

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 101
2. CONTRACT NO.	3. SOLICITATION NO. W917PM-08-R-0030	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 17 Feb 2008	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY AFGHANISTAN ENGINEER DISTRICT US ARMY CORPS OF ENGINEERS KABUL APO AE 09356		CODE W917PM	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE
TEL:		FAX:		TEL:	
FAX:		FAX:		FAX:	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if Hand carried, in the depository located in _____ Until 5 PM local time 18 March 2008
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME James Sinclair	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS James.R.Sinclair@usace.army.mil
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO. DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Dollars, U.S.		
	BASE YEAR FFP				
	All services to be furnished under this contract shall be ordered by issuance of task orders by authorized individuals. All work performed under each Task Order shall be in accordance with the associated Statement of Work. Such orders shall be issued using the accepted proposed labor rates shown in Schedule B.2 herein. FOB: Destination				
				NET AMT	\$30,000,000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Dollars, U.S.		
	OPTION PERIOD 1 FFP				
	All services to be furnished under this contract shall be ordered by issuance of task orders by authorized individuals. All work performed under each Task Order shall be in accordance with the associated Statement of Work. Such orders shall be issued using the accepted proposed labor rates shown in Schedule B.2 herein. FOB: Destination				
				NET AMT	\$35,000,000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	OPTION PERIOD 2 FFP	1	Dollars, U.S.		

All services to be furnished under this contract shall be ordered by issuance of task orders by authorized individuals. All work performed under each Task Order shall be in accordance with the associated Statement of Work. Such orders shall be issued using the accepted proposed labor rates shown in Schedule B.2 herein.
 FOB: Destination

NET AMT

\$35,000,000

SCHEDULE B.2
SECURITY SERVICES
PRICING SCHEDULE

INDEFINITE-DELIVERY, INDEFINITE QUANTITY (IDIQ)
CONTRACT FOR RECONSTRUCTION SECURITY SUPPORT SERVICES (RSSS),
AFGHANISTAN ENGINEER DISTRICT

I. BASE ORDERING PERIOD

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE
DIRECT LABOR – Team Rates				
0100	Security Liaison Teams (SLTs)			
0100AA	Security Liaison Team – Daily Rate	1	DAY	\$ _____
0100AB	Security Liaison Team – Weekly Rate	1	WK	\$ _____
0100AC	Security Liaison Team – Monthly Rate	1	MO	\$ _____
	<i>(Security Liaison Team includes one ex-patriot team leader, one engineer, one medic, and 3 bi-lingual local nationals totaling six personnel. Additional security personnel charged separately.)</i>			
0101	Security Liaison Shooter			
0101AA	Security Liaison Shooter – Daily Rate	1	DAY	\$ _____
0101AB	Security Liaison Shooter – Weekly Rate	1	WK	\$ _____
0101AC	Security Liaison Shooter – Monthly Rate	1	MO	\$ _____
0102	Fixed Site / Static Security Supervisor			
0102AA	FSSS Supervisor – Daily Rate	1	DAY	\$ _____
0102AB	FSSS Supervisor – Weekly Rate	1	WK	\$ _____
0102AC	FSSS Supervisor – Monthly Rate	1	MO	\$ _____
0103	Fixed Site / Static Security Guard			
0103AA	FSSS Guard – Daily Rate	1	DAY	\$ _____
0103AB	FSSS Guard – Weekly Rate	1	WK	\$ _____
0103AC	FSSS Guard – Monthly Rate	1	MO	\$ _____

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE
OTHER DIRECT COSTS				
200	Armored Vehicle – Non-Tactical for Contractor use/control <i>(cost for vehicles includes scheduled maintenance, repair, any insurance, licensing and registration, vehicle transponder and any airtime/usage fees)</i>			
0200AA	Armored Vehicle – Non-Tactical, Daily Rate	1	DAY	\$ _____
0200AB	Armored Vehicle – Non-Tactical, Weekly Rate	1	WK	\$ _____
0200AC	Armored Vehicle – Non-Tactical, Monthly Rate	1	MO	\$ _____
201	Armored Vehicle – Non-Tactical for AED use/control <i>(cost for vehicles includes scheduled maintenance, repair, any insurance, licensing and registration, vehicle transponder and any airtime/usage fees)</i>			
0201AA	Armored Vehicle – Non-Tactical, Daily Rate	1	DAY	\$ _____
0201AB	Armored Vehicle – Non-Tactical, Weekly Rate	1	WK	\$ _____
0201AC	Armored Vehicle – Non-Tactical, Monthly Rate	1	MO	\$ _____
0300	Aircraft – Fixed Wing			
0300AA	Aircraft – Fixed Wing, Hourly Rate	1	HR	\$ _____
0300AB	Aircraft – Fixed Wing, Monthly Rate, 0-50 hrs	1	MO	\$ _____
0300AC	Aircraft – Fixed Wing, Monthly Rate, >50 hrs	1	MO	\$ _____
0301	Aircraft – Rotary Wing			
0301AA	Aircraft – Rotary Wing, Hourly Rate	1	HR	\$ _____
0301AB	Aircraft – Rotary Wing, Monthly Rate, 0-50 hrs	1	MO	\$ _____
0301AC	Aircraft – Rotary Wing, Monthly Rate, >50 hrs	1	MO	\$ _____

II. OPTION YEAR 1

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE
DIRECT LABOR – Team Rates				
0100	Security Liaison Teams (SLTs)			
0100AA	Security Liaison Team – Daily Rate	1	DAY	\$ _____
0100AB	Security Liaison Team – Weekly Rate	1	WK	\$ _____
0100AC	Security Liaison Team – Monthly Rate	1	MO	\$ _____
	<i>(Security Liaison Team includes one ex-patriot team leader, one engineer, one medic, and 3 bi-lingual local nationals totaling six personnel. Additional security personnel charged separately.)</i>			
0101	Security Liaison Shooter			
0101AA	Security Liaison Shooter – Daily Rate	1	DAY	\$ _____
0101AB	Security Liaison Shooter – Weekly Rate	1	WK	\$ _____
0101AC	Security Liaison Shooter – Monthly Rate	1	MO	\$ _____
0102	Fixed Site / Static Security Supervisor			
0102AA	FSSS Supervisor – Daily Rate	1	DAY	\$ _____
0102AB	FSSS Supervisor – Weekly Rate	1	WK	\$ _____
0102AC	FSSS Supervisor – Monthly Rate	1	MO	\$ _____
0103	Fixed Site / Static Security Guard			
0103AA	FSSS Guard – Daily Rate	1	DAY	\$ _____
0103AB	FSSS Guard – Weekly Rate	1	WK	\$ _____
0103AC	FSSS Guard – Monthly Rate	1	MO	\$ _____

CLIN	DESCRIPTION	QTY	UNIT	PRICE
OTHER DIRECT COSTS				
200	Armored Vehicle – Non-Tactical for Contractor use/control <i>(cost for vehicles includes scheduled maintenance, repair, any insurance, licensing and registration, vehicle transponder and any airtime/usage fees)</i>			
0200AA	Armored Vehicle – Non-Tactical, Daily Rate	1	DAY	\$ _____
0200AB	Armored Vehicle – Non-Tactical, Weekly Rate	1	WK	\$ _____
0200AC	Armored Vehicle – Non-Tactical, Monthly Rate	1	MO	\$ _____
201	Armored Vehicle – Non-Tactical for AED use/control <i>(cost for vehicles includes scheduled maintenance, repair, any insurance, licensing and registration, vehicle transponder and any airtime/usage fees)</i>			
0201AA	Armored Vehicle – Non-Tactical, Daily Rate	1	DAY	\$ _____
0201AB	Armored Vehicle – Non-Tactical, Weekly Rate	1	WK	\$ _____
0201AC	Armored Vehicle – Non-Tactical, Monthly Rate	1	MO	\$ _____
0300	Aircraft – Fixed Wing			
0300AA	Aircraft – Fixed Wing, Hourly Rate	1	HR	\$ _____
0300AB	Aircraft – Fixed Wing, Monthly Rate, 0-50 hrs	1	MO	\$ _____
0300AC	Aircraft – Fixed Wing, Monthly Rate, >50 hrs	1	MO	\$ _____
0301	Aircraft – Rotary Wing			
0301AA	Aircraft – Rotary Wing, Hourly Rate	1	HR	\$ _____
0301AB	Aircraft – Rotary Wing, Monthly Rate, 0-50 hrs	1	MO	\$ _____
0301AC	Aircraft – Rotary Wing, Monthly Rate, >50 hrs	1	MO	\$ _____

III . OPTION YEAR 2

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE
0100	Security Liaison Teams (SLTs)			
0100AA	Security Liaison Team – Daily Rate	1	DAY	\$ _____
0100AB	Security Liaison Team – Weekly Rate	1	WK	\$ _____
0100AC	Security Liaison Team – Monthly Rate	1	MO	\$ _____
	<i>(Security Liaison Team includes one ex-patriot team leader, one engineer, one medic, and 3 bi-lingual local nationals totaling six personnel. Additional security personnel charged separately.)</i>			
0101	Security Liaison Shooter			
0101AA	Security Liaison Shooter – Daily Rate	1	DAY	\$ _____
0101AB	Security Liaison Shooter – Weekly Rate	1	WK	\$ _____
0101AC	Security Liaison Shooter – Monthly Rate	1	MO	\$ _____
0102	Fixed Site / Static Security Supervisor			
0102AA	FSSS Supervisor – Daily Rate	1	DAY	\$ _____
0102AB	FSSS Supervisor – Weekly Rate	1	WK	\$ _____
0102AC	FSSS Supervisor – Monthly Rate	1	MO	\$ _____
0103	Fixed Site / Static Security Guard			
0103AA	FSSS Guard – Daily Rate	1	DAY	\$ _____
0103AB	FSSS Guard – Weekly Rate	1	WK	\$ _____
0103AC	FSSS Guard – Monthly Rate	1	MO	\$ _____

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE
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OTHER DIRECT COSTS

200 Armored Vehicle – Non-Tactical for Contractor use/control
(cost for vehicles includes scheduled maintenance, repair, any insurance, licensing and registration, vehicle transponder and any airtime/usage fees)

0200AA	Armored Vehicle – Non-Tactical, Daily Rate	1	DAY	\$ _____
0200AB	Armored Vehicle – Non-Tactical, Weekly Rate	1	WK	\$ _____
0200AC	Armored Vehicle – Non-Tactical, Monthly Rate	1	MO	\$ _____

201 Armored Vehicle – Non-Tactical for AED use/control
(cost for vehicles includes scheduled maintenance, repair, any insurance, licensing and registration, vehicle transponder and any airtime/usage fees)

0201AA	Armored Vehicle – Non-Tactical, Daily Rate	1	DAY	\$ _____
0201AB	Armored Vehicle – Non-Tactical, Weekly Rate	1	WK	\$ _____
0201AC	Armored Vehicle – Non-Tactical, Monthly Rate	1	MO	\$ _____

0300 Aircraft – Fixed Wing

0300AA	Aircraft – Fixed Wing, Hourly Rate	1	HR	\$ _____
0300AB	Aircraft – Fixed Wing, Monthly Rate, 0-50 hrs	1	MO	\$ _____
0300AC	Aircraft – Fixed Wing, Monthly Rate, >50 hrs	1	MO	\$ _____

0301 Aircraft – Rotary Wing

0301AA	Aircraft – Rotary Wing, Hourly Rate	1	HR	\$ _____
0301AB	Aircraft – Rotary Wing, Monthly Rate, 0-50 hrs	1	MO	\$ _____
0301AC	Aircraft – Rotary Wing, Monthly Rate, >50 hrs	1	MO	\$ _____

-END SECTION-

**SCHEDULE B.3
TASK ORDER 1**

Contractor shall provide a price for all items. The Government will evaluate the Contractor's entire proposal to determine which proposal represents the best value to the Government.

CLIN	Description	Qty	Unit	Unit Price	Total Amount 12 Months
0001	NOC Staff (5 NOC personnel for 12 Mo) (See SOW section 2.2)				
0001AA	Director Operations	12	MO	\$ _____	\$ _____
0001AB	Operations Officers	12	MO	\$ _____	\$ _____
0001AC	Intelligence Analyst (Two Required))	12	MO	\$ _____	\$ _____
0001AD	AT/FP	12	MO	\$ _____	\$ _____
	TOTAL NOC Staff				\$ _____
0002	NOC setup				
0002AA	Vehicle Tracking Transponder	35	LS	\$ _____	\$ _____
0002AB	Transponder Monitoring Equipment	1	LS	\$ _____	\$ _____
0002AC	Vehicle Tracking Software	1	LS	\$ _____	\$ _____
0002AD	Website Infrastructure Development	1	LS	\$ _____	\$ _____
	TOTAL NOC Setup				\$ _____
0003	EIGHT (8) SLT for 12 Mo. <i>(Each Basic Security Liaison Team includes the core team of six personnel(one ex-patriot team leader, one engineer, one medic, and 3 bi-lingual local nationals) plus 4 Shooters.</i>				
0003AA	8 SLT TEAMS for 12 Mo.	12	MO	\$ _____	\$ _____
0003AB	32 SHOOTERS for 12 Mo.	12	MO	\$ _____	\$ _____
	TOTAL EIGHT (8) SLT 12 Mo.				\$ _____
0004	Armored Non-Tactical Vehicles Lease and Maintenance Charges -- 32 Vehicles for 12 Mo.	12	MO	\$ _____	\$ _____
0005	Rotary Air time (per flight hour)	450	HR	\$ _____	\$ _____
0006	Vehicle Tracking Satellite Airtime (monthly airtime cost for 35 vehicles)	12	MO	\$ _____	\$ _____
0007	DBA Insurance	1	LS	\$ _____	\$ _____
0008	Contractor Manpower Reporting (CMR) Per task order – annually	1	LS	\$ _____	\$ _____

0009 Contractor Travel in AED AO (Where Government billeting and dining facilities are not available.)	1	LS	\$50,000 NTE
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TOTAL BASE PROPOSAL ITEMS \$_____

(total of all above costs – includes costs of vetting Contractor’s personnel and compliance with all regulatory requirements in Afghanistan)

-END SECTION-

B.4 TYPE OF CONTRACT

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract. Firm Fixed Price task orders will be issued under the terms, conditions and pricing of this IDIQ. The minimum guarantee amount under this contract is \$500,000.00. The Contracting Officer will execute and issue Task Orders using the negotiated prices in Tables B.2 above. Option periods can be exercised early to contract large task orders resulting in an overall contract period of less than three calendar years.

B.5 PROPOSAL SCHEDULE NOTES

Offeror shall submit prices on all items. All pricing shall be based upon Contractor operations inside Afghanistan.

1. Only one contract for the entire schedule will be awarded under this solicitation. This project will be awarded as an Indefinite Delivery Indefinite Quantity (IDIQ) Single Award Task Order Contract (SATOC). This Proposal Schedule is an accounting tool for allocating funds to applicable budget and prices given are binding on the contractor. Non-pre-priced items will be negotiated on a task order by task order basis.
2. 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. The Government will negotiate non-pre-priced items on a task order by task order basis.

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT**1.0 GENERAL**

1.1 It is the intention of the Government to award one Indefinite Delivery, Indefinite Quantity (IDIQ) Contract to one Private Security Company (PSC) who has demonstrated they are capable of providing services in the AED areas of operation as identified throughout this document. This is a general purpose IDIQ contract capable of fulfilling a wide variety of security needs beyond the limits of CLINs listed in schedule B.2. Specific requirements for individual work site locations shall be specified in each task order where required.

This Performance Work Statement sets forth the general requirements for the performance of a comprehensive security, operations and intelligence service to secure and account for AED personnel and provide construction quality assurance activities, that include, but are not limited to: nationwide operational oversight, intelligence gathering and analysis, production of intelligence products, convoy transportation and security, personal protective services, static site security, community liaison activities, local atmospherics, supply and maintenance of armored vehicles, establishment, maintenance and management of a nationwide, visual map-based satellite tracking product, establishment, maintenance and management of a nationwide voice and text communication network, possible vetting of third-party employees, and other items as required under this indefinite-delivery indefinite-quantity contract.

Task Order Statements of Work will vary for each new requirement, depending on the specific security needs. Pricing schedules will also be included with each task order. The Contractor will 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 that will be described in separately issued task order statements of 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.

1.2 The Contractor shall furnish the Government with required reports (See Statement of Work for Task Order #1) and other information and data together with supporting materials in order to substantiate the quality and accuracy of the services provided and the work performed. The Contractor shall maintain and make accessible to the Government's representatives any cost accounting information required by the contract and as required by the Federal Acquisition Regulations (FAR) and its applicable supplemental regulations. During the prosecution of the work, the Contractor shall provide the professional supervision and quality control that is necessary in order to assure the accuracy, quality, completeness, and progress of the services provided and the work performed.

1.3 The Contractor shall maintain at all times the confidentiality of proprietary information pertaining to other Contractors, service providers or Contractor firms with whom its employees

come into contract during the course of their performance of work pertaining to this contract or as the result of working in proximity to such information. All Contractor employees will 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 Contractor shall provide necessary management personnel for all planning, mobilization, start-up and implementation of a comprehensive security management team that provides security program management, anti-terrorism support and analysis, movement/escort security, and close personal protection. The costs for this section shall be included in the CLIN prices in schedule B.2.

1.6 The period of performance of this contract shall be one base year plus two option years.

2.0 DEFINITIONS

2.1 ACT OF GOD. An act of uncontrollable and unpredictable force such as a storm, flood, or other act of nature.

2.2 ANTI-TERRORISM/FORCE PROTECTION (AT/FP) SPECIALIST. Contractor personnel tasked to advise on matters impacted by the full spectrum of threats within theater which can impact the security of AED personnel and assets.

