. military forces; and
  - (C) How the contractor will coordinate transportation with appropriate military authorities.
- (6) An acceptable plan for accomplishing background checks on all contractor and subcontractor employees who will be armed under the contract. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan and which will be documented and furnished to the COR upon

completion):

- (A) Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin US Embassy Information Request, CIA records, and/or any other records available;
- (B) Verify with MNC-I Provost Marshal that no employee has been barred by any commander within Iraq; and
- (C) Certify, after completing all checks, that all persons armed under this contract are not prohibited under U.S. law from possessing a weapon or ammunition.

d. *Required Contractor Acknowledgements.* Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the COR:

- (1) **Penalties for Non-Compliance.** Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.
- (2) **Criminal and Civil Liability.** Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to U.S. and Host Nation prosecution and civil liability. "Host Nation" refers to the nation or nations where services under this contract are performed.
- (3) **Lapses in Training.** Failure to successfully retrain an employee who is armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon to the contractor and will remain unarmed until such time as they are retrained and the COR determines that the retraining is sufficient.

e. *Authorized Weapon & Ammunition Types.* Unless DCDRUSCENTCOM (or a designee)

provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:

- (1) The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).
- (2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.
- (3) US government Ball ammunition is the standard approved ammunition.

f. *Requirements for Individual Weapons Possession.* All employees of the contractor and its subcontractors at all tiers who are armed under this contract must:

- (1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c);
- (2) Carry weapons only when on duty or at a specific post;
- (3) Not conceal any weapons, unless specifically authorized;
- (4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and
- (5) Not consume any alcoholic beverage while armed or within eight (8) hours of the next work period where they will be armed.

g. *Weapons/Equipment Restrictions and Responsibilities.* Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

h. *Rules for the Use of Force (RUF).* In addition to the RUF and ROE training referenced in paragraph (c), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and,

therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

- (1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense;
- (2) Failing to cooperate with Coalition and Host Nation forces;
- (3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm;
- (4) Failing to use a graduated force approach;
- (5) Failing to treat the local civilians with humanity or respect; and
- (6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

i. *Retention and Review of Records.* The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

j. *Contractor Vehicles.* Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble US/Coalition or host nation military and police force vehicles.

k. *Quarterly Reporting.* The prime contractor will report quarterly (i.e. NLT 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract:

- (1) The total number of armed civilians and contractors;
- (2) The names and contact information of its subcontractors at all tiers; and
- (3) A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (c)(5).

(end clause)

PROJECTED AFGHAN EMPLOYMENT

## Projected Afghan Employment

## Collecting &amp; Reporting Employment Statistics

The purpose of this clause is to collect data on the projected number of Afghans employed for the term of the contract. Offerors are required to identify in the space provided below the total projected number of that will be directly employed in the performance of this contract.

“Employment is the total number of Afghan persons expected to be on the payroll (contractors, subcontractors, sub-subcontractors) employed full or part time who received pay for any part of the term of the contract. Temporary and intermittent employees are included, as are any workers who are on paid sick leave, on paid holiday, R&R leave or who work during only part of the pay period.” Enter into spaces provided in item #1. Next enter in the spaces provided in item #2 what is the average number employed throughout the term of the contract. Item #3 An “Afghani-Based Company” is a company (including a subsidiary company) whose principal place of business is located within Afghanistan.

1. Total Afghan (Afghan Residents) Employed:

Afghan: Men \_\_\_\_\_

Afghan: Females \_\_\_\_\_

Total: \_\_\_\_\_

2. Average Afghans (Afghan Residents) Employed:

Afghan: Men \_\_\_\_\_

Afghan: Females \_\_\_\_\_

Total: \_\_\_\_\_

1. Is your company an “Afghan-Based” company? Yes \_\_\_ No \_\_\_. If no, what country is your company registered/incorporated: \_\_\_\_\_.

2. Afghan Company Certification The offeror \_\_\_\_\_ is or \_\_\_\_\_ is not an Afghan owned firm. If the firm is Afghan owned, the Ministry of Trade registration/license number is:

\_\_\_\_\_.

## SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been modified:

**L.4 GENERAL PROPOSAL INFORMATION:**

Comprehensive responses to the requirements of the Request for Proposal (RFP) are necessary to enable the Government to evaluate the offeror's understanding of, capability and approaches to accomplish the stated requirements. The offeror shall provide sufficient detail to substantiate the validity of their offer. General statements that the offeror understands the problem and can or will comply with the requirements of the RFP will be considered inadequate. Clarity and completeness are essential. Data not submitted with the proposal, but submitted previously, or presumed to be known (i.e., previous projects performed for the Government) cannot be considered as part of the proposal. All solicitation amendments must be acknowledged in accordance with FAR 52.215-1, Instructions to Offerors – Competitive Acquisitions. The proposal shall be submitted in hardcopy, one(1) original and three(3) copies as follows:

<b>FACTOR</b>	<b>TITLE</b>	<b>PAGE LIMIT</b>
1	Concept of Support	40 pgs, excluding résumés
2	Experience	20 pgs
3	Past Performance	20 pgs
4	Price	No pg limitation

The Contractor's name and other identifying information shall appear on the cover sheets, i.e. first page of the each part (factor). Factors 1, 2, and 3 shall be contained in their own three ring binder. Factor 4 shall be contained in its own separate three ring binder.

**L.5.3.1 Subfactor 1 (a) Technical Approach including Staffing Plan.** Address Technical Approach including Staffing/Manning Plan by presenting the following: The offeror shall provide a staffing plan, without cost information, for the performance period including option periods. The offeror's staffing plan should identify each position and the required clearances. The offeror should describe its personnel management practices that sustain a qualified and stable staff. The offeror should describe their approach and plan to maintain continuity and capability of Security Liaison Team services. The technical approach must address how any possible organizational conflicts of interest (OCIs) will be mitigated. If an offeror would be expected to quality assure contracts it, its subcontractors, its subsidiaries, its parent corporation, or any related affiliated or partnered corporations currently hold, this would be one example of an OCI. For more discussion on OCIs, see FAR 9.5.

**L.6.3** Address Contract Experience by presenting: detailed information regarding up to Ten (10) fulfilled contracts or for ongoing contracts **or completed contracts** with at least one year of completed performance, including the contract number, whether performed as a Prime or Subcontractor, the percentage of work performed directly by the contractor, award date and

contract type; location(s) of the services provided; price/cost as originally awarded AND final (or projected final, if contract is current); delivery Schedule - original AND final (or projected final, if the contract is current); the address and telephone number for the Government (or commercial) procuring contracting activity AND contract administrative activity (if applicable); the name, telephone number, fax number and e-mail address for the Procuring Contracting Officer (PCO), the Administrative Contracting Officer (ACO) and the Government or commercial contracting activity technical representative or COR; a description of the Offeror's role and activities during the provision of services; a discussion of any management, technical or other challenges associated with provision of the services and what the offeror did to overcome the challenges; and a description of whether or not the contract was completed as per its terms (time and budget).

Offerors may also submit data on prior contracts involving its officers and/or personnel proposed for this action. However, in addition to the other requirements in this section, the offeror shall discuss in detail the role performed by such persons in the prior contracts cited.

Offerors who wish to gain credit for the experience of their subcontractors must submit letters of commitment for the subcontractors.

(End of Summary of Changes)

The following items are applicable to this modification:

### QUESTION & ANSWER SET #3

193. Page 3 at 3.1.6.6 states Contractors will have 45 days to provide all vehicles, yet Question Set #2 Amendment 2 Question 98A gives a 60 day mobilization period. What is the mobilization period?

193A. The mobilization period is amended to 60 days.

194. Question Set #2 Amendment 2 question answer 121A states 450 hours is the estimated annual usage. This is incorrect. The Government anticipates awarding Task Order #1, thus purchasing 450 hours for the first year. Therefore 450 hours is not an annual requirement, but a one-time only 1-year requirement.

194A. Agreed. 450 hours is the number of hours required in task order #1.

195. Reference Amendment 2 Question Set #2 . The organizational conflicts of interest question is now addressed.

195A. Paragraph L.5.3.1 is deleted and replaced as follows:

“L.5.3.1 **Subfactor 1 (a) Technical Approach including Staffing Plan.** Address Technical Approach including Staffing/Manning Plan by presenting the following: The offeror shall provide a staffing plan, without cost information, for the performance period including option periods. The offeror’s staffing plan should identify each position and the required clearances. The offeror should describe its personnel management practices that sustain a qualified and stable staff. The offeror should describe their approach and plan to maintain continuity and capability of Security Liaison Team services. The technical approach must address how any possible organizational conflicts of interest (OCIs) will be mitigated. If an offeror would be expected to quality assure contracts it, its subcontractors, its subsidiaries, its parent corporation, or any related affiliated or partnered corporations currently hold, this would be one example of an OCI. For more discussion on OCIs, see FAR 9.5.”

196. Question Set #2 Amendment 2 question answer 129A does not address whether or not DUKES can only be purchased from the DoD as the questioner claims. Is that purchasing restriction true?