2.3 ARMORED VEHICLES. An armored vehicle (AV) is one that the entire passenger compartment is enclosed in lightweight composite armors that are impervious to all handgun and submachine gun munitions up to and including .30 caliber/ 7.62mm, i.e. B6 level.

2.4 CONTRACTOR. Contractor and its subcontractors at any tier.

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

2.6 CRIMINAL ACT. A violation of a criminal law.

2.7 DEADLY FORCE. That force which is intended or is likely to cause death or a grave injury that may result in death.

2.8 DISABLED. Damaged, worn out, or malfunctioning.

2.9 EX-PAT. Those personnel who are of the same nationality as the contracting government, except soldiers and federal workers.

2.10 LOCAL NATIONAL (LN). Those personnel who are indigenous to the AO.

2.11 THIRD COUNTY NATIONAL (TCN). Those personnel of a separate nationality to both the contracting government and the AO.

2.12 EMERGENCY MEDICAL CARE. See section H paragraph H.5.

2.13 FAIR WEAR AND TEAR. The deterioration of equipment attributed to normal usage considering local conditions.

2.14 FORCE PROTECTION TEAM. Team consisting of security advisors, planners, coordinators, and specialists responsible for overall security of AED personnel.

2.15 AED PERSONNEL. Referenced as “personnel” for which services are being rendered.

2.16 AED. *Reference to the AFGHANISTAN ENGINEER DISTRICT* headquartered in Kabul with offices throughout Afghanistan .

2.17 GUN PLATFORM (GP). A gun platform (GP) is an armored vehicle with the ability to shoot from both sides and rear of the vehicle.

2.18 HOSTILE ACT. An act of war.

2.19 HOSTILE INDIVIDUALS. Hostile individuals are all people that commit, threaten to commit, or support hostile acts against AED personnel and AED/Security Force personnel.

2.20 HUB. Locations from which contractors will start assigned air missions.

2.21 MINOR MEDICAL CARE. First-Aid, non surgical, non recurring field-level care.

2.22 PERSONAL SECURITY DETAILS. (Close Protection Details) Bodyguards and security advisors.

2.23 RULES FOR THE USE OF FORCE (RUF). Term used for non-Military entities when an accelerated show of force against possible enemy action or imminent threat is used. The following are graduated techniques to use that will not unnecessarily endanger you or others:

2.23.1 **Shout.** Verbal warning to halt

2.23.2 **Shove.** Physically restrain, block access, or detain

2.23.3 **Show.** Your weapon and demonstrate intent to use

2.23.3 **Shoot.** To remove the threat only where necessary. Fire only aimed shots so as not to harm innocent bystanders

2.24 SECURITY LIAISON TEAMS. Contractor personnel specifically responsible for providing security for AED personnel during travel to, from, and at construction sites anywhere in AED area of operations. Responsible for construction site assessment when not performing security mission for AED personnel.

2.25 SECURITY PROGRAM MANAGEMENT. Contractor personnel responsible for supervision and administration of security forces.

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

2.27 STATIC SECURITY GUARDS (POSTED AND PATROLLING). Contractor personnel responsible for providing physical protection of facilities, personnel, property and materials.

2.28 THREAT ENVIRONMENT. The level and type of enemy and or hostile activity in the AED area of operations.

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

3.0 SERVICES TO BE PERFORMED

3.1 THE CONTRACTOR MAY BE REQUIRED TO PERFORM ALL OR PART OF THE FOLLOWING:

3.1.1 National Operations Center. The National Operations Center (NOC) will provide a focal point for AED operations countrywide. It will coordinate AED efforts by being the central collection and dissemination center of operational information. The NOC will track convoys, disseminate threat warning information to all AED personnel, and identify those factors that impact the reconstruction effort. The NOC will communicate with Regional Commands (RC) by commercial communication systems linked to contractor personnel in each RC. This arrangement will provide parallel monitoring and reporting of reconstruction issues to the NOC and will allow for contractor reported information to reach coalition forces at all levels. 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. The NOC will be required to perform operations, intelligence analysis and forecast, logistics, and personnel functions in support of the Contract.

3.1.2. Security Liaison Team (SLT): Contractor shall provide teams at specific AED offices throughout the AED AO to perform security functions as listed herein. During periods when there is no requirement to provide security for AED personnel, SLT personnel shall provide reporting of physical facilities, community information, and construction status of AED Projects within their specific Area of Operations (AO). Construction status reports will address progress, quality and safety. Once construction begins at a site, the site will be visited by the SLT at least monthly. Typical team will consist of ten members, however, contractor will determine size of

each team based upon projected team location, threat level in that area and anticipated risk. The price is based on a team six of 6, to be supplemented by Security Liaison Team Shooters.

3.1.2.1 Each SLT must have three members of the team fluent in English and the language indigenous to the team's primary area of operations (Dari or Pashtu). These team members will assist the SLT Engineer in efforts to liaise with the local community. Local nationals (LNs) are to be used because they can best assess the situation and interact with the local population.

3.1.2.2 SLT personnel may be called upon to augment guard services or other security assignments within their capabilities. All Contractor employees under this SOW must meet, at a minimum, the reliability factors outlined in AR 190-56: The Army Civilian Police and Security Guard Program (refer to chapter 3, Individual Reliability Program). The Contractor is responsible for conducting the appropriate criminal and financial background checks (refer to AR 190-56, chapters 2 and 3) to ensure all employees meet the legal requirements to perform as security officers

3.1.2.3 SLT missions will be performed 7 days per week routinely 16 hours per day or as daylight permits safe operations. Emphasis is on daylight missions but there may be the possibility that completion may occur after daylight hours.

3.1.2.4 SLT personnel must have experience in planning, coordinating, and implementing activities similar to specific duties listed for each position. All Third Country National (TCN) personnel and Coalition Force (CF) country personnel must undergo due diligence and positive vetting by the Contractor to include a positive U.S. State Department (or other country equivalent) check of criminal history. A background check and thorough vetting process for Host Country Local National (LN) employees will be required.

3.1.2.5 **Emergency Medical Personnel.** The Contractor shall provide an emergency medical response capability as part of the motorcade during movement. The Emergency Medical Technician (EMT) will be tasked with providing first response to medical situations and providing an alternate mode of evacuation should the principle vehicle become inoperable. Provide a minimum of one EMT and one CLS (Combat Life Saver) qualified individual per team.

3.1.2.6 **SLT Engineer:** The SLT Engineer should have an accredited college degree in Engineering or Architecture or at least 3 years of experience in non-residential construction. A SLT secondary task is to gather critical information to facilitate safe and secure execution of the reconstruction mission under the guidance of the SLT Engineer. Contractor will conduct liaison operations to fill critical information gaps in support of the mission under the direction of the AED S2. SLT, under guidance of bi-lingual LNs and SLT Engineer, will conduct site visits to assess the threat and local atmospherics prior to start of projects and during construction by establishing relationships of trust with the local tribal leaders, sheiks, or Provincial Governors to verify ground truth. The SLT Engineer will identify civil affairs projects to enhance construction projects. Each SLT Engineer is required to take three classes listed below from the AED prior to participating in SLT missions. The contractor will not be charged for these classes.

- 1) The Construction Quality Management (CQM) training course, which is offered to contractors' quality control personnel for the purpose of explaining AED's contractual requirements for contractor quality control.
- 2) A Quality Assurance Representative (QAR) course, which will address the duties, responsibilities and limited authorities of a QAR. The duties detailed in this course will include effective photography and reporting.
- 3) An AED safety course, which will provide an overview of common safety violations in Afghanistan.

Each project in the SLT Engineer's AO will have an AED Project Engineer lead. Prior to each mission and after completing each mission, the SLT Engineer will meet with the AED Project Engineers that are responsible for the various construction projects relevant to the mission. These meetings will be in-person if possible and otherwise by telephone or email. The purpose of the pre-mission meetings is to give the AED Project Engineers an opportunity to update the SLT Engineers on the expected progress of the projects (as reported by the contractors), the critical components of construction that require inspection for progress and/or quality, and the likely aspects of construction site safety that require inspection. The purpose of post-mission meetings is to give the SLT Engineer the opportunity to brief the AED Engineers on jobsite findings. The SLT Engineers will also supply the AED Engineers with photographs and written reports in a format specified by the AED. The SLT Engineer is not to direct the construction contractor to do anything. He is only to observe.

3.1.2.6.1 Engineer Reporting, Part I – Preliminaries and Executive Summary. Contractor will ensure the following information is provided for all site visits conducted in the absence of AED personnel: (1) Task Request Number, (2) project number (description if no number is assigned), (3) SLT Report Number, (4) Date of Report, (5) LIR number, (6) Project Name / Target, (7) Map, (8) Grid reference/area, (9) Date, Time, Group (DTG) of mission, (10) Time on Project/Target, (11) Time off Project / Target, (12) SLT Number, (13) Number of vehicles, (14) Case History/Background, (15) Site Information (detailed in 2.3.3.6.2), (16) Construction Progress, Quality Assurance and Safety (detailed in 2.3.3.6.3), and (17) Executive Summary.

3.1.2.6.2 Engineer Reporting, Part II – Site Information. Contractor will ensure the following information is provided for all site visits conducted in the absence of AED personnel: (1) Description of approach routes, (2) Choke points in immediate area of site, (3) Neighborhood, (4) Tribal/Ethnic Background, (5) Local Attitude, (6) Key Personalities/Groups, (7) Location, (8) Main Photo of site, (9) Associated Complexes, (10) External Layout, (11) Internal Layout, (12) Main Threat at Site, (13) Security Measures in Place at the Site, (14) Vulnerabilities at Site, (15) Safe Haven at Site, and (16) Other Significant Information.

3.1.2.6.3 Engineer Reporting, Part III – Construction Progress, Quality Assurance and Safety. Each of the following will be documented in a written report using a format specified by the AED and supplemented with photographs as appropriate. (1) Presence or absence of the quality control manager and safety manager, (2) List of contractors present (including subcontractors), (3) Confirmation that the contract specifications, drawings, QC Plan, and Accident Prevention Plan are available on-site, (4) Description of any work in progress, (5) Estimates for the "percentages complete" for scheduled activities and/or contract line items as provided by the AED Project Engineer, (6) Concerns about non-compliance with contract specifications and drawings, (7) Construction deficiencies, (8) Description or concern pertaining

to the contractor's quality control activities, (9) Details of any project-relevant discussions with the contractor personnel, (10) Weather, (11) Safety violations or concerns, and (12) any additional information as agreed at the pre-mission meeting with the AED Project Engineer. The report and photographs for each construction site will be briefed in-person or by telephone to each associated AED Project Engineer.

3.1.2.7 Patrol Report Requirements, Part I - Required Information. For all patrols intended to provide reconnaissance information to the Director of Operations, the following information shall be provided: (1) Task Request Number, (2) Project Number, (3) SLT Report Number, (4) Date of Report, (5) LIR number, (6) Project Name / Target, (7) Map, (8) Grid reference/area, (9) DTG of mission, (10) Time on Project/Target, (11) Time off Project / Target, (12) SLT Number, (13) Number of vehicles, (14) Target Area Overview, (15) Route Out – i. Route Legs, ii. Activity, iii. Choke Points/Obstacles, iv. Check Points, v. Significant Locations, vi. Communication Performance, vii. Nearest Emergency Medical Facility, viii. Actions On – Significant Location, ix. Flash Points, x. Final FRV, xi. Detail ERV – (a) Route Back, (b) Main Threat on Route, (3) Areas of highest Threat on Route, xii. Route Recommendations – (a) Best Primary, (b) Alternates, and (c) Other Relevant Information, (16) Main Threat in General Area of Operations, (17) Encounters with Local Population, (18) Encounters with Hostile Personalities, (19) Encounters with non-hostile armed groups, (20) Other Significant Information, (21) Conclusion, and (22) Acknowledgement.

3.1.2.7.1 Patrol Report Requirements, Part II – Identification of Passengers and Equipment. For all missions wherein a member of AED is escorted off of a secure compound, this report must be filed with the Director of Operations 12 hours prior to movement and must include the following items: (1) SLT number, (2) Communication Equipment/Frequencies, (3) Vehicular Descriptions, (4) Description of Vehicle Passenger Composition, (5) SLT Member Identification Number, (6) Name of Passenger Transported, (7) Blood Type for all Passengers, and (8) Identification Information.

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.

3.1.4. Fixed Site/Static Security. AED requires a guard force capable of providing professional, static/physical security guard services for Government and Contractor personnel and civilian and Government property. Duties include physical protection of government facilities, government personnel, government property, and government materials to include actions to deter, detects,

assess, delay and respond to threats through physical over-watch, static or mobile surveillance, foot or vehicle patrol activities at designated sites and escort duties. Services may also include checking identifications at entrance control points, contacting escorts, issuing visitors badges, and conducting physical searches of individuals. These personnel should be experienced with small arms and basic military customs and courtesies.

3.1.5. Self-Vetting Services. The Contractor will utilize the standards IAW ISAF/CJTF-82 Entry Control Badging Policies, to properly vet all Local Nationals and third country nationals it intends to hire, as well as conduct prescreening interviews of potential employees to determine if any condition is present to preclude them from being hired. Contractor is responsible for vetting contractors' personnel only and there is no separate CLIN for this service. It is implicit in the established CLINs.

3.1.6. Vehicles for Contractor. The contractor shall provide armored vehicles for Contractor use and secure transportation services via armored vehicles for the Afghanistan Engineer District (AED). The contractor vehicles must be operational 24 hours a day, and 7 days a week in Afghanistan. The Contractor shall be responsible for all routine and non-routine maintenance and repair services, as well as all insurance, licensing, and registration costs. Contractor must price in each vehicle the cost of backup capacity that is necessary to guarantee there is no down-time for vehicle maintenance. In other words, if four vehicles are paid for, there must at all times be four vehicles ready and fully operational, regardless of maintenance issues.

3.1.6.1 Vehicle Body and Frame. 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. Vehicle type may vary based upon location of primary operation. Vehicle type must be approved by the COR prior to acquisition. Vehicle must have upgraded suspension to account for added weight from armor, variable height adjustment capability and run-flat 9-PLY All Terrain Tires (Aggressive Tread) with two spares; heavy duty front and rear bumpers attached to frame, integral winch, fog lights (amber), ram cushions, D-rings for towing and heavy-duty nylon tow straps attached to vehicle (front and rear), fixed for rapid deployment, "V" shaped belly pan integrated into sideboards, and air conditioning.

3.1.6.2 Vehicle Drive train. 5-speed manual transmission, Four-wheel drive capability, 8-cylinder engine with Snorkel kit intake.

3.1.6.3 Vehicle Accessories. Roof mounted fog lights (amber), strobe lights front and rear, siren/air horn, removable reflective traffic warning signs mounted to rear magnetically, written in Dari and Pashtu and legible for at least 100 meters, front and rear mud flaps, roof cargo rails, steel roof storage box, medic kit, and vehicle emergency kit.

3.1.6.4 Vehicle Electronics. Vehicles shall come equipped 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 FP OIC through the COR shall approve ECM prior to contractor providing and installing the units. 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.

3.1.6.5 Vehicle Force Protection Additions. 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.

3.1.6.6 AED will provide secure space to store the vehicles 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 Lasco Level VI armored protection against land mines and resistance to 7.62 x 51 mm lead core steel jacked bullet. The contractor shall provide all vehicles within 45 calendar days after award of the task order. 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. At no time during this rotation will the contractor fail to meet the terms of the service contract to provide armored non-tactical vehicles which meet the requirements as specified herein. 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.

3.1.6.7 All Contractor provided vehicles are the responsibility of the Contractor and shall be maintained and repaired as needed.

3.1.7. Vehicles for AED. The contractor shall provide armored vehicles for the Afghanistan Engineer District (AED). AED will require the use of armored, non-tactical vehicles, operational 24 hours a day, and 7 days a week in Afghanistan. The Contractor shall be responsible for all routine maintenance and repair services. Vehicles must be of same type as described in paragraph 3.1.5 above. Contractor must price in each vehicle's cost the backup capacity that is necessary to guarantee there is no down-time for vehicle maintenance and repair.

3.1.8. Aircraft.

3.1.8.1 The contractor shall provide safe, operable fixed and rotary wing aircraft and associated services. The Contractor shall have one of each type of aircraft available for departure from Kabul International Airport within 24 hours of notification. These aircraft shall be capable of flying between 150 and 200 hours monthly and minimum size of 10 passengers. Contractor will charge AED based upon actual flight time only. Cost will include a flight crew, ground crew and all maintenance. Priority for flights will be given to AED personnel if timely notice of at least 24 hours is provided.

3.1.8.2 Points of Contact: The Contractor will provide a point of contact within his or 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 a 24-hour contact number and email address.

3.1.8.3 Fuel. The government will supply fuel used for flights within the scope of the task

order. Fuel will only be provided at the origin of the mission (Salerno, Jalalabad, Bagram, Naray, Sharana, or other designated bases). Fuel will not be dispensed at the destination FOB's as there is no or little fuel available. Fuel consumed as a result of the contractor determining to replace or swap out aircraft shall not be provided by the Government. This include fuel consumed flying from Kabul or future hub to any other location where the Contractor maintains air assets.

3.1.8.4 Billeting will be provided for contractor employees required to stay at military locations.

3.1.8.5 Class I (Food) subsistence will be provided for contractor employees required to stay at military locations.

3.1.8.6 Medical services will be provided to contractors on a reimbursable basis, for emergencies only as per section H, paragraph H.5.