196A. The Government will provide, install and maintain the Electronic Counter Measures (ECM) equipment Government Furnished Equipment (GFE). PWS paragraph 3.1.6.4 is deleted in its entirety and replaced with the new paragraph 3.1.6.4 as follows:

“3.1.6.4 **Vehicle Electronics.** Vehicles shall **be** equipped by the Government with electronic

Counter Measures (ECM) installed. ECM shall be DUKES or equivalent system that is compatible with those used by maneuver forces in the area, and compatible with locally used communication systems. **The ECM equipment will be Government supplied, installed and maintained.** Each vehicle shall be equipped with a compact dash-mounted video camera with ability to record at least 48 hours of video, a CODAN radio system, VHF squad radios for point to point communications, and satellite phone with installed sleeve/charger and external antenna.”

197. Question Set #2 Amendment 2 Question 153A is not clear that the Contractor is responsible for O&M, repair, and replacement, with no down-time allowed on such equipment.

197A. See last sentence in PWS Paragraph 3.1.7.

198. Question Set #2 Amendment 2 question 160 asks page limits for both Past Performance and Experience, yet 160A only addresses Past Performance. Can Offerors also have 20 pages for Experience?

198A. Page limits for both Past Performance and Experience are increased from 10 pages to 20 pages.

199. Reference question Set #2 Amendment 2 question answer 182A which is amended. It is the Government’s intent to award Task Order #1, but the Government can not guarantee that it will be awarded.

200. Reference question Set #2 Amendment 2 question answer 186A answer is amended as follows: PWS paragraph 3.1.3 is deleted in its entirety and replaced with the new PWS paragraph 3.1.3 as follows:

“3.1.3 **Security Liaison Team Shooters** – Normally used to supplement the SLTs beyond the base six personnel described in 3.1.2, the SLT Shooters’ main responsibilities include actions to counter, deter, detect and respond to threats to designated government personnel using their training (skills) and tools such as: Rules for the Use of Force (RUF), Rules of Engagement (ROE), rules regarding Escalation of Force (EOF), threat analysis, personnel security operations, operational security (OPSEC), responsive communications, and integrated team support. Duties will typically involve general convoy security and travel protection including, but not limited to, protection of designated personnel from terrorist or criminal attacks during travel to and from project worksites, static security while engaged in the performance of duties at project worksites; convoy route briefings; convoy command and control; actions upon contact; and vehicular Preventive Maintenance Checks and Services (PMCS) in accordance with the U.S. Army Standards to help ensure maximum readiness of Contractor Furnished vehicles. SLT Shooters will meet U.S. equivalent standards for military occupation series (MOS) 11B at skill level 10 with regards to the skills of marksmanship, individual weapon use, and performance as a member of a fire team during an attack. **AED does not expect SLT shooters to employ, fire, and recover anti-personnel and anti-tank mines, or locate and neutralize mines, or operate, mount/dismount, zero, and engage targets using night vision sight. The SLT Shooter positions are opened to all individuals (men and women) that qualify. AED does expect**

**shooters to be proficient in the use of individual weapons listed in paragraph 7.2.3 on page 33, and be able to perform as a member of a fire team during an attack.”**

201. Reference question Set #2 Amendment 2 question answer 188A is amended as follows: “Per paragraph 3.1.1, operations activities will be performed on the basis of a 16 hour day, seven days a week, with intelligence activities performed 24 hours a day, seven days a week. For the 2 intelligence personnel AED expects that one person be located in the NOC 20 hours per day; therefore, on average each person would work a ten hour shift. One person would be on call for the other 4 hours when not located in the NOC. AED will provide life support for two intelligence staff members and would require the offeror to provide coverage for any leave taking by the two intelligence staff members. AED expects that at least two operations staff members be located in the NOC from 0600 to 1000 when the SLTs are moving to their work sites. The NOC operational staff coverage would be from 0600 to 2200. Movements should only occur during daylight hours. AED expects that one staff member would be sufficient coverage during non-day light hours. AED will provide life support for three operations staff members and would require the offeror to provide coverage for any leave taking by the three operations staff members.”

202. Reference Question Set #2 Amendment 2 question answer 180A is amended as follows: “The contractor and any appropriate subcontractor(s) must hold a SECRET facility clearance approved and accredited by the U.S. Defense Security Service for the performance of this contract. Please note that questions 25, 56 and 67 of question set #1 of amendment 1 answered this question incorrectly.”

203. SLT manning. There is no deputy team leader (TL) in the SLTs. It is suggested that a Deputy TL be inserted to allow for leave rotation. In addition, the standard configuration does not provide a great deal of ‘combat effectiveness’ as it is light on expat PPOs. The addition of a Deputy TL would go some way towards remedying this. Is there a preferred nationality for the ‘shooters’?