3.1.8.7 **Weather Reports.** The Government will provide, when available, weather reports to the Contractor relevant to the impending flight path prior to departure. The Government does not guarantee the report's accuracy, nor is the Government liable for accuracy of the report.

3.1.8.8 Loading and Unloading. The Government may provide, at its discretion, loading and unloading assistance. The Contractor must be prepared to perform all loading and unloading in the absence of Government support, with the exception of external loads for which the Government will furnish personnel and equipment to sling loads under the helicopter.

3.1.8.9 **Readiness.** Contractor shall provide aircraft and all services required to keep the aircraft in a safe and operational condition. Aircraft will be ready to complete missions within the timeframe agreed to.

3.1.8.10 **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.

3.1.8.11 **Records.** The Contractor will maintain a record of billable flight hours on a daily basis and the Government will maintain a record of billable flight hours on a daily basis. Upon weekly requests by the Government, the Contractor will make such records available to properly designated contract representatives for the purpose of reconciling between the Government's record of billable flight hours and the Contractor's record. The purpose is to ensure the Government's billable flight hour records and Contractor's billable flight hours concur. Deviations must be resolved to the Government's satisfaction.

3.1.8.12 **Pilots.** All Pilots must be fluent in English and be certified in accordance with Department of Defense (DoD) Commercial Air Review Board (CARB) standards.

3.1.8.13 **All Employees.** All employees must be vetted and approved for access to US/ISAF bases in order to live or work on base. Un-vetted personnel must remain in the vicinity of the

aircraft and be escorted at all times by a vetted person.

3.1.8.14 **Risk.** The Government accepts no liability and is not required to provide any assistance should any Contactor be taken hostage or be killed during any mission or while under contract with the Government.

3.1.8.15 **Aircraft Condition.** Every aircraft must be certified as airworthy by a trained and certified mechanic for that specific airframe. Airworthy certificates must be made available to the Government upon request. Preventive Maintenance service schedules for aircraft must conform to manufacturers recommended servicing intervals.

3.1.8.16 **Safety.** Each aircraft must meet, at a minimum, CARB certification as established by the DoD.

3.1.8.17 **Equipment.** All aircraft shall maintain first aid kits, fire extinguishers, and all other equipment that is required to be maintained on the airframe.

3.1.8.18 **Inspection.** The Government reserves the right to inspect aircraft, maintenance records, and employee records at any time.

3.1.8.19 **Markings.** Authorized marking on all aircraft shall be the Contractor's name on each side and as well as required markings such as tail numbers. Other identifying marking, such as "UN", "ISAF", "NATO" or "SFOR" are not allowed and must be removed.

3.1.8.20 **Maintenance.** The Contractor shall insure both scheduled and unscheduled maintenance. No maintenance will occur on US Military installations without prior coordination and the express permission of the Government. Contractor must be aware that if their aircraft block the landing area of a U.S. base for more than the allotted 30 minutes of ground time to unload, the aircraft may, if circumstances dictate, be forcibly moved by U.S. personnel and that in this event the aircraft may be damaged or destroyed. The Contractor shall provide all parts, labor, and expertise necessary to complete required maintenance tasks at no additional cost to the Government. Parts include those items that must be replaced due to fair wear and tear or those items damaged or destroyed by a hostile act. The cost of parts and labor for maintenance on damages resulting from Government negligence must be submitted through the Contracting Officer for consideration of payment. Maintenance down-time will be coordinated between the Contractor and the Government or COR. The Contractor shall provide a timetable for scheduled maintenance and an estimated completion time for unscheduled maintenance. The contractor will make available, at the Contracting Officer's request, a copy of each aircraft's maintenance history.

3.1.8.21 **Recovery.** The Contractor is responsible for recovering disabled, damaged, or destroyed aircraft. The U.S. Government may, at its discretion, assist if resources and time are available. Any recoverable cargo will be returned to the Government.

3.1.8.22 **Replacement Aircraft.** The Contractor shall provide a replacement ready to fly missions within 72 hours if an aircraft is out of operation and unable to complete missions. The

72 hour count begins as soon as the original aircraft is found to be unable to fly a mission. That is, if the Government requests a mission on a specific day and the Contractor is unable to fulfill due to maintenance, the Contractor must have an aircraft of a similar type in the air within 72 hours of determination that the original aircraft is unable to complete missions.

3.1.8.23 Cargo Types The Contractor will deliver cargo, regardless of type, from origin to destination. Cargo may consist of CLASS I (Food and Water), CLASS II (General Supplies), CLASS III (Fuel), CLASS IV (Construction Materials), CLASS V (Ammunition—small arms only), CLASS VI (AAFES supplies), CLASS VII (Major End Items), CLASS VIII (Medical Supplies), CLASS IX (Repair Parts), or CLASS X (non-military goods such as humanitarian assistance items). The cargo will be configured for loading inside the cabin of the aircraft or prepared for sling load delivery. The Contractor must be prepared to accept cargo in either configuration; internal or sling load. The Contractor will be notified by the Government prior to loading of any cargo of a hazardous, flammable, or explosive nature and any such cargo must be properly documented and certified as per applicable military transport standards. No special licenses or certifications are required to transport any cargo provided by the Government.

3.1.8.24 Pilferage and Loss. The Contractor is responsible for the security of Government cargo while it is in their possession. The Contractor is liable for refunding the cost of any cargo lost while in possession of the carrier, except as a result of hostile action or defective U.S. Government equipment.

3.1.8.25 Shipping Document. The Contractor may be asked to sign inventory documents for the loads they transport. This is to ensure that the same quantity and condition of the cargo at origin, arrives intact at delivery destination.

3.1.8.26 Mission Planning. The Contractor will be notified at least 24 hours prior to a mission. A schedule of missions for the week may be given to the contractor, if feasible. At least 12 hours prior to departure, a flight plan, to include call sign, radio frequency, flight route and time, must be filed with the designated U.S. Military personnel. The U.S. Government may suggest routes based on enemy threat, but contractor is solely responsible for eventual route taken. Aircraft must be equipped with UHF, VHF, and HF two-way radios to allow for communication with U.S. Military ground units. Frequency range 30-400 MHz. Types of radios must be submitted to government with bid. For external loads, the Contractor shall supply slings and nets.

3.1.8.27 Emergency Missions. In some situations, the Contractor may be required to fly a mission with only 12 hours notice. If an emergency mission arises, it will replace the scheduled mission for that day. In the event of an emergency mission, it will be imperative to file flight plan as soon as possible and telephonically or by email contact destination FOB and inform of approximate arrival time and flight plan.

3.1.8.28 Destinations. Missions will be flown to secured installations and secured project sites as directed by the Contracting Officer or the Contracting Officer's designee. Person(s) designated as COR or ACOR will be provided to the Contractor in writing. Missions may also be scheduled to unimproved locations. The Contractor will be provided with longitude and

latitude and/or a 10 digit grid coordinates of all mission destinations prior to departure. Contractor will not be required to fly into landing zones not approved by U.S. or ISAF Military forces, or where enemy contact has been reported within the previous 48 hours. For billing purposes, flight hours may not deviate more than 20% from flight time listed on provided matrix. The Contractor will not be compensated for flight hours that exceed the total flight time listed in the Government's destination matrix by more than 20%. For destinations not on matrix, a flight time will be negotiated. Although missions may involve destinations throughout Afghanistan, the primary focus areas will be: Jalalabad, Salerno, Sharana, Naray, Kandahar, Herat, Mezar-e-Sharif, Bagram and their surrounding areas. Other destinations will be added on a mission-by-mission basis. Contractor will only be paid for flights beginning at the hub to designated LZs and return to the hub (actual flight hours during mission execution). Contractor flights not directed by the Government are non-billable; example, flight to return to the contractor's home base.

3.1.8.29 Weather. If the Contractor departs on a transport mission and is unable to reach a destination due to poor weather, he will not be penalized. The Contractor should return to the point of origin (hub) or nearest safe location, until the weather improves. Missions not completed due to poor weather will be rescheduled at the satisfaction of the Government. For the Contractor to refuse to fly a transport mission, due to marginal weather conditions, the weather must be such that U.S. Military aircraft are not flying, specifically ceilings below 700' or visibility less than 2 nautical miles.

3.1.8.30 Security. The Contractor is responsible for providing security to ensure the aircraft and cargo are secure at all times, to include when aircraft are parked outside of U.S. Military installations. No imagery or verbal relays of U.S. forces or their positions is permitted. Contractor aircrews will not arm themselves or install armament on their helicopters without prior approval from the combatant commander.

3.1.8.31 Airspace De-confliction. (1) The primary method of airspace de-confliction for the Contractor will be adherence to filed flight plans. This will enable the U.S. Government to know where and when contract aviation is flying in order to better ensure safety of both contract and U.S. Government aircraft. (2) Unless the contractor aircraft have communications with LZ or PZ locations in uncontrolled airspace, the Contractor will adhere to advisory calls. Upon departure or arrivals at all airfields in uncontrolled airspace, the Contractor will transmit advisories on Afghan Advisory (118.50) and broadcast call sign, airfield departing or arriving from, flight level passing, flight level climbing to, and direction of flight. Contract aircraft will monitor Afghan Advisory (118.50) when operating in vicinity of uncontrolled airports that support fixed wing aircraft. (4) Helicopters are required to maintain at or below 500' AGL when operating within 10 NM of any operational airport capable of fixed wing arrivals and departures, unless approved by ATC (tower/approach).

3.1.8.32 The Government reserves the right to cancel missions via COR within 12 hours of an assigned mission without penalty.

3.1.9. Communications. The Contractor is responsible for design, development, management, maintenance and repair of the communications architecture supporting the NOC system to

include, but not limited to, nationwide voice and text communication, visual map-based satellite tracking software and hardware, website, and IT network communications. This architecture may be a combination of secure and insecure systems, but must provide for redundancy of communication. Any proprietary software must be approved before implementation.

3.1.10 The specific nature of the work to be performed will be as contained within the individual task order statements of work. It is the intent of this contract to issue work by means of separate task orders on behalf of the U.S. Army Corps of Engineers Afghanistan Engineer District (AED) (or the AED's successor organization). A full range of services may be required, from the initial stages of program development and planning, through all aspects of services that may be performed by either the Contractor or others, to the end result of completion of a service contract including completion of the required services. The Contractor is expected to demonstrate a high degree of flexibility by providing service contract performance oversight and administrative services involving the fullest range of management, administrative, planning, quality assurance, oversight, and any other activity associated with all aspects of a full-spectrum security operation considering the present and foreseeable future situation that might develop within Afghanistan. It is not the intent of this contract that the Contractor fill positions or fulfill responsibilities of positions which are considered to be inherently Governmental, i.e., those that are reserved by statute or regulations to be performed by military or civilian employees of the U.S. Government (such as Contracting Officers of various types and kinds, resident and area engineers, etc.).

4.0 CONTRACTOR'S PERSONNEL

4.1 OBJECTIVE. The Contractor shall provide a work force possessing the skills, knowledge, training, equipment, and certifications required to satisfactorily perform the required services. Documentation establishing and/or showing evidence that employee(s) possess the required certifications, qualifications, and background checks must be presented prior to beginning duties.

4.2 AVAILABILITY. The Contractor shall configure its resources such that no gaps in services occur resulting from leaves of absences and availability of physical resources such as weapons, vehicles, and communication equipment.

4.3 READINESS. Contractor shall maintain a state of readiness to perform all required duties. All teams, personnel, equipment, vehicles, weapons, communications systems, safety equipment, supplies, and other resources shall be routinely maintained in a state of readiness to perform the duties and responsibilities set forth in the awarded task orders and to respond to any threat.

4.4 PERSONNEL FILES. The Contractor shall maintain administrative files which shall, at a minimum, include personnel records, investigation records, and training records on all employees working under this contract. The Contracting Officer or Contracting Officer's Representative will be authorized to examine the Contractor's administrative files.

4.5 WEAPONS TRAINING. The Contractor shall provide individual weapons qualification training for all employees assigned weapons under this contract to include battle-sight zero. Training will be accomplished to U.S. Army weapons qualification standards in accordance with U.S. Army Field manuals (FM) 3-23.35 and 3-22.9 for U.S. type weapons. For Non U.S.

weapons, the Contractor is to submit qualification requirements for approval. Weapons training will be documented on weapons qualification forms DA Form 88-R and DA Form 3595-R and placed into the employee's training record. Unsatisfactory employee qualification results will be reported to the COR. Training will be conducted on a repetitive basis at least quarterly.

4.6 LIVE FIRE TRAINING. Contractor must follow local command procedures and coordination requirements when utilizing and/or operating a live fire range in Afghanistan. Range information and questions should be addressed to the Contracting Officer's Representative for scheduling routine weapons training for security personnel.

4.7 WEAPON AUTHORIZATION. Each employee of the Contractor who carries weapons in connection with this contract must carry authorization to carry weapons under this contract as specified by the Contracting Officer and applicable theater Fragmentary Orders (FRAGOs).

4.8 POSSESSION OF FIREARMS. All Contractor personnel employed under this contract must meet the reliability factors outlined in AR 190-56: The Army Civilian Police and Security Guard Program (refer to Chapter 3, Individual Reliability Program). All Contractor personnel supporting this task must be legally authorized to carry, possess, train with, and employ firearms and ammunition. No person convicted of domestic violence may be armed under this contract. No individual convicted of a felony crime will be employed under this contract. The Contractor is responsible to conduct the appropriate criminal and financial background checks (refer to AR 190-56, Chapters 2 and 3) to ensure all employees meet the legal requirements to perform as security guards.

4.9 CRIMINAL JURISDICTION. The Contractor shall comply with all notification requirements of DoD Instruction 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members. The Contractor shall maintain a copy of each employee's written acknowledgement of receipt of the notification and shall provide the same upon request the Contracting Officer. Questions concerning the applicability of this clause should be directed to the Contracting Officer.

4.10 PROSECUTION OF CRIMINAL ACTS. Under the "Military Extraterritorial Jurisdiction Act" (MEJA) (18 USC 3261-3267), persons employed by or accompanying the U.S. Armed Forces outside the United States are potentially subject to prosecution for certain criminal acts, including such acts occurring outside the United States. In the Afghanistan theater, MEJA may be used to prosecute individuals who are employed by or accompany the U.S. Armed Forces, including all subcontractors at any tier, with the exception of persons ordinarily residing in Afghanistan or Afghanistan Nationals. The law also applies to individuals accompanying a Contractor for the U.S. Armed Forces, which may include a dependent of a DOD Contractor or subcontractor employee. This law authorizes DOD law enforcement personnel to arrest suspected offenders in accordance with applicable international agreements and specifies procedures for the removal of accused individuals to the U.S. It also authorizes pretrial detention and the appointment of counsel for accused individuals. See Army Field Manual 3-100.21, Contractors on the Battlefield and DoD Instruction 5525.11, Criminal

Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members.

4.11 CONFLICT OF INTEREST. The Contractor shall not employ any employee of the United States Government or the Department of Defense, either military or civilian, unless such person receives prior approval in writing from the Contracting Officer.

4.12 EMPLOYEE CONDUCT. Contractor employees shall present themselves in a professional manner at all times. Courteous, professional and respectful behavior is expected at all times. The Government reserves the right to direct the removal of any Contractor employee.

4.13 COMPLIANCE WITH REGULATIONS AND RULES. The Contractor must comply with all applicable Department of Defense, Department of Army, and Government rules, regulations, and directives, specifically including those that relate to law and order, administration, and security.

4.14 LAW OF ARMED CONFLICT (LOAC) AND RULES FOR THE USE OF FORCE.

4.14.1 Rules for the Use of Force (RUF). The Contractor will train its personnel regarding LOAC and RUF as specified by the Contracting Officer or designated representative. The Contractor will obtain a signed written acknowledgement from each of their employees authorized to bear weapons that they have been briefed on LOAC, RUF, and the differences between rules of engagement (ROE) and RUF, namely that RUF controls the use of weapons by Contractors employed by the United States Government and that the Contractor may NOT use ROE at any time for use of force decisions. LOAC and RUF training will be documented by the Contractor as specified by the Contracting Officer or designated representative. The Contractor shall brief RUF to any shift employees at every shift and shall provide refresher LOAC training to its employees every six months. In particular, LOAC training will include restrictions on firing on persons who have surrendered or are out of combat due to wounds/injuries. Training will also discuss requirement to render first aid to the best of the Contractor's ability and contact medical response units to obtain medical care for wounded, safety permitting. The Contractor shall train Contractor employees on requirement to report all escalation of force incidents pursuant to current ISAF/CJTF-82 orders. The Contractor shall train all employees under this contract that they must comply the provisions of the Geneva Convention Relative to the Treatment of Prisoners of War, August 12, 1949 (see <http://www.unhchr.ch/html/menu3/b/91.htm>) A copy of the Geneva Convention Relative to the Treatment of Prisoners of War, August 12, 1949 must be given by the Contractor to all employees authorized to carry weapons on this contract at any tier.

5.10 REQUIRED DOCUMENTATION

5.10.1 Training And Documentation. The Contractor shall not be permitted to carry weapons until required acknowledgements, forms, and information is received, found acceptable by the Contracting Officer and arming authorization is granted by ISAF/CJTF-82. Contractor will provide required training, documentation, and acknowledgements for each employee subsequently hired after contract award within fifteen days of their arrival in Afghanistan unless otherwise agreed

by the Contracting Officer.

5.10.2 Retention And Review Of Records. The Contractor shall maintain records on weapons training, LOAC, RUF, and screening of employees for the duration of this contract and a six month time period after contract termination or expiration. The Contractor shall make records relating to weapons training, LOAC, RUF, and screening of employees available to the Contracting Officer or designated representative at no additional cost to the Government within 24 hours of any request.

5.10.3 Signature Of Acknowledgement. Contractor will maintain records of Signature of Acknowledgement from all persons authorized to carry a weapon. Statement will read: "I understand the Rules for the Use of Force (RUF), the difference between the RUF and the Rules of Engagement (ROE), of the Law of Armed Conflict (LOAC), and that the use of a firearm creates a potential for criminal and civil liability under U.S./Host nation laws."

5.10.4 Personnel Rotation Plan. The Contractor will be responsible for a plan to rotate Contractor personnel ensuring that there will be no lapse in services provided.

5.10.5 Medical. All employees must have completed a full physical and dental examination within the last 12 months and have no existing conditions that would preclude them from performing their respective duties in the theater of operations. The Contractor will maintain copies of current medical and dental records. All Contractor personnel may be subject to medical and drug screening by the Contractor, IAW the reliability factors specified in AR 190-56, Chapters 2 and 4. Drug screening results may be requested by the COR for examination. All DACP/SG employees must sign a DA Form 5019 (Condition for employment for certain Civilian Positions Identified Critical Under the Department of Army Drug-Free Federal Workplace Program), pass a drug test per AR 600-85 before being certified under the Individual Reliability Program and submit to periodic drug testing on a random basis to insure the deterrent value of the testing program. Contract security guards will be subject to the requirements of AR-600-85 on the same basis as Federally employed Army civilian police and security guards. These requirements will be incorporated in any contract for security guard services.

5.11 DEPLOYMENT PROCESSING

5.11.1 Pre-Deployment Training Requirements. Contractor employees deploying from a CONUS location will ensure that training is provided in the following areas prior to deployment within the Area of Operation:

5.11.1.1 First Aid

5.11.1.1.1 For Open Chest Wound

5.11.1.1.2 Abdominal Wound

5.11.1.1.3 Open Head Wound

- 5.11.1.2 Evaluate a Casualty
 - 5.11.1.2.1 First Aid for Bleeding of an Extremity
 - 5.11.1.2.2 Prevent/Control Shock
 - 5.11.1.2.3 Transport a Casualty
- 5.11.1.3 Request Medical Evacuation
- 5.11.1.4 TACTICS
 - 5.11.1.4.1 Move Under Direct Fire
 - 5.11.1.4.2 React to Indirect Fire
 - 5.11.1.4.3 Move Over, Through, & Around Obstacles
- 5.11.1.5 HQDA Fraternization Policy
- 5.11.1.6 Army Values/General Order 1
- 5.11.1.7 Hot and Cold Weather Injury Prevention
- 5.11.1.8 Law of Land Warfare/Geneva

5.11.2 Deployment and Redeployment. The average duration of the pre-deployment processing is approximately three days. Contractor employees departing from the U.S. are required to process through a CONUS Replacement Center (CRC) at their own cost. The time at the CRC does not count towards the period of service paid for per the CLINs. The Government will provide Letter of Authorization (LOA) for travel into and out of the theater of operations, if required. The Contractor will be responsible for ensuring each member of the contract team has a valid Visa, Common Access Card (CAC) if eligible and required, and/or necessary identification.

5.12 SECURITY CLEARANCE REQUIREMENTS

5.12.1 Security Clearances. Contractor personnel are required to have a U.S. security clearance except as shown in the table below. However, Contractor personnel who hold the NATO equivalent to SECRET clearance will be accepted. In addition, all Contractor personnel must meet the above-stated reliability factors. All personnel should have as a minimum a Favorable Background check.

Position	Security Clearance Required
Guards	No
AT/FP Specialists	YES SECRET

Personal Security Officers	No
SLT Engineer	YES SECRET
Operations/Intelligence staff	YES SECRET
Pilot/Flight Crew	NO

5.12.2 Clearance Services. The Contractor must use an approved Facilities Security Officer (FSO) to facilitate/validate security clearances for personnel requiring a clearance. Clearances for U.S. citizens must be facilitated by an FSO recognized by the U.S. Department of Defense Central Clearance Facility (CCF). Clearances for UK citizens must be facilitated by an FSO recognized by the UK Defense Vetting Agency. Clearances for personnel from other countries must be facilitated by a similar FSO recognized by the official military/defense agency in the respective country, and approved by AED prior to implementation. The AED S2 Intelligence Officer will serve as the conduit between the contractor FSOs and the supported Major Subordinate Command (MSC) in theater.

5.13 EMPLOYEE IDENTIFICATION

5.13.1 Contractor Identification Cards. Each Contractor employee shall have a badge issued by ISAF/CJTF-82 conspicuously displayed on exterior clothing at all times while on duty.

5.13.2 Government Identification Cards. All Contractor employees will be issued the Biometrics Identification for Access (BISA) badge by ISAF/CJTF-82 or CAC as the sole source of in theater of operations identification. The BISA documents and/or the CAC grant eligible Contractor employees access to installations as well as DFAC, MWR, Government laundry, APO, medical, and PX privileges. Upon redeployment, the Contractor shall ensure that all issued controlled identification cards are promptly returned to the Government.

5.13.3 Language Requirement. All Contractor personnel designated as Ex-patriot or bilingual must be fluent in spoken and written English. Contractor personnel, whose native language is not English, 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.

5.13.4 Nationality Restrictions on Access. Currently, access to Government compounds and facilities by Afghanistan nationals is restricted based on rules and regulations specific to that facility.

6.0 TRAVEL

Where the Government requires and authorizes the contractor's employees to travel on a temporary duty basis, the Government will reimburse the contractor for travel expenses where Government billeting and dining facilities are not available to contractor employees. The contractor will submit receipts and other documentation to support amounts requested along with invoices. Per diem rates will be limited to that rated dictated by the Department of State at the time the travel is taken.

7.0 EQUIPMENT

7.1 GOVERNMENT FURNISHED PROPERTY

7.1.1 Life Support/Sustainment. 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. This privilege is only provided in the theater of operations (Afghanistan).

7.1.2 Local Nationals (LN). For those LNs accompanying the SLTs, housing and food will be provided, where available, for missions requiring an overnight stay.

7.1.3 Medical Care. Reference section H, paragraph H.5, FITNESS FOR DUTY AND LIMITS ON MEDICAL / DENTAL CARE IN IRAQ AND AFGHANISTAN.

7.1.4 Administrative Office Space for Contractor Employees. The Government will make available office space, including computers, desks and chairs, as available, for the NOC personnel, SLT Team Leader, and SLT Engineer plus two extra desks with chairs and computers. The aforementioned Contractor employees will be afforded access to the Government copy machines, printers, and NIPRNET computers. The Government will provide access to non-secure military and/or commercial telephones for the aforementioned employees for use in performance of official duties. Administrative office space and equipment required for other Contractor employees is the Contractor's responsibility.

7.1.5 Billeting and Other Administrative Space. The Government will provide billets including basic furnishings and use of personal hygiene facilities for eligible Contractor personnel within a Government compound at no cost to the Contractor. The Government will make an area available for Contractor furnished administrative facilities, if required. The area provided will vary depending upon location. Connections to existing utilities, where available, will be at the Contractor's expense; however, use of utilities will be at no cost to the Contractor.

7.1.6 Records. The contractor will maintain records of all government property IAW FAR Part 45.5 and Far Part 52.245-2.

7.2 CONTRACTOR PROVIDED EQUIPMENT

7.2.1 Compliance. The Contractor shall insure that all items are acquired in accordance with all applicable national and international laws and regulations.

7.2.2 Uniforms. The Contractor shall furnish and provide personal protective equipment (body armor and helmet), gear, and uniforms to all contractor personnel. The Contractor will provide all its administrative personnel and static guard personnel with appropriate professional style uniforms conducive to their job description.

7.2.3 Weapons and Ammunition. The Contractor will provide new or serviceable NATO standard weapons and ammunition for use in support of this contract. Contractor shall provide documentation to the Contracting Officer to include the serial number of each weapon and identification of the person to whom it is issued. Contractor employees are required to carry weapons authorization documentation in accordance with AR 190-14. The following are the Government-authorized weapons for use in support of this contract:

Weapon Type/Security Type	TL	PSO	AT/FP	Guards	Pilot/Crew
9mm:	X	X	X	X	X
12 GA Shotgun: Tactical, 18" barrel				X	X
AK47	X	X	X	X	X
M16A1/2 or M4	X	X	X	X	X
M249 SAW	X	X	X		X
M240 Series	X	X	X		X
Thermite and smoke grenades	X	X	X		X
PKM and Minimi	X	X	X		X

8.0 SAFETY AND OCCUPATIONAL HEALTH PROGRAM

8.1 IMPLEMENT SAFETY AND OCCUPATIONAL HEALTH PROGRAM. The Contractor shall implement a safety and occupational health program in accordance with U.S. Army Corps of Engineers, Safety and Health Requirements Manual (EM 385-1-1), dated 03 Nov 03, Local/Host Nation Laws, CENTCOM, and ISAF/CJTF-82 rules and regulations as applicable as well as a driver training program.

8.2 ACCIDENT PREVENTION PLAN. Contractor shall submit a site specific Accident Prevention Plan (APP) IAW EM 385-1-1, Appendix A including site specific Activity Hazard Analysis (AHA) and Standard Operating Procedures (SOPs) for each definable feature of work or activity 30 days after the Notice to Proceed. The APP can reference tabbed information in the existing corporate or in country safety plans, SOPs, TTPs, etc.

8.3 ACCIDENTS

8.3.1 Accident Reporting and Records. All accidents beyond first aid and property or equipment damage other than a combat loss as defined in Army Regulation (AR) 385-40, Accident Reporting and Records shall be investigated by FP NCOIC and forwarded to local MP and the District Safety Office on the AED 265-R, Immediate Report of Accident, within 24 hours.

8.3.2 Recordable Accidents. Recordable accidents or property damage IAW AR 385-40 and Government reporting requirements shall require the completion and submission of the ENG FORM 3394, United States Army Corps of Engineers Accident Investigation Report, to the District Safety Office within 5 days.

8.3.3 Immediate Reports. Any accident that appears to have any of the consequences listed below shall be immediately reported to the AED S2 or S3:

8.3.3.1 Fatality.

8.3.3.2 Permanent totally disabling injury.

8.3.3.3 Permanent partial disabling injury.

8.3.3.4 Three or more persons admitted to a hospital.

8.3.3.5 Property damage more than \$10,000 other than a combat loss.

8.4 REPORTS

8.4.1 Maintain Project/Activity Records. Contractor shall maintain project or activity contact man-hours/headcount and submit monthly or weekly man-hours headcount reports to the District Safety Office.

8.4.2 Contractor Safety and Occupational Health Tracking. Contractor shall establish a safety and occupational health deficiency tracking system that lists and monitors the status of safety and health deficiencies in chronological order IAW EM 385-1-1, paragraph 01.A.12.

8.5 PERSONNEL REQUIREMENTS. (If this is required in future task orders)

8.5.1 Safety Health Officer (SSHO). The SSHO shall have at least taken a 10-hour online OSHA General Industry Training Course. Current first Aid/CPR train the trainer certified that meets or exceeds U.S. standards. Possess a current Combat Life Support (CLS) certification.

8.5.2 Driver Trainer (DT). Driver Trainer (DT) should have least 5 years of personal security experience and provide proof to the Contracting Officer of certification as a driver instructor. The certification should cover the concepts and principles of Defensive Driving, Evasive Driving, Forward and Reverse 180 degree turns, Mobile and static ramming, Offensive Driving (Front and Rear Contacts), Route Selection and Planning, Route Mapping, Braking, etc. Have a good understanding of the stability and gravitational forces for up armored vehicles and the ability to adapt training requirements or develop new driving tactics in a war environment.

9. SPECIAL CONTRACT REQUIREMENTS

9.1 CONDUCT OF PERSONNEL. This contract is a not a Personal Services Contract as defined in FAR Part 37.101. It is, therefore, understood and agreed that the Contractor and/or the Contractor employees:

9.1.1 Shall perform the services specified herein as independent Contractors, not as employees of the Government.

9.1.2 Shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of the contract.

9.1.3 Shall be free from supervision or control by the Government with respect to the manner or method of performance of the services specified; but

9.1.4 Shall, pursuant to the Government's right and obligation to inspect, accept, or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative of the Contracting Officer, as is necessary to ensure accomplishment of the contract objectives.

9.1.5 Shall conduct themselves in a professional manner, keeping in mind this is a "customer service" oriented contract.

9.2 KEY PERSONNEL REQUIREMENTS

9.2.1 Certain skilled experienced professional and/or technical personnel are essential for successful Contractor accomplishment of the PWS. These are defined as "Key Personnel" and are those persons whose resumes should be submitted for evaluation of the proposal. In addition to position(s) which the Government may designate as "Key" the Contractor shall propose which positions to designate as "Key". There is no intent on the part of the Government to require a specific number of key personnel, however, the NOC personnel, Team Leaders and SLT Engineer are considered Key personnel by the Government and the Contractor may add to this list as desired.. The Government is looking for the most cost efficient and effective number of key personnel. The Contractor shall provide supporting rationale for why the positions chosen to be "Key" were chosen.

9.2.2 The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs 9.2.3 and 9.2.4 hereof.

9.2.3 If key personnel become, or are expected to become, unavailable for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall immediately notify the Contracting Officer, in writing. The Contractor shall, subject to the concurrence of the Contracting Officer or his authorized representative, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

9.2.4 All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. Requests must contain a complete resume for the proposed substitute, and any other information requested by the Contracting Officer or needed by him/her to approve or disapprove the proposed substitution. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the Contractor of his approval or disapproval thereof in writing.

9.2.5 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. This may be for default or for the convenience of the Government, as appropriate.

9.3 CONTRACT SECURITY CLASSIFICATION SPECIFICATION (DD FORM 254)

DD Form 254, Contract Security Classification Specification is applicable. The highest security level involved on this contract is Secret. Per the definition of the term 'classified' at FAR 2.101, this contract is classified, meaning the contractor or its employees must have access to classified information during contract performance. The contract documents themselves are not classified.

10. GOVERNMENT SURVEILLANCE

10.1 The Contracting Officer will designate in writing Primary and Alternate CORs as determined necessary for the contract after award of the contract. The COR authority will be limited to administering specific technical aspects of the contract. The letter of designation will identify specific guidelines and clearly detail the limits of the COR authority.

10.2 The COR will be designated to monitor Contractor performance. The COR will be designated in writing and provide a copy of the contract and the Quality Assurance Service Plan (QASP) to the Contractor. The COR, in monitoring the Contractor's performance will:

10.2.1 Maintain a detailed knowledge of the requirements of the contract.

10.2.2 Monitor and record Contractor's performance.

10.2.3 Maintain complete and accurate documentation.

10.2.4 Establish and maintain a good working relationship with the Contractor.

10.2.5 Not make legal interpretations.

10.2.6 Not impose tasks or performance standards not included in the contract.

10.2.7 Not supervise or direct Contractor personnel.

10.2.8 Not waive contract requirements.

10.3 The COR will address problem areas related to the execution of the contract. The COR is responsible for resolving performance issues. The COR will immediately notify the Contracting Officer (KO) if satisfactory resolution cannot be reached.

10.4 The COR or the KO will meet the Contractor as needed to discuss operation and problem areas.

10.5 SURVEILLANCE. 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 shall be used.

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

10.5.2 Customer Complaint. Customer complaints may be used as a basis for identifying non-compliance with performance objectives.

10.6 PERFORMANCE REVIEWS AND EVALUATIONS.

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

10.6.2 The COR will note standard performance objectives deficiencies and all customer complaints documented during the specified 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.

10.6.3 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.

10.7 ANALYSIS OF PERFORMANCE REVIEW RESULTS. At the end of each performance evaluation period, the 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 will be required to respond to the KO generated CDR within five 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 anytime deemed necessary, a CDR for recurring failure to meet other contract performance objectives or requirements. The Contractor shall respond in accordance with requirements identified herein. A copy of the CDR will be provided to the KO within five working days after the end of the evaluation period.