203A. The offeror is expected to provide coverage for any leave taking by SLT members including religious holidays. Local national shooters are required and shall be fluent in either Dari or Pashtu, whichever language is more prevalent in the area they will be working.

204. Licenses. AED will be aware that the Afghan MOI is not issuing renewals of AISA licenses pending resolution of the ongoing legislative issues. Will AED accept production of certificates at contract award rather than submission date, or otherwise accept proof that an application is pending?

204A. AED will accept proof that an application is pending at the time of proposal.

205. Reference: Schedule B2 CLIN 0300, 0301

Discussion: Cost per hour for fixed and rotary wing aircraft will be proposed. There is no direct labor CLIN for aircrews or maintenance personnel.

Should the labor costs associated with aircrews be included in the per hour cost that will be provided in CLINs 0300 and 0301, or will the Government make a different CLIN line for aircrews' labor and maintenance personnel?

205A. All aircraft related costs should be included in the per hour costs in B2 CLINs 0300 and 0301.

206. Reference: Schedule B3 CLIN 0005

Discussion: Cost per hour for rotary wing aircraft will be proposed. There is no direct labor CLIN for aircrew or maintenance personnel.

Should the labor and maintenance costs associated with the rotary-wing aircrews and maintenance personnel be included in the per hour cost that will be provided in CLINs 0300 and 0301, or will the Government make a different CLIN line for the aircrew's labor and maintenance personnel?

206A. All aircraft related costs should be included in the per hour costs in B3 CLIN 0005.

207. Reference: Schedule B3 CLIN 0002 NOC Setup

Discussion: There is no Direct Labor CLIN for labor associated with operating and maintaining the NOC equipment, website, etc. The labor categories given only include five people: the DO, the Operations Officer, two Intelligence Analysts, and an AT/FP specialist—none of whom would be qualified to maintain the back-end systems needed for communications, network maintenance, website maintenance, and the other associated IT functions that would be needed in a functional NOC.

Should these labor costs be included in the CLIN line for cost of infrastructure development, or will the Government add another CLIN line for NOC IT personnel?

207A. Include all associated IT operating costs in CLIN 002AD. The government will provide O&M on GFE.

208. Reference: Schedule B3 and Task Order 1, PWS Page 46

Discussion: The solicitation and following amendments have made it clear the Government only wishes the Contractor to provide one aircraft. The operational environment in the AED AO, plus hard-won experience, indicates that, to save lives, there should be some contingency plan in place in the event of an aircraft malfunction or downing.

Will the Government provide a Quick Reaction Force to assist passengers in the event of a downed aircraft?

208A. AED's military operations staff will coordinate contingency plans in the event of an aircraft malfunctions or is downed. However, AED cannot directly provide a Quick Reaction Force.

209. Reference: Schedule B3 and TOW PWS Page 46

Discussion: Current U.S. Government regulations stipulate that no Contractor may have hangar space at Kabul unless they are operating on a Government contract.

Upon award, will the Government allocate sufficient space adjacent to the ramp area at Kabul Airport for the successful Offeror to construct an aircraft hangar?

209A. No. AED is unaware of any US Government restriction on hanger space at Kabul International Airport. As AED does not own any property at the airport, we cannot guarantee that sufficient space will be available to construct a hanger adjacent to the ramp.

210. (Answer #97.A of Amendment 2 touches upon this subject but does not clarify the issue.) Amendment 1 increased the amount of past or current contracts that may be submitted for consideration in Factor 2 – Experience. However, the page limit for this section was not increased from 10 pages. Amendment 2 increased the page limit for Factor 3 – Past Performance, from 10 pages to 20 pages. Was it actually the intention of USACE to double the page limit of Factor 2 instead of Factor 3? A related question is: because the Past Performance Questionnaires called for in Factor 3 will well exceed the 20 page limit now specified (10 contracts, at least 3 pages of questionnaire per contract = at least 30 pages), can bidders merely include these questionnaires as an appendix to this volume? The answer to these two questions has immediate and significant consequences for bidders now structuring their responses; please answer this separately and quickly.

210A. The page limit for Experience is increase from 10 pages to 20 pages. Now both Experience and Past Performance page counts are 20 pages. Past Performance questionnaires are not included in the page count and may be included as an appendix.

211. The RFP states (Section 3.1.2.6) that the SLT Engineer should have an accredited college degree in Engineering or Architecture or at least three years experience in non-residential construction. From the definition of the SLT Engineer it appears the primary responsibility is the control and monitoring of the construction projects. Could this definition also be expanded to include relevant qualifications as: DoD specialist project managers, certified under the international Project Management Professional Program (PMP)?