EXHIBIT 1– ACROYNMS

AAFES	Army & Air Force Exchange Service
ACO	Administrative Contracting Officer
AED	AFGHANISTAN ENGINEER DISTRICT
AED AO	AED area of operations-Presently comprised of Afghanistan, Kyrgyzstan, Pakistan and Tajikistan.
AED-HQ	AFGHANISTAN ENGINEER DISTRICT – Headquarters, Kabul
AHA	Activity Hazard Analysis
ANA	Afghan National Army
ANP	Afghan National Police
AO	Area of Operations
AOR	Area of Responsibility
APO	Army Post Office
APP	Accident Prevention Plan
AR	Army Regulation
AT/FP	Anti-Terrorism/Force Protection Personnel
AV	Armored Vehicle
BDA	Battle Damage Assessment
CAC	Common Access Card
CASEVAC	Casualty Evacuation
CCF	Central Clearance Facility
CCIR	Commander’s Critical Information Requirement
CENTCOM	Central Command
CJTF-82	Commander Joint Task Force 82
CMI	Classified Military Information
CONUS	Continental United States
COR	Contracting Officer’s Representative
CPR	Cardio Pulmonary Resuscitation
CRC	CONUS Replacement Center
DN	Donor Nations
DoD	Department of Defense
DoD	Department Of Defense
DoDI	Department of Defense Instruction
DT	Driver Trainer
DTG	Date Time Group
EFP	Explosively Formed Projectile
EM	Engineer Manual
EMT	Emergency Medical Team
ENG	Engineer
ERV	Emergency Rendezvous
EXPAT	Ex-patriot
FAR	Federal Acquisition Regulation
FPT	Force Protection Team
FOB	Forward Operating Base

FRAGO	Fragmentation Order
FRV	Final Rendezvous
FSO	Facilities Security Office
G3	General Level Plans and Operations
G6	General Level Signal
GDA	Government Designated Authority
GP	Gun Platform
GPS	Global Positioning Satellite
HF	High Frequency
HUMINT	Human Intelligence
IAW	In Accordance With
IDF	Indirect Fire
IED	Improvised Explosive Device
IO	International Organization
IR	Information Report
ISAF	International Security Assistance Force
JTR	Joint Travel Regulation
LN	Local National
LOAC	Law of Armed Conflict
LRCT	Long Range Cordless Telephone
MEDEVAC	Medical Evacuation
MEJA	Military Extraterritorial Jurisdiction Act
MGRS	Military Grid System
MNF	Mission Notification Form
MSC	Major Subordinate Command
MWR	Morale Welfare and Recreation
NATO	North Atlantic Treaty Organization
NGO	Non-Government Organization
NIPRNET	Non-secure Internet Provided Network
NOMEX	Registered brand name of a flame retardant meta-aramid material
NOC	National Operations Center
OCONUS	Outside Continental United States
OPSEC	Operations Personnel Security
OSHA	Occupational Safety and Health Association
PL	Personal Security Officer Lead
PMCS	Preventive Maintenance Checks and Services
PPE	Personal Protective Equipment
PSC	Private Security Company
PSD	Personal Security Detail
PSO	Personal Security Officer
PWS	Performance Work Statement
PX/BX	Post Exchange/Base Exchange
QRF	Quick Reaction Force
RFI	Request for Information
ROE	Rules Of Engagement
RPG	Rocket Propelled Grenade

RSSS	Reconstruction Security Support Services
RUF	Rules for the Use of Force
S1	Battalion Personnel
S2	Battalion Intelligence
S3	Battalion or Company Operations
S4	Battalion Logistics
S6	Battalion or Company Communications
SAF	Small Arms Fire
SIGACTS	Significant Activities
SIPR	Secure Internet Provider
SLT	Security Liaison Team
SM	Security Manager
SOP	Standard Operating Procedure
SPM	Security Program Manager
SSHO	Site Safety and Health Officer
SSO	Systems Security Office
TCN	Third Country National
TL	Team Leader
TOEFL	Test of English as a Foreign Language
TRF	Tasking Request Form
TTP	Tactics, Techniques, and Procedures
UK	United Kingdom
URI	Unique Record Identifier
US	United States
USACE	United States Army Corps of Engineers
VA	Vulnerability Assessment
VBIED	Vehicle Borne Improvised Explosive Device
VHF	Very High Frequency
VIP	Very Important Person

TASK ORDER #1 STATEMENT OF WORK

1.0 GENERAL

1.1 The Contractor's services must comply with technical requirements contained herein for applicable services requested pursuant to this task order. The Contractor shall provide said services using the best blend of cost, efficiency, reliability, ease of operational control and overall level of security.

1.2 These requirements are minimum requirements. The Contractor is encouraged to propose alternate solutions that are more commonly used in the region that will be equally or more cost effective or allow for better achievement of the desired end state, but furnish the same reliability, ease of operational control and overall security. The Contractor will be required to submit information as requested by the Contracting Officer to make a comparison of the proposed alternate. All variations must be approved by the Contracting Officer.

2.0 DETAILED PERFORMANCE REQUIREMENTS

2.1 NATIONAL OPERATIONS CENTER

2.1.1 NOC Tactical Functions. Provide the military maneuver units with visibility of AED movement using a visual, map-based tracking system. The Contractor will be required to coordinate with local authorities (ISAF/CJTF-82, ANA, ANP and U.S. forces) and plan route selection and sufficient coverage for the safe movement of personnel.

2.1.2 NOC Intelligence Function: The Contractor shall establish a primary threat assessment and interpretation cell, capable of managing and disseminating unclassified and open source information. This primary cell shall expeditiously convey all information likely to affect the reconstruction effort to the AED Area and Regional Offices throughout Afghanistan. The AED Area and Regional Offices shall convey the threat assessment and cognizant warnings to partner ISAF/CJTF-82 units, Contractors, and anyone involved in the reconstruction mission with a need to know.

2.1.2.1 The intelligence cell provides intelligence briefings, products, assessments, and other staff support to AED commanders and staff. With AED concurrence, it also supports ISAF/CJTF-82 and its subordinate formations.

2.1.2.2 The intelligence cell disseminates mission critical operational information and unclassified intelligence to private security companies in order to ensure their safe passage throughout Afghanistan as they enable the construction mission. They accomplish this task through unclassified morning situational awareness briefings attended by AED personnel and AED invitees. They also accomplish this task through an unclassified secure website, which in addition to the briefing, also provides threat assessments for specific locations and events (i.e. local religious celebrations), and provides a venue for Requests for Information (RFIs). The Contractor must adhere to any existing MOA between the AED and ISAF/CJTF-82 in the

operation of the website.

2.1.2.3 Intelligence cell personnel will have controlled access to classified information for situational awareness, and may be granted authority while performing functions under the supervision of the AED S2. Members of the NOC Intelligence staff must possess U.S. Secret security clearances granted by the appropriate authorities up to the SECRET level. These personnel view classified US Government systems for situational awareness purposes only. The following sources are consulted in preparation of NOC intelligence products:

2.1.2.3.1 Afghani media and websites.

2.1.2.3.2 Networking and liaison with Regional Command Centers (RC's).

2.1.2.3.3 Team de-briefs.

2.1.2.3.3 Information volunteered by Afghani team members and associates.

2.1.2.3.4 Liaison with co-located or visiting ISAF/CJTF-82 elements.

Classified information shall not be included in any product disseminated in the public domain. However, critical threat information can be relayed to teams about to deploy on the ground if the information relates to an "imminent threat to life".

2.1.3 Operate the AED NOC website. The NOC website is a United States Army Corps of Engineers-owned website. The Contractor, under contract to the U.S. Army Corps of Engineers, will develop and operate this website for the distribution of unclassified information relating to reconstruction operations and movement in support of reconstruction operations. This website and information is intended for the use of those involved in reconstruction efforts by AED only. The security accreditation level of this site is Unclassified For Official Use Only (FOUO) and below. The website will be established and maintained under the ISAF/CJTF-82 guidelines currently set forth or hereinafter created.

2.1.4 Components. The NOC website will be divided into two main components; the NOC "TURN" (night report), (which will include the NOC Daily Brief, the NOC Daily Summary, and Route Status. The other components will include Requests for Information (RFI) and submissions of Mission Notification Forms (MNF). Access to the NOC website will therefore be two-tier: access to the NOC FOUO products and access to RFI/MNF.

2.1.4.1 Mission Notification Forms. The MNF component of the NOC website will contain Mission Notification Forms. These are the means by which the Contractor will notify ISAF/CJTF-82 of intended AED/PSC movements through ISAF/CJTF-82 battle-space. It is essential for the integrity and safe conduct of ISAF/CJTF-82 and PSC operations. MNFs may also be submitted for security and monitoring of static locations.

2.1.5 Reporting Requirements. The following items are to be addressed during the daily NOC briefs and the daily summary.

2.1.5.1 Significant Activities. Contractor will report all Significant Activities (SIGACTS) and analysis of intelligence with respect to key projects as determined by the AED Chief of Construction.

2.1.5.1.1 Contractor will provide information on whether the attack was effective or ineffective – this allows PSCs who travel the routes to assess what the threat level is from attacks in the area they use. Details on ISAF/CJTF-82 casualties or Battle Damage Assessments will not be published on the Brief.

2.1.5.1.2 Contractor will develop a rating system for categories of SIGACTs. The numbers of each category of SIGACTs will allow the Contractor to assess what the most common form of attack is during a timeframe, and allows the Contractor to counter this threat accordingly.

2.1.5.1.3 Contractor will identify the category of a SIGACT as one of the following: (1) Improvised Explosive Device (IED) Found, (2) IED – Attack, (3) Small Arms Fire (SAF), (4) Vehicle Borne Improvised Explosive Device (VBIED) Attack, (5) VBIED Found, (6) Indirect Fire (IDF) – Mortar / Artillery / Rockets (7) Rocket Propelled Grenade (RPG), (8) Murders, (9) Complex Attacks – Attacks with RPG / SAF / IED (10) Sniper Attack/Precision Small Arms Fire, (11) Hand Grenade (HG) or (12) Body Borne IED (BBIED).

2.1.5.1.4 Contractor will present total SIGACTS for a seven-day period on graphs and graphs will remain displayed within the NOC.

2.1.5.1.5 Terminology. The NOC shall use ISAF/CJTF-82 terminology.

2.1.5.1.6 Contractor will include details of enemy forces' Tactics, Techniques, and Procedures (TTP) for all SIGACTS.

2.1.5.1.7 Contractor will provide six (6) digit military reference grid system (MRGS) references where an incident is occurring or has occurred using maps and route names which are also used by local maneuver units.

2.1.5.1.8 Contractor will provide specific details received from local maneuver units of the event that is occurring or has occurred, to include the Date Time Group (DTG). This information is provided by the unit who reports the incident or it is taken from the visual map-based tracking system for incidents reported by AED personnel.

2.1.5.2 Contractor will report Route Status according to threat level of the route – High, Medium, or Low and by color for recommended travel – Black, Red, Amber, or Green.

2.1.6 NOC Web Based Presentation shall include the following data:

2.1.6.1 Six digit military grid in the Commanders Critical Information Requirement (CCIR) slides for each of the AED Area Offices.

2.1.6.2 For IED incidents, Contractor will include description of the IED by size of device, example 2x105 mm rounds; a description of IED by type of device; example pressure / remote /

LRCT; type of IED attack – Effective or Ineffective. Contractor will state if an IED was an Explosively Formed Projectile (EFP) device; Contractor will exclude all details of ISAF/CJTF-82 casualties and damage to vehicles.

2.1.6.3 For IDF attacks, contractor will include the number of IDF rounds fired, a generalized (non-MGRS) Point Of Origin (POO) and Point of Impact (POI) if known; description of IDF attack – exclude all grids and any damage caused.

2.1.6.4 Contractor will update and publish the number of attacks by type over a 24-hr period.

2.1.6.5 Contractor will make use of open source material in reference to attacks on ISAF/CJTF-82 with the source clearly stated.

2.2 PERSONNEL QUALIFICATIONS: NOC (Each position stated fulfils one role)

2.2.1 Director of Operations. Responsible for the administrative management of all NOC personnel. Ensure that the field SLTs are operational and functioning properly and effectively. The SLTs function independently and the unity of command rests with the Director of Operations. Ensure that the field SLTs adhere to all SOPs and instructions. Ensure that the National Operation Center (NOC) is functioning 16/7 or as needed in emergency situations in support of AED. Supply guidelines to area and regional offices in support of missions and operations. Adapt SLT TTPs in order to counter insurgent TTP in the movement of AED personnel. Interact with senior management from other PSCs and maneuver unit Commanders. Oversee Serious Incident Reports (SIRs) and CCIR prior to distribution for content and correct information. Investigate possible RUF incidents before sending forward to ISAF/CJTF-82. The Director has overall responsibility for all areas of the Contract. This position will report and coordinate directly with Force Protection OIC/NCOIC for AED. Must have working knowledge of personnel, logistics, operations, and civil affairs. Required to have at least two years of tactical, combat or security operations experience in Afghanistan . Required to have senior level military command experience in a tactical or combat arms unit. Must be able to be vetted by National Agency Check.

2.2.2 Operations Officer. Incumbent must be able to man, monitor, maintain, and test all communications systems among the NOC structure, ensuring full functionality, and reporting any failures to AED S6, AED Communications Manager. The Operations Officer monitors tracking devices, radio systems, and the website. Must be able to make quick decisions regarding requests for assistance from teams/convoys, report to the Director of Operations and assist with requests for QRF/CASEVAC. Requires 5 years of military experience in a tactical, operational or combat capacity. Must have a sound working knowledge and understanding of HF, VHF, and satellite communications systems, experience in using equipment, and first line maintenance of these systems. Required to report to and brief senior managers on communications matters and situations on the ground. Must be able to adapt to constantly changing circumstances.

2.2.3 Intelligence Analyst. Will be in the NOC structure and provide reports to both the NOC Director and the AED S2. Responsibility will be to provide the NOC Director with a detailed analysis of the battlefield as it affects reconstruction efforts in theater. Ability to produce unclassified products utilizing various media to assist the AED S2..Responsible for

disseminating to Area and Resident offices an unclassified analysis of attacks, threat assessment, and trends. Collects/analyzes all source intelligence, open source information, and counterintelligence and Human Intelligence (HUMINT) data to determine foreign intelligence, insurgent, and terrorist threats impacting AFGHANISTAN ENGINEER DISTRICT (AED), US Army Corps of Engineers personnel / resources operating in the Afghanistan Area of Responsibility (AOR). Conducts analysis of foreign intelligence services, terrorist organizations, and their surrogates targeting DoD personnel, resources, and facilities. Maintains expert knowledge of host nation intelligence and security organizations, as well as third country intelligence services that pose a threat to USACE resources and, the organization, personnel, and capabilities of state sponsored, transnational, international, or regional terrorist groups and their surrogates that threaten USACE AED security. Identifies intelligence gaps and produces reports, briefings, and studies based on analysis conducted. Performs collection management duties by evaluating field reports and assessing information and intelligence needs. Prepares briefings that describe the nature, scope, specific identification, and possible impact of the threat environment on AED reconstruction activities. Coordinates and maintains liaison relationships with military host nation and national level agencies. **MUST BE A UNITED STATES CITIZEN.** Must have a background in working at the Theater or Strategic level and extensive service in the Central Asia arena. Must obtain a US Secret clearance. Must possess excellent verbal and written skills. Must have working knowledge of Microsoft Office Software or similar programs (Excel, Word, Power Point) to maintain data, and create reports and briefings. May function in a supervisory role or independently. A minimum of two qualified analysts needed for the NOC. Intelligence Analyst activities will be performed 24 hours per day.

2.2.4 Anti-Terrorism/Force Protection Specialist. Maintains threat situational awareness through the daily review of classified and unclassified reports received from SIPR, CENTRIX, ISAF Secret, and NIPR sources . Maintains a DoD recognized Secret personnel security clearance. Assists in conducting Local Vulnerability Assessments (LVAs) and writing Antiterrorism Plans utilizing DoD Standards and Directives throughout the district at all USACE living sites and designated work and project sites; LVAs are conducted every 6 months at all locations throughout the district or more frequently based upon threat. The Contractor shall be able to identify force protection shortfalls and submit reports for mitigation/improvements. Provide District Commander with solutions that eliminate or mitigate identified vulnerabilities. Adjust countermeasures to deter and defeat new threats to District locations. Provide Antiterrorism Threat Update (AT) briefings to incoming District personnel . Provide AT/FP recommendations in all levels of AT support to all District locations. Maintain contact with the AED AT Specialist to share information. AT/FP services are required 7 days per week, and will generally be performed during AED duty hours.

2.3. RECONSTRUCTION SUPPORT AND SECURITY SERVICES.

2.3.1 Intent. The Contractor shall schedule security force tasks and missions throughout the country, based on priorities designated by the AED Commander, while providing administrative support and oversight for all contract security personnel.

2.3.2 Objective. The Contractor will provide transportation and personal protection from terrorist or criminal attacks to personnel traveling to and from and at the project worksites, and will secure personnel during site visits. The Contractor shall be prepared to respond to changes

in locations and changes to numbers of personnel required in the Area of Operations, based on changing operational assessments. The Contractor will develop and submit TTPs the SLTs must perform to execute the SLT mission. The Contractor will develop and submit for approval, standards for TTP certification and will ensure all teams are fully certified.

2.4 Contractor will provide eight (8) Security Liaison Teams (SLTs) pursuant to the requirements set forth in the Performance Work Statement, to be located as follows: two teams in Kabul to provide services in the RC Central Region of Afghanistan; one team in each of the following areas: Jalalabad, Sharana, Herat, Farah, Kunduz and Mezar-E-Sharif.

2.5. VEHICLES

2.5.1 Armored Vehicles. A total of four armored non-tactical vehicles will be required for every SLT, 32 in total for this task order. These are to be used and controlled exclusively by the contractor.

2.5.2 Rotary Air Time.

2.5.2.1 The number of hours of rotary air time specified in schedule B.3, with terms and conditions in accordance with the IDIQ terms and conditions.

2.6. COMMUNICATION

2.6.1 The Contractor will field and maintain the necessary radio networks including equipment, if required, to provide continuous communications with all activities under this contract. All frequencies must be cleared by and registered with the Afghan Ministry of Communications.

2.6.2 The Contractor will establish and maintain a commercially secure information portal, if the contractor does not already have one, which will enable an unclassified, collaborative environment for reconstruction-related activities in Afghanistan. All users must clearly demonstrate a need for access based on their contribution to the reconstruction effort of Afghanistan, agree to the security requirements, and be approved for access by the NOC intelligence cell before receiving permission to access the website.

2.6.3 The Contractor will establish and maintain a Virtual Private Network (VPN) including equipment, if required, of satellite-based links which provides flexible, secure data communications between all AED field offices and the NOC. The network must also provide bearers for the satellite based transponder tracking software platform which enables a visual map-based display of active vehicle transponders throughout Afghanistan. Each transponder must be mobile and able to be taken out of the vehicle by the end user without the use of tools. The software host for the map-based display must be BCS3 compatible. The Contractor will also provide an intranet for internal business processes.