211A. No. We are asking for QA/QC type personnel, that can also perform engineer reconnaissance or site assessments, to field verify that the contractor is building according to the specifications, standards, and plans, not project managers.

212. Language Certifications (section 5.13.3), this states all bilingual personnel, where English is not their first language must attain a score of 400 on a written and spoken language test (TOEFL). It is unlikely that many of the LN's around remote sites could attain the written component. This may result in the requirement to use LN personal from outside the specific local region; the very rigid tribal allegiances may then compromise the effectiveness of the LN's primary local liaison role. Could this requirement be modified such that only one of the SLT LN's requires the reading component, and the other two only require the spoken component? This would guarantee the use of real locals, demonstrating that we are committed to the local welfare / economy; also ensuring that the locals become committed stakeholders in this venture.

212A. PWS Paragraph 5.13.3 is deleted in its entirety and replaced as follows: **Language Requirement.** All Contractor personnel designated as Ex-patriot or bilingual and not a local

national must be fluent in spoken and written English. A contractor personnel whose native language is not English and designated as Ex-patriot must be fluent in spoken English and must have attained a minimum score of 400 on the paper-based Test of English or a Foreign Language (TOEFL) and result will be maintained in the employee's training records. Contractor personnel who are local nationals must be proficient in basic spoken English but at least one local national on each SLT must have attained a minimum score of 400 on the paper-based test of English or a Foreign Language (TOEFL) and result will be maintained in the employee's training records.

213. Paragraph 3.1.6.6 states "The contractor shall, in coordination with AED, establish a long term rotation plan to swap out the vehicle fleet between the 12th and 15th month of service, and each consecutive year thereafter at approximately the 9th and 12th month. Please clarify what it means to "long term rotation plan to swap." Is it the government's intention to replace the existing fleet of vehicles with a new fleet or rotate the vehicles from the existing sites to different sites to equalize the wear and tear?

213A. Language referencing rotating and swapping out of vehicles is deleted. AED requires full operational use of the contractor provided vehicles 24 hours a day, seven days a week as defined in paragraph 3.1.6 and sub-paragraphs 3.1.6.1 through 3.1.6.6. PWS paragraph 3.1.6.6 is deleted in its entirety and replaced with the new paragraph 3.1.6.6 as follows:

"3.1.6.6 AED will provide secure space to store the **number of vehicles leased** when not in use. The contractor shall be responsible for all repair and maintenance at the contractor's own secure facilities. All expenses related to maintaining and/or repairing the vehicles will be born by the contractor. These vehicles will at a minimum meet security industry standard for level of armament of **B6 Level Armored (minimum)** protection against 7.62 x 51 mm lead core steel jacked bullet. The contractor shall provide all vehicles within 60 calendar days after award of the task order. The contractor will have the surge capability to increase the vehicle fleet by twelve vehicles within 72 hours after the surge is requested anywhere in the AED AO."

214. Both the B.2 and B.3 pricing schedules do not contain a mobilization CLIN. Please clarify if the mobilization funds are not permitted and should be distributed amongst the various line items that apply.

214A. Distribute the mobilization costs amongst the various line items that apply.

215. Paragraph 3.1.1 states that The NOC will communication with Regional Commands (RC) by commercial communications systems linked to contractor personnel in each RC. This requirement is unclear. Does the government require that a contractor personnel be assigned to each Regional Command Center in Afghanistan or is it simply the communications through the net?

215A. AED does not require a contractor personnel to be assigned to each Regional Command Center in Afghanistan. We expect the contractor personnel to communicate with the appropriate Regional Command Center where they are operating.

216. Paragraph 2. on page 12 of the RFP states, “All costs associated with the CLINs in schedules B.2 and B.3 ( “fully burdened rates, including profit” which include overhead, mobilization for pre-priced CLINs, G&A, handling fees, contractor self-vetting of employees, fringes, insurances of all required kinds except DBA insurance, and subcontractor profit) shall be included in the individual unit prices for each of the CLINs in the bidding schedules, except DBA insurance and CMR, which will be separate CLINs in each task order.” Will the Government provide full life support to all contractor employees during the mobilization period?

216A. No. At the NOC location, AED will provide life support during the mobilization period for up to five (5) people. At the each site location AED will provide life support for up to two (2) people during the mobilization period.

217. Paragraph 3.1.6.1 on page 20 of the RFP states, “B6 Level Armored (minimum) vehicles of the same make, model and body type of those most commonly used by Non-governmental organizations and government organizations in the theater of operations.” The paragraph goes on to state ““V” shaped belly pan integrated into sideboards” as a vehicle requirement. The requirements in this paragraph appear to be contradictory. The most prominent make, model and body type of the vehicles used by Non-governmental organizations and government organizations in the theater of operations are B6 armored civilian SUVs such as the Chevrolet Suburban, Ford Excursion, Nissan Patrol, and Toyota Landcruiser. None of these vehicles have the ground clearance necessary to accommodate a full “V” shaped belly pan. Therefore, the contractor would be required to provide traditional style APCs (Granite Rock, Gurkha, Mamba, Reva, Spartan) which are by no means commonly used, are unreliable for remote use in Afghanistan, very high profile, and will cost nearly twice as much as a B6 SUV. Will the Government remove the “V” shaped belly pan requirement as long as the vehicle used has a full B6 capsule capability?

217A. Yes. The “V” shaped belly pan requirement is removed. See answer 213A.

218. Paragraph 3.1.6.4 on page 20 of the RFP requires each vehicle to be equipped with “VHF squad radios for point to point communications.” Paragraph L.5.3.5 on page 84 of the RFP outlines a “variety of transmitting equipment (HF, UHF, VHF or RF)” that offerors can propose as part of their communications plan. Can offerors chose to propose UHF squad radios for point to point communication instead of VHF as cited in Paragraph 3.1.6.4?

218A. The offerors can propose UHF or VHF as long as the radio frequencies are available and compatible with the ECM solution.

219. Paragraph 3.1.6.1 on page 20 of the RFP states, “B6 Level Armored (minimum) vehicles of the same make, model and body type of those most commonly used by Non-governmental organizations and government organizations in the theater of operations.” The paragraph goes on to state ““V” shaped belly pan integrated into sideboards” as a vehicle requirement. Paragraph 3.1.6.5 on page 21 of the RFP states, “Full open shooting ports in window glass at all seating positions (3 per side, 2 at rear); rear facing gunner seat with rear mount for crew served weapon.” These specifications indicate the Government requires a traditional style APC (Granite Rock, Gurkha, Mamba, Reva, Spartan). However, these style vehicles are not commonly used by

Non-governmental organizations and government organizations in the theater of operations. What style vehicle does the Government expect to be used to perform this contract?

219A. The government wants a style that has the same make, model and body type of those most commonly used by Non-governmental organizations and government organizations in the theater of operations. The contractor is to propose, price, and justify a specific model(s).

220. Paragraph 3.1.6.2 on page 20 of the RFP states, "5-speed manual transmission, Four-wheel drive capability, 8-cylinder engine with Snorkel kit intake." Armored vehicles should not be driven through water that requires a snorkel due to the vehicle's increased curb weight. Will the Government remove the snorkel kit intake requirement from the RFP since it is an operational unrealistic requirement? Also, will the Government consider the use of automatic transmission armored vehicles?

220A. No, the snorkel kit requirement will not be removed. Due to the remoteness of some locations creek and river fording may be required. The Government requires standard transmissions.

221. Paragraph 3.1.6.5 on page 21 of the RFP states, "Full open shooting ports in window glass at all seating positions (3 per side, 2 at rear); rear facing gunner seat with rear mount for crew served weapon. All vehicles must have area specific license plates." Does the Government expect each vehicle to be staffed by a rear gunner with a crew served weapon? If so, this will greatly reduce each SLT's ability to carry equipment, etc. considering ECM equipment will also require substantial space in any rear vehicle compartment.

221A. No. The Government only expects the rear vehicle to be staffed by a rear gunner.

222. Paragraph 7.1.1 on page 32 of the RFP states, "The Government will provide full life support for expats and third country nationals including housing, food (meals), water, and electricity. Where available, eligible Contractor employees will be provided use of Government dining facilities, AAFES Exchange services (PX/BX), Morale and Welfare facilities (MWR), Government laundry, and Army Post Office (APO) services." Will the screened and vetted bi-lingual local nationals required to staff each SLT be provided with full life support? If not, does the Government expect these personnel to "commute" to work everyday? Experience in Afghanistan demonstrates that requiring local nationals to commute on a daily basis to an ISAF/CJTF-82 location places an extraordinary risk on the lives of these employees.

222A. Yes, the Government expects the vetted bi-lingual local nationals to commute to work everyday.

223. Paragraph 9.2.5 on page 36 of the RFP states, "If the replacement of key personnel no longer available or if the effort does not occur in a timely manner such that the resultant reduction of productive effort is so substantial as to impair the successful completion of the contract, the contract may be terminated by the Contracting Officer." What is the required replacement time if a key personnel employee resigns? More broadly, what is the required replacement time for all other employees, i.e. non-key personnel?