2.6.4 The Contractor shall provide for nationwide satellite tracking of and communication with all vehicles furnished pursuant to this contract throughout Afghanistan. The Contractor will ensure the NOC is able to visibly identify any AED vehicle that has moved away from a secure location, and able to pinpoint each location using a minimum 8-digit MGRS grid reference,

updated at least every 5 minutes, using a visual map-based software system. The NOC will be able to identify a vehicle in need of assistance by visible and audible alerts, triggered manually by the user or automatically if the transponder unit is destroyed or disabled. Once alerted, the transponder will transmit its location to the NOC every minute. The NOC will have two-way verbal and text communication with every AED non-tactical vehicle in Afghanistan and every field office location.

Section E - Inspection and Acceptance

E.1 ACCEPTANCE OF SERVICES

The Contracting Officer representative (COR) for the contract will approve the inspection and acceptance of services performed by the Contractor.

E.2 CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.246-7000	Material Inspection And Receiving Report	MAR 2003

Section F - Deliveries or Performance

F.1 PERFORMANCE

All performance of the contract will be designated and coordinated with the Contracting Officer Representative (COR) for the contract. Work will be performed at the locations and times identified in each task order.

F.2 CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order

AUG 1989

Section G - Contract Administration Data

G.1 ADMINISTRATION OFFICE

U.S. Army Corps of Engineers
Afghanistan Engineering District
APO AE 09356
Attn: Chief of Contracting

G.2 PAYMENT OFFICE

USACE Finance Center
5722 Integrity Drive
Millington, TN 380-5505

G.3 CLAUSES INCORPORATED BY FULL TEXT

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

Section H - Special Contract Requirements

H.1 COMPLIANCE WITH LAWS AND REGULATIONS. The Contractor shall comply with, and shall ensure that its personnel and its subcontractors and subcontractor personnel at all tiers obey all existing and future U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps fragmentary orders, instructions and directives.

Contractor employees performing in the USCENTCOM Area of Operations are under the jurisdiction of the Uniform Code of Military Justice (UCMJ). Under the UCMJ, U.S. commanders may discipline contractor employees for criminal offenses. Contractors shall advise the Contracting Officer if they suspect an employee has committed an offense. Contractors shall not permit an employee suspected of a serious offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

(end clause)

H.2. PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS. All contractors (“contractors” herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person’s liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

Contractors are also required to comply with the following provisions:

- 1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
- 2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee’s native language that defines the terms of their employment/compensation.
- 3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
- 4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor’s written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.

6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.

Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(end clause)

H.3 SPOT

DOD CLASS DEVIATION 2007-00004

Synchronized Predeployment and Operational Tracker 252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2006)(DEVIATION)

(g) *Personnel data.*

(1) In accordance with DoD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, the Contractor shall **enter before deployment, or if already in the designated operational area, enter upon becoming an employee under the contract**, and maintain **current data, including departure data**, for all Contractor personnel that **are authorized to accompany U.S. Armed Forces deployed outside the United States** as specified in paragraph (b)(1) of this clause. The automated **web-based system** to use for this effort **is the Synchronized Pre-deployment and Operational Tracker (SPOT) (For information on how to register and enter data into this system, go to <http://www.dod.mil/bta/products/spot.html>)**.

(2) The Contractor shall ensure that all employees **in the database** have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. **The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.**

(end clause)

H.4 ARMED PERSONNEL – INCIDENT REPORTS

a. General Information DFARS 225.7402-4 requires the clause at 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States, in solicitations and contracts when contract performance requires that contractor personnel be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in (1) contingency operations; (2) humanitarian or peacekeeping operations; or (3) other military operations or exercises designated by the combatant commander.

b. Government Support DFARS 252.225-7040 and DOD Instruction 3020.41, Contractor Personnel Authorized to Accompany the US Armed Forces requires the contracting officer to address, among other items, Government support and security in the “terms of the contract.” The Statement of Work (SOW) may be used to address these requirements. The SOW’s language should be tailored to meet the needs of the specific acquisition. The requiring activity is responsible to coordinate requests for life support with FOB commanders (w/command and control of the Mayor’s Cell) to determine if the requested support is available. Examples of Life Support that may be required/authorized include, but are not limited to: (1) deployment in-processing centers; (2) training; (3) transportation to operation area; (4) transportation within operation area; (5) physical security; (6) force protection; (7) organizational clothing and individual protective equipment; (8) emergency medical care; (9) Dining facilities; (10) billeting; (11) postal service; (12) phone service; (13) emergency notification of next of kin; (14) laundry; (15) religious services; and (16) fuel. The Contracting Officer will issue contractor personnel a Letter of Authorization (LOA) which is required in order to process through the deployment processing center. See paragraph 6.2.7.4.2 of DOD-I 3020.41 for information on preparing the LOA.

c. Weapons and Weapons Firing Contractor personnel may be authorized to carry weapons in accordance DFARS 252.225-7040(j) and DOD Instruction 3020.41 paragraphs 6.3.4 and 6.3.5. Deputy Commander USCENTCOM is the approval authority for all security service and personal protection arming requests in Iraq and Afghanistan. Authority to approve or deny requests has been delegated to the MNF-I Commander for Iraq and in Afghanistan to the Commanding General, Combined Joint Task Force – 82, (effective 16 July, 2007) with authority to re-delegate to the flag officer level.

d. Armed Personnel – Incident Reports: Insert the following mandatory language in the Statement of Work of all solicitations and contracts when arming of contractors is contemplated in Iraq.

Armed Personnel – Incident Reports: All Contractors in the Multi-National Forces-Iraq (MNF-I) theater of operations shall comply with and shall ensure that their personnel supporting MNF-I forces are familiar with and comply with all applicable orders, directives, and instructions issued by the MNF-I Commander relating to force protection and safety.

Contractors shall provide an initial report of all weapons firing incidents to the Reconstruction Operations Center (ROC) as soon as practical based upon the situation and shall submit a written report to a ROC within 48 hours. The initial report will include the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the

incident, and a point of contact for the company. A follow-up, comprehensive written report of events surrounding the firing of weapons will be provided to the ROC within 96 hours. Reports shall be submitted to the ROC, Operations Section (or as otherwise directed): roc.ops@aegisiraq.com, DSN 318-239-4301, VOIP 703-544-1370, MCI 914-822-5302, IRENA 07902-7762300, Thurman 8821621157354, and IMMERVED 870764061257.

Contractors will also provide first aid and request MEDEVAC of injured persons, and remain available for Coalition response forces based upon the situation. In the event contractor personnel are detained by US or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the Contractors name, the contract number, a POC in the Contractor management, and the phone number of the ROC.

H.5. FITNESS FOR DUTY AND LIMITS ON MEDICAL / DENTAL CARE IN IRAQ AND AFGHANISTAN

The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, CENTAF, etc.)
 Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixer placement;

requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated January 4, 2007, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

Inpatient daily rate: \$1,918.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

Outpatient visit rate: \$184.00. This includes diagnostic imaging, laboratory/pathology, and pharmacy provided at the medical facility.

(end clause)

H.6. QUARTERLY CONTRACTOR CENSUS REPORTING. The prime contractor will report upon contract award and then quarterly thereafter, not later than January, 1 April, 1 July and 1 October, to JCCLJ2J5J7@pco-iraq.net for Iraq and to BGRMPARC-A@swa.army.mil for Afghanistan the following information for the prime contract and all subcontracts under this contract:

- (1) The total number of contract employees performing on the contract who receive any support benefits, including but not limited to billeting, food, use of exchanges, laundry by host nation, US Nationals, and Third Country Nationals;
- (2) The total number of prime contract employees performing on the contract by host nation, US Nationals, and Third Country National;

- (3) The total number of subcontractor employees performing on the contract by subcontractor, host nation, US Nationals, and Third Country National;
- (4) The company names and contact information of its subcontractors at all tiers; and
- (5) The name of all company POCs who are responsible for entering and updating employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFAR 252.225-7040 DOD class deviation 2007-O0004 or DFAR DOD class deviation 2007-O0010.

(end clause)

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 Iraqi 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)

H.8. DBA INSURANCE

52.000-4106 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) - SERVICES (APR 2007)

- (a) This clause supplements FAR Clause 52.228-3
- (b) The contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the U.S. Army Corps of Engineers (USACE) and CNA/Continental Insurance Company unless the contractor has a DBA self-insurance program approved by the Department of Labor. The contractor shall submit a copy of the Department of Labor's approval to the contracting officer upon contract award. The current rate under the USACE contract is \$3.50 per \$100 of compensation for services.
- (c) The contractor agrees to insert a clause substantially the same as the one in all subcontracts to which DBA is applicable. Subcontractors shall be required to insert a similar clause in any of their subcontracts subject to the DBA.
- (d) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, USACE shall modify the contract accordingly. However, the revised rates will not be applicable until the Contractor's or Subcontractor's DBA Insurance policy is due to be renewed.
- (e) Premiums will be reimbursed only if coverage is purchased through the USACE DBA Pilot Program administered by CNA Insurance and their Managing Broker, Rutherford International.

(end clause)

52.000-4106 DEFENSE BASE ACT INSURANCE RATES – LIMITATION - FIXED-PRICE (APR 2007)

- (a) The U.S. Army Corps of Engineers (USACE) has entered into a contract with CNA/Continental Insurance Company to provide all Defense Base Act (DBA) insurance to USACE contractors at a contracted rate. The rates for this insurance are as follows:

Services @ \$3.50 per \$100 of compensation (Check with Rutherford for the latest rates)

- (b) Bidders/Offerors should compute the total compensation (direct salary plus differential, but excluding per diem, housing allowance and other miscellaneous

post allowances) to be paid to employees who will be covered by DBA insurance and the cost of DBA totals in the spaces provided for the base period and whatever extension there may be thereafter, if applicable.

(1) Compensation of Covered Employees: _____

(2) Defense Base Act Insurance Costs: _____

(3) Total Cost: _____

(c) Bidders/Offerors shall include a statement as to whether or not local nationals or third country nationals will be employed on the resultant contract.

(d) CNA Insurance is utilizing Rutherford International as their managing Broker. The primary POC is the USACE DBA Program Administrator is Ramoan Jones, (703)813-6571 ramoan.jones@rutherford.com. The alternate POC is Sara Payne, Senior Vice President, (703)813-6503 sara.payne@rutherford.com.

- CNA Insurance – Contractor – Insurance Carrier
 - Roger Ellickson (312) 822-4395 Roger.ellickson@cna.com

The Continental Insurance Co.
 Roger Ellickson
 DBA CNA Insurance
 333 S. Wabash Avenue
 Chicago, IL 60685-1809

- Rutherford International – Insurance Broker
 - James Walczak (703) 813-6544 jim.walczak@rutherford.com

Rutherford International
 James Walczak
 5500 Cherokee Avenue, Suite 300
 Alexandria, VA 22312

(end clause)

H.9. AUTHORITY. The contractor shall not in any way represent that he is a part of the United States Government or that he has the authority to contract or procure supplies on the credit of the United States of America.

H.10. CONDUCT OF PERSONNEL. This contract is a "Non-personal Services Contract" as defined in FAR Part 37.101. It is, therefore, understood and agreed that the contractor and/or the contractor employees:

- a. Shall perform the services specified herein as independent contractors, not as employees of the Government.
- b. Shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with all technical, schedule or financial requirements or constraints attendant to the performance of the contract.
- c. Shall be free from supervision or control by any Government employee with respect to the manner or method of performance of the services specified; but
- d. Shall, pursuant to the Government's right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative of the Contracting Officer as is necessary to ensure accomplishment of the contract objectives.
- e. Shall conduct themselves in a professional manner, keeping in mind this is a "customer service" oriented contract.

(end clause)

H.11 KEY PERSONNEL REQUIREMENTS

- a. Certain skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the each task order. These are defined as "Key Personnel" and are those persons whose resumes shall be submitted for evaluation of the proposal. In addition to any position(s), which the Government may designate as "Key" in the PWS, the contractor shall propose which positions to designate as "Key". There is no intent on the part of the Government to require large numbers of key personnel. The Government is looking for the most cost efficient and effective number of key personnel only. The contractor shall provide supporting rationale for why the positions chosen to be "key" were chosen.
- b. The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs (c) and (d) hereof.
- c. If key personnel become, or are expected to become, unavailable for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall immediately notify the Contracting Officer, in writing. The Contractor shall, subject to the concurrence of the Contracting Officer, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.
- d. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. Requests must contain a complete resume for the proposed substitute, and any other information requested by the Contracting Officer or needed by him/her to approve or disapprove the proposed substitution. The Contracting Officer will evaluate such requests and notify the contractor of his approval or

disapproval thereof in writing.

e. If the replacement of key personnel no longer available for 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. This may be cause for default or for the convenience of the Government, as appropriate.

(end clause)

H.12. OTHER INDEPENDENT CONTRACTS. The Government may award or has awarded other contracts independent of this contract. Initial coordination required between contractors performing other contracts and this contract will be made by the Government. The Contractor shall fully support and cooperate with the other contractors and with Government personnel. The Contractor shall refer unresolved disputes with other contractors to the Contracting Officer within 1 workday from the time the dispute occurs.

(end clause)

H.13. CONTRACTOR MANPOWER REPORTING. The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract, The contractor is required to completely fill in all the information in the format using the following web address:

<https://contractormanpower.army.pentagon.mil>

The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including subcontractors); (6) Estimated direct labor dollars paid this reporting period (including subcontractors); (7) Total payments (including subcontractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each subcontractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and subcontractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and subcontractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement.

Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure website without the need for separate data entries for each required data element at the

website. The specific formats for the XML direct transfer may be downloaded from the website.

(end clause)

H.14. CONTRACT SECURITY CLASSIFICATION SPECIFICATION (DD FORM 254).

The DD Form 254, Contract Security Classification Specification is applicable and attached hereto. This contract is classified.

(end clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.216-18	Ordering	OCT 1995
52.216-19	Order Limitations	OCT 1995
52.216-22	Indefinite Quantity	OCT 1995
52.217-5	Evaluation Of Options	JUL 1990
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	AUG 2007
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-1	Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-34	Payment By Electronic Funds Transfer--Other Than Central Contractor Registration	MAY 1999
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	MAY 1999
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996

52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-2	Government Property Installation Operation Services	JUN 2007
52.246-20	Warranty Of Services	MAY 2001
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.222-7006	Combating Trafficking in Persons	OCT 2006
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	SEP 2006
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	JUN 2006
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7001	Tax Relief	JUN 1997
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAR 2007
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 -- Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **thirty (30) calendar days before contract expiration**.

52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 calendar days prior to the end of the current performance period**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days prior to before the contract expires**. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **36 months**.

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective

bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
 Division of Information
 1099 14th Street, N.W.
 Washington, DC 20570
 1-866-667-6572
 1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of clause)

CLAUSE CAVEATS

52.222-21, 26, 27, 29, 35, 36, 37

“Only applicable if contractor recruits personnel within the US.”

52.204-3, 52.232-38, 52.204-6, 252.204-7001, 52.232-34

“Only applicable to contractors that are not to be registered in the CCR database.”

52.232-33, 252.204-7004

“Only applicable to contractors that are to be registered in the CCR database.”

252.229-7000, 252.229-7001

“Only applicable if contractor is a foreign concern.”

Section J - List of Documents, Exhibits and Other Attachments

Section J - List of Documents, Exhibits and Other Attachments

J.1 DD FORM 254 CONTRACT SECURITY SPECIFICATION

J.2 PAST PERFORMANCE QUESTIONNAIRE AND TEMPLATES

Section K - Representations, Certifications and Other Statements of Offerors

K.1 CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.222-25	Affirmative Action Compliance	APR 1984
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	OCT 2006
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7042	Authorization to Perform	APR 2003

K.2 CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the

resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is -
----- [insert NAICS code].

(2) The small business size standard is ----- [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

Paragraph (c) applies.

Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
-----	-----	-----	-----
-----	-----	-----	-----

 Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It has, has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

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 when totaled 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 Iraq.

1. Total Afghan (Afghan Residents) Employed:

Iraqi: Men _____

Iraqi: Females _____

Total: _____

2. Average Afghans (Afghan Residents) Employed:

Iraqi: Men _____

Iraqi: 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 Iraqi owned firm. If the firm is Iraqi owned, the Ministry of Trade registration/license number is: _____.

Section L - Instructions, Conditions and Notices to Bidders

L.1 METHOD OF SUBMISSION

All offers shall be submitted by hand or by courier in hardcopy, one (1) original and three (3) copies to:

USACE-AED
House #1, Street #1, West Wazir Akbar Khan
Kabul, Afghanistan
Attn: James Sinclair- Contracting Officer
Solicitation W917PM-08-R-0030

(Your Company Name, Phone Number and E-mail Address:)

We are located at Qalaa House behind Amani High School and across the street from Camp Eggers. Due to heightened security conditions, access to the building is controlled by security.

ELECTRONIC SUBMISSION OF PROPOSALS WILL NOT BE ACCEPTED.

L.2 PRE-SOLICITATION MEETING

There will be a pre-solicitation meeting at the USACE-AED Qalaa House compound in Kabul, Afghanistan on 25 February 2008 at 9 AM. Please contact the following person concerning attendance at that meeting:

Mr. Ted Kerr, Project Engineer
E-Mail Address: Theodore.E.Kerr2@usace.army.mil

L.3 GENERAL INFORMATION

L.3.1 Source Selection. The source selection process will be conducted utilizing formal source selection procedures. Offers will be evaluated using the criteria under listed in Section M, EVALUATION. Offerors are encouraged to follow the directions carefully since failure to do so may result in your proposal being eliminated from consideration.