223A. See paragraph 5.10.4 on page 29 of the RFP. The Government expects there to be no lapse in services provided.

224. Paragraph 2.6.4 on page 46 of the RFP states, “The Contractor shall provide for nationwide satellite tracking of and communication with all vehicles furnished pursuant to this contract throughout Afghanistan.” A number of commercially available satellite tracking systems are not interoperable with certain ECM systems. Will the Government identify the base ECM systems presently in use at each AED location where the SLTs are to be based?

224A. See paragraph 2.6.3 on page 46 of the RFP. The software host for the map-based display must be BCS3 compatible. The BCS3 compatible solution should be compatible with ECM systems presently in use in Afghanistan.

225. Paragraph L.5.3.3.2 on page 83 of the RFP states, “Identify the NOC fielding procedures for reports.” Please provide a further definition of the phrase “NOC fielding procedures for reports.”

225A. The offeror will explain their reporting procedures to timely transmit information from the NOC located in Kabul to SLT field sites.

226. Paragraph L.5.3.5 on page 84 of the RFP requires the offerors to define how their communications plan will achieve interoperability with existing U.S. and ISAF communications systems. How are offerors expected to demonstrate the interoperability of their communication plan when the military uses frequencies that are not available commercially, digital communications, encryption hardware not available commercially, and utilizes other practices such as frequency hopping?

226A. The government expects the offeror to explain how their systems architecture plan will achieve interoperability.

227. M.6.2 on page 92 of the RFP states, “Relevancy is determined by geographic location (proximity to AED’s AO).” Is Iraq considered proximate to AED’s AO for the purposes of establishing a contract’s relevancy?

227A. Experience in Afghanistan is most relevant. Iraq has relevancy, but less relevancy than Afghanistan.

228. Will the contractor be allowed to staff a watch officer position in each of the AED operations rooms at the provincial locations, i.e. Jalalabad, Sharana, Herat, Farah, Kunduz and Mezar-E-Sharif?

228A. No.

229. The Projected Afghan Employment section on page 20 of Amendment 1 still states, “Afghan Company Certification The offeror \_\_\_\_ is or \_\_\_\_ is not an Iraqi owned firm. If the

firm is Iraqi owned, the Ministry of Trade registration/license number is: \_\_\_\_\_.” Please remove Iraqi requirements.

229A. References to Iraqi should be Aghan. Clause H.7 part (3) is deleted and replaced in its entirety as follows:

“(3) One (1) copy of a business license from the **Afghan** Ministry of Trade;”

Also clause Section K, PROJECTED AFGHAN EMPLOYMENT clause is deleted in its entirety and replaced with the following:

“PROJECTED AFGHAN EMPLOYMENT

Projected Afghan Employment

Collecting & Reporting Employment Statistics

The purpose of this clause is to collect data on the projected number of Afghans employed for the term of the contract. Offerors are required to identify in the space provided below the total projected number of that will be directly employed in the performance of this contract.

“Employment is the total number of Afghan persons expected to be on the payroll (contractors, subcontractors, sub-subcontractors) employed full or part time who received pay for any part of the term of the contract. Temporary and intermittent employees are included, as are any workers who are on paid sick leave, on paid holiday, R&R leave or who work during only part of the pay period.” Enter into spaces provided in item #1. Next enter in the spaces provided in item #2 what is the average number employed throughout the term of the contract. Item #3 An “Afghani-Based Company” is a company (including a subsidiary company) whose principal place of business is located within Afghanistan.

1. Total Afghan (Afghan Residents) Employed:

Afghan: Men \_\_\_\_\_

Afghan: Females \_\_\_\_\_

Total: \_\_\_\_\_

2. Average Afghans (Afghan Residents) Employed:

Afghan: Men \_\_\_\_\_

Afghan: Females \_\_\_\_\_

Total: \_\_\_\_\_

3. Is your company an “Afghan-Based” company? Yes \_\_\_ No \_\_\_. If no, what country is your company registered/incorporated: \_\_\_\_\_.

4. Afghan Company Certification The offeror \_\_\_ is or \_\_\_ is not an Afghan owned firm. If the firm is Afghan owned, the Ministry of Trade registration/license number is: \_\_\_\_\_.”

230. The Government’s answer to Question 3. on page 25 of Amendment 1 states, “U.S. Army Corps of Engineers is looking to staff the NOC with five (5) personnel for a 12 month period of performance under the first task order.” How many Operations Officers is the contractor expected to staff at the NOC during the daily 16 hour period of operations?