L.3.2 The Offer. The offer as defined by FAR 2.101 includes the written submission only. The submission of the documentation specified below to the Government Source Selection Evaluation Board (SSEB) will constitute the offeror's acceptance of the terms and conditions of the RFP.

L.3.3 These instructions prescribe the format for the proposal and describe the approach for the development and presentation of proposal data. These instructions are designed to ensure the

submission of necessary information to provide for the understanding and comprehensive evaluation of proposals.

L.3.4 The Government intends to make award without discussions. Because the Government does not intend to hold discussions, offerors are encouraged to include their best pricing in their initial proposal.

L.3.5 Offers shall consist of four (4) separate factors (parts): Concept of Support, Experience, Past Performance, and Price.

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:

FACTOR	TITLE	PAGE LIMIT
1	Concept of Support	40 pgs, excluding résumés
2	Experience	10 pgs
3	Past Performance	10 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.4.1 Proposal Format. The four complete parts (factors) of each proposal shall be submitted in written format. Each part of the proposal shall be organized and formatted so that an extensive search of the proposal is not necessary to perform an evaluation. Each part of the proposal shall also contain a separate “Table of Contents” that identifies all paragraphs and subparagraphs covered within that part of the proposal by paragraph and subparagraph number, title and by page number, a list of tables, figures, etc. Price proposal, factor 4, information shall not be included in the Concept of Support, Experience, or Past Performance parts. Each part shall not exceed the specified page limitation regardless of the reason. All text shall be single spaced and printed black on 8-1/2” X 11” or A4 size white paper (black on white requirement does not apply to graphics, photos, etc., company stationary and logo’s are acceptable). The offeror shall not submit verbatim sections of the appendices to this solicitation as part of their

proposal. Cross-references should be utilized to preclude unnecessary duplication of data between parts.

L.4.2 Compliance Matrix. All Offerors are instructed to submit a completed Compliance Matrix, following the example below, in sufficient detail to facilitate the source selection evaluation process. The completed compliance matrix does not count in the page limitations and the entire matrix should be inserted in the front of each part of the offer. The compliance matrix should be completed to level four (e.g., C.1.2.2), and should identify every requirement set out in the Task Order #1 Statement of Work down to level four.

Compliance Matrix (Example)

Title	CLIN	TO #1 SOW Paragraph	RFP Section	Proposal File, Page Number, Paragraph number
NOC Staff	X	x.x.x	Sections L,M	Technical, pg x, para x

L.4.3 Proposal Limitation. The proposal shall not exceed the limits stated above. If the page limits are exceeded, the Government will not evaluate the pages in excess of the limit. The Government will not accept any changes to the contractor's proposal after the closing date of the solicitation (See FAR 15.208 for further information regarding late proposals).

L.4.4 Page Limit Includes. All appendices, charts, graphs, diagrams, tables, photographs, drawings, etc.

L.4.5 Page Limit Does Not Include. Resumes, covers sheets, tables of contents, indices, title pages, cross-reference indices, compliance matrix, and section dividers/tables if they are inserted solely to provide ease to the reader in locating parts/sections of the proposal. They will be counted if they contain any other information, i.e., diagrams, extraneous data, etc. Pages marked "This page intentionally left blank" will not be counted.

L.4.6 What Counts As A Page. Pages containing text, data, charts, tables, reports, drawings or other graphics, should be reduced only to extent legibility is not lost. All text documents shall be formatted at a minimum of twelve (12) point font and one (1) inch margins. The offeror shall number each page in order to eliminate any confusion. In the event the offeror creates an ambiguity in their numbering of the pages, the Government may exercise its own discretion in counting pages.

L.4.7 Exceptions/Assumptions. If the offeror finds it necessary to take exception to any of the contract requirements specified in this solicitation, clearly indicate each such exception in the appropriate part along with a complete explanation of why the exception was taken and what benefit accrues to the Government. All substantive exceptions to the requirements and supporting rationale shall be identified as such and consolidated into an overview section of the subject part. An overview section is only required if the offeror takes exception to any requirement. In the event the offeror takes no exception to the stated requirements, a statement to this effect shall be included in the subject part.

L.5 FACTOR 1 – CONCEPT OF SUPPORT PROPOSAL.

L.5.1 The Concept of Support, Factor 1, shall be in written format. It shall, at a minimum, be prepared in a form consistent with Task Order #1 Statement of Work, and the evaluation criteria for award set forth in Section M of this solicitation. The offeror's proposal shall address task requirements to the fourth level of Task Order #1 Statement of Work. The factor shall be prepared in an orderly format and in sufficient detail to enable the Government to make a thorough evaluation of the contractor's technical competence and ability to comply with the contract task requirements specified in Task Order #1 Statement of Work. The offeror shall address as specifically as possible the actual methodology they would use for accomplishing the Task Order #1 Statement of Work.

L.5.2 The Concept of Support Proposal shall be organized and contain the following information:

L.5.2.1 Exceptions/Assumptions. Identification and explanation of any exceptions or deviations. Any assumptions used in the proposal preparation must be identified.

L.5.2.2 Technical Approach including Staffing

L.5.2.3 Personnel Qualifications

L.5.2.4 Tactics, Techniques and Procedures for Daily Operations

L.5.3.5 Management Methodology

L.5.2.6 Communications Plan

L.5.3 Documentation. The presentation package must be structured to provide an overview of the following:

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 and explain why that position has the requirement. 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.

L.5.3.2 Subfactor 1 (b) Key Personnel Qualifications. Address Personnel Qualifications by presenting: The written documentation shall furnish the qualifications on the personnel identified by the offeror as "Key Personnel," to the extent they have been identified (See Key PWS paragraph 9.2 Key Personnel Requirements). The qualifications submitted shall address at minimum: education, professional experience, specific experience, professional awards and other

relevant activities and achievements. NOTE: For each person proposed, the offeror shall provide a current resume and the following additional information:

L.5.3.2.1 If the individual is being proposed for other positions in response to other solicitations;

L.5.3.2.2 If the individual is assigned to other major projects and how they will be made available for this effort;

L.5.3.2.3 If the individual, if not employed by the offeror at the time of the submittal, has given the offeror a firm commitment to accept the position, if the offeror is awarded the contract.

L.5.3.3 Subfactor 1 (c) Tactics, Techniques and Procedures for for Daily Operations.

Address Tactics, Techniques and Procedures for Daily Operations by presenting to the Government in the form of written documentation, supported by graphic representation (photographs, graphs, slides, etc.), a detailed description of support to AED including at a minimum, the following items:

L.5.3.3.1 Describe the NOC's awareness of movements in theater by presenting a detailed plan of how each unit will be able to transmit its exact location to the NOC; how often that position is reported and how that field unit will alert the NOC that there is an emergency. How the NOC will remain aware of all AED movements in theater.

L.5.3.3.2 Describe the NOC information flow by presenting a proposed plan for convoy request procedures, site assessment requests, radio communication procedures and SOPs; detail required reports from field locations to the NOC and frequency of those reports; identify the NOC fielding procedures for reports, RFIs, and all other incoming communications from field locations; and how the NOC will be equipped to ensure efficient and uninterrupted flow of information from field locations.

L.5.3.3.3 Provide example intelligence products, similar to those required in the task order #1, that will be produced in the NOC, which reflect intelligence gathering as well as intelligence analysis capabilities; and SLT products; Address sample intelligence products by providing examples of map-based graphics and overlays used to capture sigacts, enemy activities, enemy outlook, weather, and route status; provide an example product from an SLT site assessment.

L.5.3.3.4 Detail the weekly schedule/activities of the SLT including training activities and command climate/team interaction; Address SLT schedule and weekly activities by detailing the anticipated average work week, including any mandatory daily/weekly meetings, anticipated team training exercises, information exchange activities, and any other daily or weekly SLT activities.

L.5.3.3.5 Describe SOPs for actions on contact and overall posture when interacting with the local populace; address procedures for actions on contact by presenting a response to the following: Using ISAF/NATO/CJTF-82 Rules for Use of Force, address the following scenarios:

L.5.3.3.5.1 You receive small arms fire directed at one or more of the SLT vehicles while on a movement. Describe how your response would differ if the targeted vehicle was disabled in the attack.

L.5.3.3.5.2 Your SLT convoy is the victim of an IED strike. At least one vehicle is disabled and you have seriously injured personnel.

L.5.3.3.5.3 A large crowd protesting Coalition presence in Afghanistan forms at a project location while you and AED personnel are there performing a site assessment. Describe how your response changes if the crowd becomes violently hostile.

L.5.3.4 Subfactor 1 (d) Management Methodology. Address management methodology by presenting: (1) a proposed organizational chart and supporting rationale portraying your business structure and proposed organization for managing this requirement. Specifically discuss approaches/methods/innovations and how your management and organization structure represents the functional areas of Task Order #1 Statement of Work. Presentation must define each organizational element, the direct lines of control, key personnel, responsibilities, functional relationships, the authority between the program management office and the contractor's other organizational elements, and policies and management methods to assure performance and responsiveness to the requirements of Task Order #1 Statement of Work. (2) a draft Deployment Plan by presenting written documentation regarding the offeror's plan for assuming control of all work prescribed in the Task Order #1 Statement of Work. Include a staffing plan depicting the staff mobilization schedule; a list of the Tactics, Techniques and Procedures (TTPs) to be developed and a schedule completion date for each TTP to be developed; a training plan and schedule showing mandatory training to be performed during deployment; a qualifications plan and schedule depicting the mandatory qualifications to be obtained during deployment; and a controlled access plan showing the schedule for acquiring badges and other access authorizations during the deployment period. (3) Address Business Qualifications by presenting: written documentation regarding the offeror's business qualifications. This must include a current Balance Sheet and Income Statement for the last period for which these documents were filed, a Dunn & Bradstreet Supplier Information Report, current personnel clearances for key management personnel, if any and facility clearance. Offerors shall provide an outline of how the effort required by the solicitation will be assigned for performance within the proposed service provider's corporate entity and among proposed subcontractors. List the subcontractor, if any. (4) Address Certifications by presenting: Contractor and its subcontractors at any tier must include a copy of a business or operating license (or a temporary license) from the Afghanistan Government with its proposal submission or demonstrate how they can legally perform the contract within Afghanistan.

L.5.3.5 Subfactor 1 (e) Communications Plan. Address the Communications Plan by presenting: The written documentation shall furnish the exact name brand or name of the equipment manufacturer, bandwidth and frequency specifications of all transmitting equipment (including authorized radio frequencies, satellite frequencies, cellular telephone frequencies); variety of transmitting equipment (HF, UHF, VHF or RF); and interoperability with existing US and ISAF communications systems.

L.5.4 The Concept of Support Factor shall be specific, detailed, and complete to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements for the accomplishment of the effort. Statements that the offeror understands, can, or will comply with Task Order #1 Statement Of Work (including referenced publications, technical data, etc.); statements paraphrasing the Task Order #1 Statement Of Work or parts thereof (including applicable publications, technical data, etc.); and phrases such as “standard procedures will be employed” or “well known techniques will be used,” etc., will be considered unacceptable. Offerors should note that only data submitted with this proposal shall be considered. Therefore, all referenced documents and sources of data must be included with the proposal unless said documents are issued or generated by a government entity.

The Concept of Support shall address how tasks in each functional area will be accomplished by addressing how you will be organized and staffed along with specifically describing how work will be scheduled (including use of any automated systems or work loading procedures), proposed work processes and outputs, process interfaces, innovations, assumptions of support, and cross-utilization training and plans depicting staffing, providing a staffing plan (manpower matrices) showing the proposed total overall manning by work year and labor category for each functional area and supervisory level.

L.6 FACTOR 2 – EXPERIENCE

L.6.1 Each offeror shall submit an experience part with its proposal in accordance with the format contained in the below paragraphs. Experience will detail the offeror’s relevant work. The offeror shall provide documentation outlining the offeror’s experience in the last five years with contracts similar in nature, size, and complexity as a prime or subcontractor. Those offerors that do not submit the required contract information will not be considered for award. The submittal shall include rationale on how it was determined that the work performed previously was the same or similar in nature, size, and complexity to the work specified by this solicitation.

L.6.2 Documentation Shall Be Submitted In The Following Format:

L.6.2.1 Exceptions/Assumptions. Identification and explanation of any exceptions or deviations. Any assumptions used in the proposal preparation must be identified.

L.6.2.2 Contract Experience

L.6.3 Address Contract Experience by presenting: detailed information regarding up to five (5) fulfilled contracts 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). If more than five (5) total contracts are given (including those of the prime and all subcontractors), only the first five will be reviewed by the Government.

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.

L.6.4 Information required in the above paragraphs shall be provided for each proposed subcontractor who is anticipated to perform a significant portion of the effort. “Significant” is defined for these purposes in terms of estimated dollar amount of the subcontract (e.g., \$550,000 or more). With regard to prime contract assignments that will be performed by the prime service provider and not a proposed subcontractor, the prime service provider shall indicate:

- What internal corporate bodies/divisions will accomplish which portions of the effort.
- Whether or not those divisions were responsible for performance under the previous contracts cited for the instant proposal, and
- If those divisions have relocated since the accomplishment of previous cited contract efforts, a description of any changes arising from that relocation in terms of key personnel, facilities and equipment.

L.6.5 Offerors shall include in their proposal the written consent of these proposed significant subcontractors to allow the Government to discuss the subcontractor’s experience evaluation with the offeror during any discussions. Subcontractors with no experience in contracts of similar size and complexity may provide the equivalent information on company officials and/or personnel proposed for this action.

L.6.6 It is incumbent upon the offeror to explain the relevance of the data provided. The Government will not search for data to cure problems it finds in proposals. The burden of providing thorough and complete experience information remains with the offeror. Proposals that do not contain the information requested risk rejection or a lower rating by the Government. The overall experience evaluation is based on the whole of all data received.

L.7 FACTOR 3 – PAST PERFORMANCE

L.7.1 Each offeror shall submit a past performance part with its proposal. Note that experience and past performance, although related, are measures of different information. Whereas experience measures whether an offeror has performed relevant work, past performance measures the QUALITY of an offeror’s past work.

L.7.2 The offeror shall ensure that the documentation below is supplied by the solicitation closing date for each project identified in the response to the Experience evaluation factor.

L.7.3 The Past Performance Questionnaire, Attachment J.2, Section J, shall be used by the Government to ascertain past performance information from each project supplied. The Contracting Officer will attempt to conduct interviews with the clients listed on the past performance questionnaire.

L.7.4 The offeror shall submit information for all projects supplied in response to the Experience factor. Information for each significant subcontractor (subcontracts of \$550,000 or more) proposed for this effort shall be included.

L.7.5 As additional data, the offeror shall provide the following required information concerning termination actions. The information shall be submitted for ALL contracts it has had terminated, in whole or in part, for default during the past three (3) years and any contracts which are currently in the process of such termination. This information is required for any contract, similar or not to the proposed effort. A copy of any cure notices or show cause letters received on each contract and a description of any corrective action by the offeror or proposed subcontractor shall be submitted.

L.7.6 Any explanatory data the offeror wishes to provide in response to the above requirements shall be submitted in the following format:

L.7.6.1 Exceptions/Assumptions: Identification and explanation of any exceptions or deviations. Any assumptions used in the proposal preparation must be identified.

L.7.6.2 Explanatory data for each contract, including cost overruns and delays and reasons for these, submitted in response to the past performance requirement.

L.7.7 Offerors are reminded that both independent data and data provided by offerors in their proposals may be used by the Government to evaluate offeror past performance. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. The Government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete past performance information remains with the offerors. Proposals that do not contain the information requested by this paragraph risk rejection or a less than acceptable past performance rating by the Government.

L.7.8 In the case of an offeror without any relevant past performance history, past performance will be evaluated as “neutral;” that is, the Government will assign a “neutral” rating to an offeror who, through no fault of its own, has no past performance history (e.g., a new business). The offeror shall explain why no past performance information is provided. However, an offeror who simply neglects to include any relevant past performance information in its proposal will risk rejection or a less than acceptable performance rating by the Government. If the past performance information is negative, the contractor will be given an opportunity to provide rebuttal if it has not already been provided one.

L.7.9 All comments will be taken into account and could affect the overall rating. The overall past performance evaluation rating will be based on the whole of all data received. Offerors with no past performance who have not participated in contracts of similar size and complexity may provide the equivalent information on company officials and/or personnel proposed for this action. If the offeror has no past performance, they will be rated as “neutral.”

L.8 FACTOR 4 – PRICE PROPOSAL

L.8.1 General. The offeror shall provide the following information: a completed SF-33, Sections B (schedules B.2 and B.3), Section K, all data required by this solicitation and additional data that would be supportive to the Price Evaluation Committee in making the assessments of price completeness, reasonableness and realism.

L.8.2 Offerors shall acknowledge all amendments in writing.

L.8.3 Offerors shall ensure that no pricing information is displayed in the Technical Approach, Management Approach, Experience, Past Performance and Concept of Support Files.

L.8.4 The price file has no page limitation; however, the following shall be submitted in the format identified below:

L.8.4.1 Exceptions/Assumptions. Identification and explanation of any exceptions or deviations. Any assumptions used in the proposal preparation must be identified.

L.8.4.2 The SF 33 shall be submitted fully completed. The offeror is cautioned that the SF-33 must contain an original signature in block 17 of the form. The offeror shall acknowledge any amendments to the RFP in accordance with the instructions on the SF-33.