230A. See question 201.

231. The Government answered affirmatively to Question 8. on page 26 of Amendment 1. The question asked, “Does this mean that at least one Intelligence Analyst will be required in the NOC 24 hours per day, seven days a week?” The Government answer to Question 28. on page 31 of Amendment 1 states, “The intelligence staff (two (2) intelligence analyst) must have a U.S. secret clearance.” Does the Government expect each intelligence analyst to work 12 hours per day?

231A. See question 201.

232. The Government’s answer to Question 9. on page 26 of Amendment 1 states, “At least one other person on the SLT must CLS qualified,” this is in addition to the EMT. However, the Government’s answer to Question 83 on page 43 of Amendment 1 states, “Provide a minimum of one EMT or one qualified combat life saver.” Please provide definitive guidance on whether or not an EMT and a CLS are required per each SLT.

232A. Provide a minimum of one EMT and at least one other person on the SLT must CLS qualified. See question Set 31 answer 9A.

233. The Government’s answer to Question 25. on page 30 of Amendment 1 states, “Yes. The contractor must hold a SECRET facility clearance approved and accredited by the U.S. Defense Security Service for the performance of this contract.” Additionally, the Government’s answer to Question 56. on page 39 of Amendment 1 states, “Yes. The contractor must hold a SECRET facility clearance approved and accredited by the U.S. Defense Security Service for the performance of this contract.” However, the Government’s answer to Question 67. on page 40 of Amendment 1 states, “The bidding company will not need a facilities clearance.” Solicitation W917PM-08-R-0001 requires the employees of the contractor to access U.S. classified information and thus the contractor must have an FCL in accordance with the DD254 Form provided in the RFP and also in accordance with the NISPOM. Please confirm that a SECRET facility clearance approved and accredited by the U.S. Defense Security Service is required for the performance of the resulting contract.

233A. Yes, a SECRET facility clearance approved and accredited by the U.S. Defense Security Service is required for the performance of the resulting contract. See question 202.

234. The Government's answer to Question 40. on page 33 of Amendment 1 states, "Yes. The requirement will be changed to state up to ten contracts for work that has been completed for one year of performance if the contract is still on-going, or a completed contract." Will the Government increase the page count from 10 pages to 20 pages for Factor 2 – Experience in light of its decision to allow twice as many contracts to demonstrate contract experience?

234A. Yes. See question 210. Additionally, the above contract language is changed to: "Yes. The requirement will be changed to state up to ten contracts for work that has been ongoing for at least one year of performance if the contract(s) is still on-going, or a completed contract."

235. The Government's answer to Question 42. on page 34 of Amendment 1 states, "Offerors shall submit the Past Performance Questionnaires with their proposal submission." Will the Government allow these Past Performance Questionnaires to be included as an appendix to Factor 3 – Past Performance, thus outside of the page limit established for the Factor?

235A. Yes. See question 210.

236. The Government's answer to Question 42. on page 25 of Amendment 2 states, "AED is only requiring the fielding of one AT/FP specialist." Yet the RFP - prescribed coverage period for the AT/FP position is 16 hours a day/7 days a week. Please clarify if it is the Government's intent to place one AT/FP specialist on duty at any given time during the 16 hour daily work period?

236A. See Paragraph 2.2.4. AT/FP services are required seven (7) days per week, and will generally be performed during AED duty hours. AED duty hours are from 0700 to 1800, except Fridays which are from 0800-1200.

237. Reference: Response to question #88 / Response to question #108

Discussion: The response indicated that VHF communication systems installed in the SLT team vehicles need to be coalition compatible and able to accept secret encryption. Response to question #108 states that "AED does not require the contractor to provide COMSEC equipment for this task order."

Does this mean that VHF communication systems for task order #1 do NOT need to be able to accept secret encryption?

237A. AED requires the communication systems installed be able to accept secret encryption. AED will maintain COMSEC equipment needed for the secret encryption.

238. Reference: Section B

Discussion: There is no CLIN to charge costs incurred for NOC IT technical maintenance and general IT systems support

Will all technical maintenance and system operations will be performed by USACE AED personnel after initial NOC set up and launch?

238A. AED will perform maintenance on GFE equipment. The contractor is responsible for maintenance and operation of contractor provided equipment.

239. If AED personnel should wreck one of the Contractor supplied vehicles who will pay for the repairs to the damaged vehicle?

239A. The contractor is to insure all vehicles issued under this contract. AED is not responsible for the cost of repairs for its negligent acts while driving. This must be figured into the price offered in the pricing schedule.