L.8.4.3 Section B (schedules B.2 and B.3) shall be submitted fully completed and error free. It shall contain the offeror’s prices for the Contract Line Item Numbers (CLINS) set forth in that section. The offeror is cautioned to complete all blanks to identify any CLIN not priced as “Not Separately Priced” or “N/A” as applicable. If B.2 and B.3 do not have the same prices for similar CLINs, an explanation must be given.

L.8.4.4 Section K (Representatives, Certifications, and Other Statements of Offerors). The offeror shall ensure that Section K is submitted thoroughly completed with all blocks in each certification/representation completed truthfully and completely.

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.214-34	Submission Of Offers In The English Language	APR 1991
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999

52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999
52.233-2	Service Of Protest	SEP 2006
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of provision)

Section M - Evaluation Factors for Award

SECTION M EVALUATION**M.1 BASIS FOR SELECTION OF SUCCESSFUL OFFER**

M.1.1 BASIS OF AWARD. Award will be made to the offeror whose proposal represents the best value to the Government. Offerors are advised that the Government seeks proposals which demonstrate the greatest management and technical ability at a reasonable, realistic and affordable price based on the evaluation factors listed below. Therefore, evaluated price will be compared to management and technical competence. A cost/technical tradeoff will be conducted to determine which offer represents the overall best value to the Government. The Government reserves the right to make an award to other than the lowest-priced offeror if the Contracting Officer determines that to do so would result in the best value to the Government.

M.1.2 AWARD MAY BE MADE WITHOUT DISCUSSIONS. However, in accordance with FAR Sub-part 15.306(a)(1)&(2) some clarifications may be required. In accordance with FAR Sub-part 15.306(a)(3), the Government reserves the right to hold discussions if it is determined that discussions are necessary. Should the number of proposals exceed the number of proposals that would otherwise be in the competitive range and the number at which an efficient competition can be conducted, the Contracting Officer will establish the competitive range.

M.2 RELATIVE IMPORTANCE OF EVALUATION FACTORS

M.2.1 Technical Factors. 1) Concept of Support, 2) Experience, and 3) Past Performance are of equal importance relative to each other. All technical subfactors are of equal importance relative to each other.

M.2.2 All technical factors combined are significantly more important than price.

M.2.3 In accordance with FAR Subpart 15.101-1 Trade-Off Process, the Government will make an award to the offeror whose offer represents the best value to the Government and may accept other than the lowest price offer. An award will be made to the offeror whose combination of Technical Ability and Price represents the best value to the Government.

M.3 PROPOSAL EVALUATION

M.3.1 The Government will review the offeror's proposal to determine completeness, reasonableness and realism of the offer.

M.3.2 Offerors are urged to submit their best prices, since less than the best prices could result in exclusion of the proposal from further consideration.

M.3.3 Offerors are reminded that unsupported promises to comply with the contractual

requirements are not sufficient. Proposals must not merely promise to fulfill requirements, but must provide convincing evidence in support of any conclusion statements relating to promised performance. The offeror's proposal is presumed to represent its best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and price should be explained in the proposal. Unexplained inconsistencies resulting from the offeror's lack of understanding of the nature and scope of the work required may be grounds for rejection of the proposal.

M.4 EVALUATION CRITERIA

M.4.1 An evaluation of all offers will be made in accordance with the criteria set forth below. Evaluation criteria consist of all factors and sub-factors. All factors are equal and all subfactors of each factor are equal. All technical factors combined are significantly more important than price. The factors and sub-factors will be evaluated and assigned merit ratings using the adjectives of Excellent (E), Good (G), Satisfactory (S), Marginal (M), and Unsatisfactory (U) and Neutral (N).

M.4.2 The individual members of the Source Selection Evaluation Board (SSEB) will evaluate each proposal in relation to each factor, and then the board will give a consensus rating. Each factor, with the exception of price, will receive a rating, and then there will be an overall evaluation rating of the proposal as a whole. The overall evaluation of the offeror's capability to perform shall be based on all the evaluation factors stated below.

M.5 FACTORS TO BE EVALUATED

M.5.1 FACTOR 1- CONCEPT OF SUPPORT

M.5.1.1 Subfactor 1 (a) Technical Approach including Staffing Plan

M.5.1.2 Subfactor 1 (b) Key Personnel Qualifications

M.5.1.3 Subfactor 1 (c) Tactics, Techniques and Procedures for Daily Operations

M.5.1.4 Subfactor 1 (d) Management Methodology

M.5.1.5 Subfactor 1 (e) Communications Plan

M.5.2 FACTOR 2- EXPERIENCE

M.5.3 FACTOR 3- PAST PERFORMANCE

M.5.4 PRICE

M.6 TECHNICAL FACTORS EVALUATION CRITERIA

M.6.1 FACTOR 1 - CONCEPT OF SUPPORT. The following subfactors, all of equal importance, are to be evaluated:

M.6.1.1 Subfactor 1 (a) Technical Approach including Staffing Plan. The Government will evaluate this subfactor to determine the contractor's ability to maintain and supervise a consistent level of required, qualified personnel. **Of particular relevance is the ability to ensure no lapse in staffing services provided.**

M.6.1.2 Subfactor 1 (b) Key Personnel Qualifications. The Government will evaluate this subfactor to determine quality of personnel recruited by the contractor. **Of particular relevance is the combination of relevant experience and education for each identified employee. Experience in situations similar to that envisioned by the contract and experience in Afghanistan are important qualities.**

M.6.1.3 Subfactor 1 (c) Tactics, Techniques and Procedures for Daily Operations. The Government will evaluate this subfactor to determine the ability of the contractor to adequately and efficiently handle daily operations as required in the PWS. **Of particular relevance are emergency notification and response procedures and contractor's ability to maintain situational awareness of countrywide activities.**

M.6.1.4 Subfactor 1 (d) Management Methodology. The Government will evaluate this subfactor to determine the contractor's ability to establish and maintain a nationwide framework for personnel and operations management. **Of particular relevance is the contractor's ability to ensure properly qualified and equipped personnel are positioned in a timely manner.**

M.6.1.5 Subfactor 1 (e) Communications Plan. The Government will evaluate this subfactor to determine how well the contractor will maintain nationwide situational awareness through voice, text and visual means. **Of particular relevance are the systems and failsafe measures emplaced to ensure adequate, consistent voice, text and visual communications throughout the theater of operations. While no particular manufacturer or brand is anticipated, the Government will be looking at the quality and reliability of the proposed equipment. In assessing the proposed equipment the Government will rely on reputable consumer reports and other outside information.**

M.6.2 FACTOR 2- EXPERIENCE

The Government will evaluate the relevant work experience of the contractor's team including subcontractors, on projects similar to that described in this RFP. Contractor teams with experience on similar relevant projects (type, dollar value, complexity) and working together as a team will receive a higher rating than those with dissimilar or non-relevant projects.

Relevancy is determined by geographic location (proximity to AED's AO), managing multiple security-type tasks at once (NOC/intelligence, vehicles, mobile security, community liaising, QA services, aircraft, static security, etc.), dollar value (\$15 million or more per year), work with the Government (showing understanding of federal contracting procedures),

Teams that have not performed at least two relevant contracts in the last 36 months valued at \$15 million or more each will be rejected as unqualified.

M.6.3 PAST PERFORMANCE

This factor may be evaluated by contacting references for customer satisfaction and review of quality performance evaluations or other information provided by the offeror or obtained by the Government. The evaluators will consider the relevance of the experience that the past performance evaluations are based on. Such relevance is defined at M.6.2 above. The success achieved on past projects will affect be used to determine the rating. In the event that an offeror does not have a record of past performance evaluations, a written explanation of the reasons why no record is available is requested. In the case of an offeror without a record of relevant past performance evaluations or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on this factor. A neutral rating will be assigned.

Offers which deviate from RFP specifications or requirements may be considered weak or deficient.

Proposals with the most convincing evidence will receive the highest ratings.

M.6.4 PRICE

The Government will evaluate whether the price proposals are complete and reasonable. The price proposals will not be assigned adjective ratings but will be assigned a confidence/risk rating. The government will evaluate the proposed pricing and supporting information to determine the reasonableness and completeness of the proposed price. In comparing prices, the Government will compare the total prices for the first task order. However, the Government will also check the prices for the CLINs in the base contract for unbalanced prices. Unbalanced proposals may be rejected as high risk.

M.7 METHOD OF PROPOSAL EVALAUTION

M.7.1 Proposals will be reviewed to determine if they contain the required minimum procurement and technical data. Incomplete proposals may be eliminated. All forms shall be filled in and all requested data must be provided.

M.7.2 After the compliance review, the Government will begin evaluation and scoring the factors and sub-factors set forth herein. The Price proposal information will be evaluated (not scored) with regard to reasonable and complete pricing and associated risks.

M.7.3 If necessary, a competitive range may be determined. The competitive range will consist of all proposals which are considered to have a reasonable chance of being selected for award. However, the offeror is reminded that the Government intends to award without discussions and that their best offer should be provided with the initial proposal. After the determination of the competitive range, written and/or oral discussions may be conducted with all offerors within the competitive range. Upon completion of written and/or oral discussions, Final Proposal Revision will be requested.

M.7.4 The Government may reject any or all proposals and waive minor informalities or minor irregularities in proposals.

M.7.5 SELECTION and AWARD. Award will be made to the offeror that, in the judgment of the Contracting Officer, provides the best combination of management and technical capability and reasonable cost. The Government reserves the right to make award to other than the lowest cost offeror, price and other factors considered under the provision of “best value” to the Government.

ATTACHMENT J.1
DD FORM 254

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>		1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED SECRET b. LEVEL OF SAFEGUARDING REQUIRED NONE	
2. THIS SPECIFICATION IS FOR: <i>(x and complete as applicable)</i>		3. THIS SPECIFICATION IS: <i>(x and complete as applicable)</i>	
<input type="checkbox"/>	a. PRIME CONTRACT NUMBER	<input checked="" type="checkbox"/>	a. ORIGINAL (Complete date in all cases)
		DATE (YYMMDD)	
<input type="checkbox"/>	b. SUBCONTRACT NUMBER	<input type="checkbox"/>	b. REVISED (Supersedes all previous specs)
		Revision No.	DATE (YYMMDD)
<input checked="" type="checkbox"/>	c. SOLICITATION OR OTHER NUMBER	DUE DATE (YYMMDD)	c. FINAL (Complete Item 5 in all cases)
		DATE (YYMMDD)	
4. THIS IS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ (preceding Contract Number) is transferred to this follow-on contract.			
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, authorization of the identified classified material is authorized for the period of _____.			
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)			
a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
7. SUBCONTRACTOR			
a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip code)	
8. ACTUAL PERFORMANCE			
a. LOCATION Afghanistan.	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT					
The U.S. Army Corps of Engineers (USACE), Afghanistan Engineering (AED), intends to issue Single Award Task Order Contract (SATOC) to procure all labor, equipment, management and supplies (less Government Furnished Property), to perform Reconstruction Security Support Services (RSSS) for AED throughout the Afghanistan area of operations. This is a classified procurement.					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. RESTRICTED DATA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. FORMERLY RESTRICTED DATA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION:	<input type="checkbox"/>	<input type="checkbox"/>	e. PERFORM SERVICES ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(1) Sensitive Compartmented information (SCI)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Non-SCI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. SPECIAL ACCESS INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. NATO INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	l. OTHER (<i>Specify</i>)	<input type="checkbox"/>	<input type="checkbox"/>
k. OTHER (<i>Specify</i>)	<input checked="" type="checkbox"/>	<input type="checkbox"/>			

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12. PUBLIC RELEASE. Any information (*classified or unclassified*) pertaining to this contract shall not be released for public dissemination except as provided by the iNISPOM or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public release be submitted for approval prior to release

Direct Through (*Specify*):

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of (Public Affairs)* for review.

***In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.**

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to recommend changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions or interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. *(Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages needed to provide complete guidance.)*

The Contractor shall establish a primary threat assessment and interpretation cell, capable of managing and disseminating unclassified and open source information, based upon collection and screening of classified US and NATO intelligence reports. Intelligence cell personnel will have controlled access to classified information for situational awareness, and may be granted specific authority while performing functions under the supervision of the AED S2. Members of the Contractor's Intelligence staff must possess security clearances granted by the appropriate authorities up to the SECRET level. Clearance to access both the US SIPRNET and ISAF SECRET computer networks must be obtained by the Contractor for any and all personnel designated to work in the Intelligence cell. These personnel view classified US and NATO Government systems for situational awareness purposes only. Classified information shall not be included in any product disseminated in the public domain. However, critical threat information can be relayed to teams about to deploy on the ground if the information relates to an "imminent threat to life".

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to NISPOM requirements, are established for this contract. *Yes, identify the* Yes No *pertinent contractual clauses in the contract document itself, or provide any appropriate statement which identifies additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)*

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. *(If and identify specific* Yes No *areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)*

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE (Include Area Code)
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d. ADDRESS <i>(Include Zip Code)</i>	17. REQUIRED DISTRIBUTION <input checked="" type="checkbox"/> a. CONTRACTOR <input checked="" type="checkbox"/> b. SUBCONTRACTOR <input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input checked="" type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input type="checkbox"/> f. OTHERS AS NECESSARY
e. SIGNATURE	

DD FORM 254 Reverse

ATTACHMENT J.2
PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE FOR SOLICITATION W917PM-08-R-0030

I. CONTRACT INFORMATION: (to be filled out by offeror.)

A. Contractor: _____

B. Contractor Address: _____

C. Contract Number: _____

D. Status: Active _____ Completed _____

E. Contract Amount: \$ _____

F. Period of Performance: _____

G. Services Provided (Explain in detail the type of services provided by the contractor):

II. RESPONDENT IDENTIFICATION (****NOT TO BE RELEASED OUTSIDE GOVERNMENT CHANNELS****)

A. Name: _____

B. Position and Title: _____

C. Phone Number: _____

D. Address: _____

E. Relationship and Time involved with Contractor:

F. Date questionnaire was completed: _____

Note: Once Offerors have completed Part I Contract Information, e-mail the Questionnaire to the following e-mail address: James.R.Sinclair@usace.army.mil . The contracting Officer will contact the contract respondent and complete the form by interview or correspondence.

CONTRACTOR RATING	
<p>1. In this section of the questionnaire you are asked to rate the contractor. Please indicate the rating that best applies. If you wish to elaborate on any of your answers, please provide comments at the end of this section. If more space is needed, continue your comments on a separate sheet of paper and attach it to this questionnaire prior to submission. 2. You are urged to supplement your own knowledge of the contractor's performance with the judgment of others in your organization. Any marginal ratings should be supplemented with an explanatory narrative in the remarks block of this survey 3. ONCE COMPLETED, THIS SURVEY WILL BE CONSIDERED SOURCE SELECTION SENSITIVE IN ACCORDANCE WITH FAR PART 3.104 4. The following definitions are applicable rating levels for the contractor's performance:</p>	
(E) Exceptional/High Confidence	Based on the offeror's performance record, essentially no doubt exists that the offeror will successfully perform the required effort.
(VG) Very Good/Significant Confidence	Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort.
(S) Satisfactory/Confidence	Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort.
(N) Neutral/Unknown Confidence	No performance record identifiable.
(M) Marginal/Little Confidence	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve the contract requirements.
(U) Unsatisfactory/No Confidence	Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

CONTRACTOR'S RESPONSIVENESS	
1. Rate the contractor's ability to meet specific response times and completion dates. Has the contractor ever been assessed liquidated damages?	E VG S N M U Yes (Explain) or No
2. Rate the timeliness of contractor's response to emergency situations/requirements.	E VG S N M U
3. To what extent did the contractor provide reliable, supportable cost estimates?	E VG S N M U
QUALITY CONTROL AND WORKMANSHIP	
1. Rate the contractor's overall responsiveness in terms of quality and workmanship.	E VG S N M U

CUSTOMER SATISFACTION	
1. How flexible was the contractor at satisfying customer requirements?	E VG S N M U
2. To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E VG S N M U
CONTRACTOR MANAGEMENT	
1. Rate the working relationship between the contractor, your company and your designated representative (to include inspection personnel) .	E VG S N M U
2. Rate the contractor's ability to meet appropriate staffing/manning levels with qualified personnel.	E VG S N M U
3. How effective was on-site management, including management of subcontractors?	E VG S N M U
4. How knowledgeable were key personnel of the contract requirements?	E VG S N M U
5. Rate the contractor's ability to identify and correct, and prevent potential contractual problems early, and advise before the problem becomes a delay or life-threatening situation.	E VG S N M U
COMPLIANCE WITH ENVIRONMENTAL /SAFETY AND SECURITY	
1. Has the contractor ever received any Notification of Violations resulting from contract performance?	Yes (Explain) or No
2. Rate the contractor's compliance with environmental, safety, and security requirements.	E VG S N M U
CONTRACTUAL OBLIGATIONS	
1. Has a cure notice or show cause notice ever been issued?	Yes (Explain) or No
2. To what extent, if any, has the contractor had any problems obtaining bonding?	E VG S N M U
3. To what extent did the contractor submit required reports and documentation timely and accurate?	E VG S N M U
4. Rate the contractor's achievement of subcontracting plan goals (if applicable)?	E VG S N M U
5. Would you hire this contractor again? Highly likely--, Likely--, Unlikely--, Highly Unlikely	HL L U HU

ADDITIONAL COMMENTS - Please provide any objective comments/additional information for this contract or on any other contracts performed by the contractor that may be of interest: