



SECTION A

Request for Proposal (RFP APP-103006-R-0006)/Award

For

**500 MAN CAMP PROJECT-CIVIL WORKS
Kabul, Afghanistan**

DynCorp International, LLC		Solicitation/Award for Services	
Subcontract			
DoS Prime Contract No.: S-LMAQM-04-C-0030			
1. Solicitation No.:	2. Issue Date:	3. Tracking Number:	
APP-103006-R-0006	31 OCTOBER 2006	N/A	
4. For Solicitation Information Contact:	5. Type Of Subcontract:	6. Proposal Due Date/Local Time:	
Mr. Lou Cosby Phone: +93 (0) 798 264 182 Email: cosbyl1@yahoo.com	<input checked="" type="checkbox"/> Services	05 NOV 2006 1600 p.m.	
7. Issued By:	8. Ship To/Invoice to:	9. FOB Point:	
DynCorp International LLC CIVPOL – Site 2, Pink House Share-e-now Abu Raihani Beroni Street, Kabul, Afghanistan	DynCorp International LLC Attn: Finance Manager CIVPOL – Site 2, Pink House Share-e-now Abu Raihani Beroni Street, Kabul, Afghanistan	<input type="checkbox"/> Origin <input checked="" type="checkbox"/> Destination See Exhibit B – Price Schedule	
THIS SUBCONTRACT IS A <input type="checkbox"/> FIRM FIXED UNIT <input checked="" type="checkbox"/> FIRM FIXED PRICE <input type="checkbox"/> OTHER NOT-TO-EXCEED			
10. TABLE OF CONTENTS			
Section	Description	Section	Description
Section A	Solicitation Form*	Section D*	Subcontract Including Terms and Conditions, Exhibit 1 – Statement of Work Exhibit 2 – Pricing Schedule Exhibit 3 – Subcontract Proposal Exhibit 4 – Prime Contract Flow Downs & Special Provisions for Services Subcontracts Exhibit 5 – Past Performance Questionnaire
Section B	Instruction to Offerors *		
Section C	Offeror Representations and Certifications*		
* Pre-Award			
11. Subcontractor:	12. Discount Terms:	13. Business Size Classification:	
Name: _____ Address: _____ Point of Contact: _____ Phone: _____ Fax: _____ Email _____		<input type="checkbox"/> Large <input type="checkbox"/> Small <input type="checkbox"/> SDB <input type="checkbox"/> HUBZone <input type="checkbox"/> Veteran Owned <input type="checkbox"/> Veteran Disabled <input type="checkbox"/> Woman Owned	
14. Acknowledgement of Amendments:			
Amend No. _____ Dated: _____ Amend No. _____ Dated: _____ Amend No. _____ Dated: _____ Amend No. _____ Dated: _____			
15. Subcontractor is required to sign this document and return the original and one (1) copy to the issuing office. If a Subcontract is to be issued, the award will be made based on the subcontract format shown in Section D.			
16a. Signature of Subcontractor:	16b. Name and Title of Signer (Type or Print):	16c. Date Signed:	



SECTION B

Instructions to Offerors For RFP APP-103006-R-0006

- Note to Offerors:**
- 1. Read all Instructions**
 - 2. Complete Attachments**

<p>NOTICE TO OFFERORS</p> <p><u>RFP Number:</u> APP-103006-R-0006</p> <p><u>Date Issued:</u> 31 October 2006, 2006</p>	<p><u>Questions:</u> Due in writing/email no later than 3 NOV 2006, 16:00 p.m.</p> <p><u>Proposal Due Date:</u> 05 November 2006 – 1600 p.m.</p>
<p>Buyer: Lou Cosby Telephone: 93 (0) 798 264 182 Email: cosby11@yahoo.com</p>	<p>Alternate POC: W. Stephen Walter, Telephone: 0798-235-948 Email: stephen.walter@dyncorp-global.com</p>

Optional Boxes Marked with an “x” are included in this requirement.

1. DEFINITIONS

The term “Subcontract Documents” denotes all Solicitation and Proposal documents, including the Request for Proposal Letter.

For purposes of this RFP, a successful Offeror shall be designated as Subcontractor after award.

For purposes of this RFP, the words proposal(s) and offer(s) shall be the same thing. Offeror and Proposer are one and the same and may be used interchangeably.

See Article I entitled “Definitions” in Subcontract - Section D for additional information.

2. ALL COSTS INCURRED SHALL BE AT THE COST TO THE OFFEROR. DYNCORP INTERNATIONAL (DI) WILL NOT PROVIDE ANY MONETARY REIMBURSEMENT FOR TRAVEL.

3. PREPARATION OF PROPOSALS.

A. Your Offer must **communicate your unconditional assent to the terms and conditions** in this RFP (See Page 10), its attachments and documents incorporated by reference. Unless this RFP expressly authorizes alternate proposals with respect to specific terms or conditions of this RFP, your (1) Failure or refusal to assent to any of the terms and conditions of this RFP, (2) proposal of additional terms or conditions, or (3) omission of any material information, will constitute a deficiency, which may make your offer unacceptable to us. Complete the ‘Terms and Conditions Certification’ stating the degree to which you will meet the requirement of this solicitation. Document any discrepancies, conflicts or exceptions taken to the Statement of Work or any solicitation clauses. See Page 10 in this section.

B. Offerors are expected to examine the complete Solicitation, including drawings, specifications, and the Subcontract Documents, including articles, schedule, provisions, clauses, appendices, attachments, all instructions and Solicitation amendments which might in any way affect the cost and performance. Failure to do so will be at the Offeror’s risk and no relief for errors or omissions by the Offeror will be given, after Subcontract award. It is understood and agreed that all actions taken and information furnished by the Offeror as a result of this Solicitation are at no cost or obligation to DYNCORP INTERNATIONAL or the Owner and shall not be construed as an obligation on the part of DYNCORP INTERNATIONAL to enter into an Subcontract with the Offeror, whether or not the requirements reflected in this Solicitation are terminated or modified.

C. Each proposal shall show the full legal name and business address of the Offeror, including its street address, if it differs from the mailing address, and shall be signed bearing the original signature by the person or persons authorized to bind the Offeror, and shall be dated. Proposals by a partnership or by a joint venture which does not comprise a legal entity shall be signed by an authorized representative of each partner or joint venture member as applicable and list the full names and

addresses of all partners or joint venture members. Partnerships and joint ventures are subject to the approval of DYNCORP INTERNATIONAL and/or the Owner. The place of incorporation or registration of Offeror shall be stated in the proposal. The name of each signatory shall be typed or otherwise clearly imprinted below each signature. When requested, satisfactory evidence of the authority of any signatory on behalf of the Offeror shall be furnished. **Proposals shall not exceed 100 pages in length!**

D. Section A – Complete Blocks 11 – 16c.

E. Section C - Complete Offeror Representations and Certifications (Annual). Ensure all items are completed.

F. Section D, Exhibit 2 – Pricing Schedule. Ensure required information is provided and calculations are correct.

4. PRODUCT SAMPLES.

When required by the Solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, samples shall be submitted at no expense to DYNCORP INTERNATIONAL, and returned at the sender's request and expense, unless they are destroyed during pre-award testing.

5. SUBMITTAL OF PROPOSALS.

The Offeror may submit the Proposals by hard copy and email no later than the due date. Due to security considerations, ZIP files or RAR files cannot be accepted; **multiple emails with "PDF" files are acceptable.** Offeror must submit the original signed document plus three (3) copies of an exact replica of their transmitted proposal within two (2) business days after the proposal due date in order to be considered for award. Original signed documents shall be provided to Mr. Lou Cosby, Contract Manager, cosbyl1@yahoo.com. Offers shall be submitted in sealed envelopes or packages, addressed to the office specified below, and shall show the time specified for receipt, the Request for Proposal Number, and the name and address of the Offeror. **No public opening will be held. Submit proposal to the address checked below:**

MARK EXTERIOR ENVELOPE/PACKAGE AS FOLLOWS:



DynCorp International
Business Office,
DynCorp Site 2 – Pink House
Kabul, Afghanistan
Attention: Mr. Lou Cosby
Solicitation No: APP-103006-R-0006

RFP Due Date/Time: 04 November, 2006 Local Time: 16:00 p.m.

6. PERIOD OF ACCEPTANCE OF OFFERORS.

The Offeror agrees to hold **the prices in its offer firm for ninety (90) calendar days** from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

7. QUESTIONS AND EXPLANATIONS TO OFFERORS.

Should the Offeror find discrepancies in or omissions from the Solicitation or Subcontract Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the Solicitation Documents, the Offeror shall promptly notify DI in writing. **All questions or comments regarding this Solicitation shall be directed only to the individual identified in Section A, Block 4, correspondence with any other DI personnel will be cause for disqualification of the proposal.** Any explanations desired by an Offeror regarding the meaning or interpretation of the Solicitation must be requested in writing/e-mail. Oral explanations or instructions given before award shall not be binding upon either party. Any information given to an Offeror concerning a Solicitation will be furnished to all Offerors as an addendum/amendment to the Solicitation if such information is necessary to submit a responsive offer.

All questions must be submitted in writing/e-mail no later than 1600 p.m. local time – Thursday 03 Nov, 2006. All Questions and Answers will be provided to all offerors no later than 04 November, 2006.

8. EVALUATION

DYNCORP INTERNATIONAL will award a Subcontract resulting from this Solicitation to the responsible Offeror whose offer conforming to the Solicitation will be most advantageous to DYNCORP INTERNATIONAL and the Owner, price and other factors considered. It is DYNCORP INTERNATIONAL's intent to make one (1) award based on initial offers received. However, DYNCORP INTERNATIONAL reserves the right to award multiple subcontracts to meet project requirements. Therefore your offer should be submitted initially on the most favorable terms from a price, schedule and technical standpoint. However, DYNCORP INTERNATIONAL may conduct discussions/negotiations with Offeror if it is determined to be in DYNCORP INTERNATIONAL's and Owner's best interest.

Attention is directed to Federal Acquisition Regulation (FAR) 52.215-1, which provides that contracts shall be awarded to that responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and sub-factors in the solicitation. "Evaluation Factors" shall include all of those evaluation factors and sub-factors that are described in this Section.

This is a best value source selection conducted in accordance with the Federal Acquisition Regulations. Award shall be made to contractors who are deemed responsible in accordance with FAR 9.104, whose proposal conforms to the solicitation's requirements, and is judged to represent best value to DynCorp International. The best value is represented by the most advantageous offer, price and other factors considered. Such an offer may not necessarily be the proposal offering the lowest price or receiving the highest technical rating.

Prospective offerors are advised that a proposal meeting solicitation requirements with the lowest evaluated price may not be selected if award to a higher evaluated price offeror is determined, in the sole opinion of DynCorp International, to be most advantageous to DynCorp International. Each contractor shall be evaluated relative to the Evaluation Factors & Criteria section, below.

Evaluation Factors & Criteria:

Award will be made to the responsible offeror whose proposal conforms to solicitation requirements, such as required delivery dates, terms and conditions, and technical requirements, in addition to those included below. Proposals failing to meet solicitation requirements may be deemed to be unacceptable and may not be further evaluated. **A finding of unsatisfactory in any single evaluation factor renders the entire proposal unsatisfactory and therefore not available for award. Additional factors will not be further evaluated!**

The following factors shall be used to evaluate offers:

A. TECHNICAL PROPOSAL

-The Offeror shall deliver requested services in quantities and quality as specified in the Solicitation. There shall be a demonstration of capacity to meet technical specifications to include transition events and timeline. Offerors must clearly indicate in their technical proposal how they are going to comply with the requirements of the SOW; a point by point discussion is required – merely answering "will comply" will not be enough to evaluate offers. Please refer to item #9, "Proposal/Form Volumes" listed below regarding additional requirements for Offeror's Technical Proposal. The submitted detailed proposed project execution plan (Methodology) shall include but not be limited to schedule, methods, resources and procedures. The details and examples within the submission will be considered for aspects including the demonstration of a sound approach for design reviews, material supply and testing, shipping, receiving, storage and transport of material to work areas, quality control plan, commissioning plan, and an operations and maintenance plan.

-The plans, methods and procedures will be reviewed and considered for accuracy, completeness, realism, and reasonableness, with respect to meeting the solicitation requirements as described in the sections above. DynCorp International will consider how the company's methods and procedures will be applied to ensure that only quality work is performed by its own workforce and any subcontractors in accordance with the proposed solicitation requirements.

-DynCorp International will consider how organization structure, management methods, procedures and schedules will be applied in order to monitor project work progress during construction, and implement corrective actions to make-up for lost time and replace any damaged material. The proposed schedule information and critical path submitted will be considered for demonstration of an understanding of the time required and necessary logistics to complete the works, and a sound project management methodology. DynCorp International will consider the proposed security plan for resources, methods and procedures which will be applied for the safety of personnel

traveling to and from the work sites and to safely conduct operations during construction. The proposed plan will also be considered for a demonstrated comprehension of the security situation in the specific area of operations and the offeror's ability to secure personnel, the worksite and materials.

-The Offeror shall have in place sufficient capability to provide required supplies/services. The Offeror shall provide details of its supply/service capabilities including how it intends to use its facilities/resources to meet the supply/service requirements for the 500-Man Camp Civil Works in Kabul, Afghanistan, in accordance with the SOW.

-Warranty of Services. Offeror shall show conformance to good standards of service and reliability of service.

- The Offeror shall submit a Quality Assurance Plan along with the proposal for review.

- Implementation procedures of the QA Plan for the Proposed scope of work.

- Demonstration of ability to perform services in accordance with subcontract specifications.

Offeror's ability to provide proof of the following within their Proposal:

- Adequate financial resources to perform the contract or the ability to obtain them.
- Compliance with proposed delivery or performance schedule
- Necessary organization, experience, accounting and operational controls and technical skills
- Necessary production, technical equipment and facilities

DI will evaluate the Technical factors using four adjective rating definitions in order to assign an overall adjective rating definition to the Technical factor. The following four rating definitions apply:

- EXCEPTIONAL: Exceptional in all significant respects; offers significant advantages in key areas; excellent probability of success.
- GOOD: High quality in most respects; good probability of success; generally exceeds minimum requirements; improvement possible or could be further detailed.
- SATISFACTORY: Adequate overall presentation, but some areas less than thorough in analysis or detail; fair probability of success; meets minimum requirements, improvement possible in some major areas.
- UNSATISFACTORY: Inadequate presentation; fails to meet minimum requirements.

Additionally, a summary of strengths, weaknesses and deficiencies will be prepared for each evaluated offer.

B. PAST PERFORMANCE

- The Offeror shall provide a list of three (3) customer references that have purchased similar supplies/services within the prior twenty-four (24) months, with a short summary description of the project. The list shall include contact name, phone number, and email address. Past performance should show satisfaction of end users with Offeror's products and services.

DYNCORP INTERNATIONAL will perform an independent determination of relevancy of the data provided or obtained. A determination of risk that the offeror can successfully accomplish the proposed effort based on the provided or obtained past performance data will also be made. DYNCORP INTERNATIONAL is not bound by the offeror's opinion of relevancy. In the past performance evaluation, the following relevancy levels apply:

- VERY RELEVANT: Present/past performance programs involved the magnitude of effort and complexities which are *essentially* what this solicitation requires.

- **RELEVANT:** Present/past performance programs involved less magnitude of effort and complexities, including **most** of what this solicitation requires.
- **SOMEWHAT RELEVANT:** Present/past performance programs involved much less magnitude of effort and complexities, including **some** of what this solicitation requires.
- **NOT RELEVANT/NEUTRAL:** No relevant present/past performance data applies or was provided. Per FAR Part 15.305 (a) (2) (iv), in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

In the past performance evaluation, the following risk ratings apply:

- **VERY LOW RISK:** Present/past performance data was very favorable overall. There is very low risk that the offeror will fail to meet the requirements of the proposed effort.
- **LOW RISK:** Present/past performance data was favorable overall. There is low risk that the offeror will fail to meet the requirements of the proposed effort.
- **MODERATE RISK:** Present/past performance data included some favorable elements and some unfavorable elements. There is moderate risk that the offeror will fail to meet the requirements of the proposed effort.
- **HIGH RISK:** Present/past performance data was unfavorable overall. There is high risk that the offeror will fail to meet the requirements of the proposed effort.
- **NO RISK ESTABLISHED:** No relevant present/past performance data applies or was provided. No risk determination can be made based upon the past performance data provided/obtained. Per FAR Part 15.305 (a) (2) (iv), in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

For purposes of evaluation, the overall **Factor B - Past Performance** factor rating will be an adjective rating corresponding to the above risk rating definitions. Additionally, a summary of strengths, weaknesses and deficiencies will be prepared for each evaluated offer.

C. PRICE

- (a) IAW FAR Part 15.305 (a) (1) Cost or Price Evaluation, this competitive procurement will establish the basis for price reasonableness. Offerors are advised that DYNCORP INTERNATIONAL reserves the right to evaluate the offered price by conducting a price realism analysis to determine whether the offeror's price reflects a sufficient understanding of the contract requirements and the risk inherent in the offeror's approach.
- (b) Total evaluated price, for award purposes, will be based upon the total price proposed.

Relative Values of Evaluation Factors:

All non-price factors, when combined, are more important than price. With regard to non-price factors, Factor A, Technical Proposal, and Factor B, Past Performance, are equal in importance, and each is more important than Factor C, Price.

DI intends to evaluate offers and award a Subcontract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms for price, schedule and technical merit. However, DI reserves the right to conduct discussions if later determined by DI to be necessary.

A written notice of award or acceptance of an offer, mailed, or otherwise furnished to the successful Offeror within the time specified in the offer, shall result in a binding Subcontract without further action by either party. Before the offer's specified

expiration time, DI may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

9. PROPOSAL FORM/VOLUMES.

The Offeror's proposal shall be bound in **two (2) separate volumes** in loose leaf form with all documents on an accompanying CD or electronic files emailed to address in Notice # 5 (above), Microsoft Office/WORD compatible format.

Offeror's Volume I - Technical Proposal shall include:

- Proposal Narrative: Must include all information required by the statement of work.
- Concise construction methodology, resources and schedule to demonstrate Offeror understands the works required.
- Staffing Plan as required by the Statement of Work.
- Past Performance: The Offeror as well as any lower tier subcontractors shall submit a list and short summary of similar projects, of similar scope and magnitude, which were completed within the last three (3) years, including a contact person for each reference. This listing shall be submitted as part of the proposal.
- QA Plan and Implementation procedures for proposed scope of service if applicable.
- Subcontract specific Safety Plan demonstrating the Offeror's understanding of the Risk Factors specific to the statement of work.

Offeror's Volume II proposal shall include:

- Solicitation form
- Price Schedule of Services
- Representations and Certifications
- Terms and Conditions Certification and any exceptions to the Subcontract provisions.

10. ACKNOWLEDGMENT OF AMENDMENT.

Receipt of an amendment to this solicitation by an Offeror must be acknowledged (a) by signing and returning the Solicitation/Award Form and returning by letter, email or facsimile, upon receipt of the amendment; and (b) completing Box 14, Section A, Solicitation/Award.

11. LATE PROPOSALS/OFFERS, MODIFICATION OF PROPOSALS/OFFERS, AND WITHDRAWAL OF PROPOSALS/OFFERS.

Any proposal received at the office designated in the Solicitation after the exact time specified for receipt may not be considered, except under the following conditions: (a) it is received before award is made, (b) it is the only proposal received, or (c) where it is advantageous to DYNACORP INTERNATIONAL to accept late proposals.

Proposals may be withdrawn by written notice received at any time prior to the date specified for receipt of proposals.

12. PROPOSAL/OFFER VALIDITY AND EXCEPTIONS TO TERMS.

The submission of an offer in response to this Solicitation constitutes acceptance of these Instructions to Offerors, the Subcontract terms and conditions and such provisions, representations, certifications and specifications identified as a part of the Solicitation unless the Offeror identifies any exceptions thereto. Exceptions must be clearly identified and the rationale fully supported by the Offeror. Proposals shall be firm for acceptance within the minimum number of days as identified in Paragraph 7 above.

14. PENALTY FOR MAKING FALSE STATEMENTS.

A penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

15. NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS).

SUBSECTION: _____

NAICS Code: _____

THE SMALL BUSINESS SIZE STANDARD IS:

The “annual receipts” of a concern that has been in business for three or more complete fiscal years means the annual average gross revenue of the concern taken for the last three fiscal years. For the purpose of this definition, gross revenue of the concern includes revenues from the sale of products and services, interests, rents, fees, commissions, and/or whatever other sources derived; but less returns and allowances, sales of fixed assets, inter-affiliate transactions between a concern and its domestic and foreign affiliates, and taxes collected for remittance (and if due, remitted) to a third party.

A small business concern for the purpose of this procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is submitting offers for Owner contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

The small business size for a concern which submits an offer in its own name, but which proposes to furnish an item which itself did not manufacture, is 500 employees.

16. SALES AND USE TAXES—REPORTING AND PAYMENT.

The Offeror shall assume and be responsible for the payment, without claim for the reimbursement, of all taxes, levies, duties, tariffs, imports and excise taxes, if any assessed. Furthermore, the Offeror shall pay or cause to be paid all taxes and employer contributions imposed by present and future laws with respect to remuneration of employees of the Offeror and any lower-tier subcontractor and all interest and penalties payable under said laws as a result of noncompliance therewith.

17. SITE VISIT (CONSTRUCTION) (FEB 1995)

The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

End of Proposal Instructions



SECTION C

Annual Representations and Certifications For Service Subcontracts

(Annual – Once submitted, Representations and Certifications are good for one (1) year unless there are changes)

SECTION C – REPRESENTATIONS AND CERTIFICATIONS

1) Taxpayer Identification (FAR 52.204-3, 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 solicitation provision, means the number required by the 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 Offerors 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 Offerors 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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other: State basis. _____

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 _____

2) Data Universal Numbering System (DUNS) Number (FAR 52.204-6, JUN 1999)

- A. The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- B. If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the Offeror. For information on obtaining a DUNS number, the Offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The Offeror should be prepared to provide the following information:
 - (1) Company name.
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager.
 - (6) Date the company was started.
 - (7) Number of people employed by the company.
 - (8) Company affiliation.
- C. Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

3) AUTHORIZED NEGOTIATORS

The Offeror represents that the following persons are authorized to negotiate on its behalf with DYNCORP INTERNATIONAL and have authority to bind Offeror including without limitation with respect to prices and terms and conditions in connection with this offer: (list names, titles, and telephone numbers of the authorized negotiators).

4) TYPE OF BUSINESS ORGANIZATION

The Offeror or respondent, by checking the applicable box, represents that:

- (a) If Offeror is a U.S. entity, it operates as an individual, a partnership, a nonprofit organization, a joint venture, or a limited liability company or corporation incorporated or formed under the laws of the State of _____.
- (b) If the Offeror is a foreign entity, it operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation or a _____ registered for business and operating under the laws of _____ (country/province).

5) PARENT COMPANY AND IDENTIFYING DATA

- A. A “parent” company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the Offeror. To own the offering company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control an Offeror as a parent even though not meeting the requirement for such ownership if the parent company is able to formulate, determine, or veto basic policy decisions of the Offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.
- B. The Offeror is, is not owned or controlled by a parent company.
- C. If the Offeror checked “is” in the paragraph (B) above, it shall provide the following information: Name and Main Office Address of Parent Company (include Zip Code)

Parent Company’s Employer Identification Number: _____

- D. If the Offeror checked “is not” in paragraph (B) above, it shall insert its own Employer’s Identification Number on the following line: _____

6) SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1, APR 2002)

- A.
 - (1) The North American Industry Classification System (NAICS) code for this acquisition is: **See Section B, para 15.**
 - (2) The small business size standard is: **See Section B, para 15.**
 - (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. *Representations.*
 - (1) The Offeror represents as part of its offer that it is, is not a small business concern.
 - (2) (Complete only if the Offeror represented itself as a small business concern in paragraph B (1) of this provision.) The Offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
 - (3) (Complete only if the Offeror represented itself as a small business concern in paragraph B (1) of this provision.) The Offeror represents as part of its offer that it is, is not a woman-owned small business concern.
 - (4) [Complete only if the Offeror represented itself as a small business concern in paragraph B (1) of this provision.] The Offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(5) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph B (4) of this provision.] The Offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(6) [Complete only if Offeror represented itself as a small business concern in paragraph B (1) of this provision.] The Offeror represents, as part of its offer, that-

It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph B (6) (i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

C. *Definitions.* As used in this provision --

Service-disabled veteran-owned small business concern --

(1) Means a small business concern --

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16).

"Small business concern," means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph A of this provision.

Veteran-owned small business concern means a small business concern --

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Woman-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of that is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

D. *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or woman-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

7) COMPLIANCE WITH VETERANS'S EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e.; if it has any contract containing Federal Acquisition Regulation Clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

8) PLACE OF PERFORMANCE

A. The Offeror, in the performance of any subcontract resulting from this solicitation:

Intends, does not intend to use one or more plants or facilities located at a different address from the address of the Offeror as indicated in this proposal.

B. If Offeror checks "intends" in paragraph A above, it shall insert in the spaces provided below, the required information:

Place of Performance (Street Address, City, County, State and Zip Code)

Name and address of Owner and Operator of the Plant or Facility if other than Offeror

9) BUY AMERICAN CERTIFICATE

The Offeror hereby certifies that each end product, except those listed below, is a domestic end product (as defined in FAR Part 25), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States. Offerors may obtain from DYNCORP INTERNATIONAL lists of articles, materials, and supplies excepted from the Buy American Act (listed in Part 25 of the Federal Acquisition Regulation). The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Foreign End Products

Country of Origin

NOTE: DYNCORP INTERNATIONAL will evaluate offers that include foreign end items in accordance with FAR Part 25.

10) ANTI-KICKBACK

By submission of this offer, the Offeror certifies that it has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any kickback; and has not included, directly or indirectly, the amount of any kickback in the offer. "Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided, directly or indirectly, to any Government prime contractor (e.g., the Company), prime contractor employee, subcontractor at any tier, or any employee of any such subcontractor, for the purpose of obtaining or rewarding favorable treatment in connection with a subcontract at any tier relating to a Government Prime Contract.

11) CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2 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 or factors used to calculate the price offered.
- (2) (i) 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 subcontract award (in the case of a negotiated solicitation) unless otherwise required by law; and

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 certificate by the signatory that the signatory:

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph A (1) through A (3) of this provision; or
 - 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) thru A (3) of this provision
[insert full name of person(s) in the Offeror's organization responsible for determining the price offered in this bid or proposal, and 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) of this provision have not participated and will not participate in any action contrary to subparagraphs A (1) through A (3) of this provision; 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.

12) AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222—25, APR 1984)

The Offeror represents that

- A. It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- B. It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

13) EQUAL OPPORTUNITY (FAR 52.222-26, FEB 1999)

- A. If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- B. During performing this contract, the Contractor agrees as follows:
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
 - (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to --

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the (OFCCP) for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C. Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures

in 41 CFR 60-1.1.

15) RESTRICTION ON CERTAIN FOREIGN PURCHASES (FAR 52.225—13, DEC 2003)

- A. Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Subcontractor shall not acquire for use in the performance of this Subcontract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
- B. Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States, or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially designated Nationals and Blocked Persons at <http://www.epls.gov/TerList1.html>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/ofac>.
- C. The Offeror shall insert this clause, including this paragraph C, in all subcontracts.

16) PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22, 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 lower-tier subcontractors, will be obtained before award of those lower-tier subcontracts.

17) PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21, FEB 1999) (Applicable to Offers over \$10,000.00)

- A. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- B. The Offeror agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the agreement.
- C. The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:
 - (1) Obtain identical certifications from proposed lower-tier subcontractors before the award of lower-tier subcontracts under which the lower-tier subcontractor will be subject to the Equal Opportunity clause;
 - i. Retain the certifications in the files; and
 - ii. Forward the following notice to the proposed lower-tier subcontractors (except if the proposed lower-tier subcontractors have submitted identical certifications for specific time periods):

***Notice to Prospective Subcontractor of Requirements for
Certification of Non-segregated Facilities***

A Certification of Non-segregated Facilities must be submitted before the award of a subcontract under which the Offeror will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during the period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

18) CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11 APR 1991) – (Applicable to Offers of \$100,000.00 or more)

- A. The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in Section E of this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- B. The offeror, by signing this offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:
 - (i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
 - (ii) If any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Procurement Manager; and
 - (iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- C. Submission of this certification and disclosure is a prerequisite for making or entering into this subcontract imposed by Section 1352, Title 31, United States Code. Any person who makes expenditures prohibited under this provision, or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each failure.

19) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS / (FAR 52.209.5) (DEC 2001) (Applicable to Offers of \$100,000.00 or more)

- (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 not presently debarred, suspended, proposed for debarment, or declare ineligible for the award of contracts by any federal agency;
 - (B) Have not , within the 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;
 - (C) 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; and
 - (ii) The Offeror has not within a three-year period preceding this offer, had one or more contracts for default by any Federal agency.
 - (2) "Principals" for the purpose 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, and United States Code.

- (b) The Offeror shall provide immediate written notice to DYNCORP INTERNATIONAL 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 DYNCORP INTERNATIONAL 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, DYNCORP INTERNATIONAL may terminate the contract resulting from this solicitation for default.

20) CLEAN AIR AND WATER CERTIFICATION (Applicable to Offers of \$100,000.00 or more)

- A. The Offeror certifies that any facility used in the performance of this proposed subcontract,
 Is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- B. The Offeror will immediately notify DYNCORP INTERNATIONAL, before award, of the receipt of any communication from the Administrator or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- C. The Offeror will include a certification substantially the same as this certification, including this paragraph (C), in every nonexempt subcontract.

21) TOXIC CHEMICAL RELEASE REPORTING (Applicable to Offers of \$100,000.00 or more)

- A. *(Applicable if offer exceeds \$100,000.)* Submission of this certification is a prerequisite for making or entering into this subcontract imposed by Executive Order 12969, August 8, 1995.
- B. By signing this offer, the Offeror certifies that:
 - (1) As the owner or operator of facilities that will be used in the performance of this subcontract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and Section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the Offeror will file and continue to file for such facilities for the life of the subcontract the Toxic Chemical Release Inventory Form (Form R) as described in Section 313(a) and (g) of EPCRA and Section 6607 of PPA; or
 - (2) None of its owned or operated facilities to be used in the performance of this subcontract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons (check each block that is applicable):
 - The facility does not manufacture, process, or otherwise use any toxic chemicals listed under Section 313(a) of EPCRA, 42 U.S.C. 11023(c);

- (ii) The facility does not have ten or more full-time employees as specified in Section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (iv) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

Signature of officer/employee certifying compliance with workplace
substance abuse program

Date

22) REPRESENTATION REGARDING SUBCONTRACTING PLAN REQUIREMENTS (Applicable to Offers of \$500,000.00 or more - \$1,000,000.00 if Construction)

The Offeror represents that:

(Check one or more of the following)

- (1) It is a small business as defined in accordance with 13 CFR part 121 of the Small Business Administration regulations;
- (2) Subcontracting possibilities are not offered with respect to this contract;
- (3) This subcontract is not expected to exceed \$500,000 (or \$1,000,000 if solely for construction of a public facility);
or
- (4) It is required to submit a lower-tier subcontracting plan for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.

23) COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1, JUNE 2000) (Applicable over \$500,000.00)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant subcontract.

If the Offeror is an educational institution, Part II does not apply unless the contemplated subcontract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

- (a) Any subcontract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those subcontracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any Offeror submitting a proposal which, if accepted, will result in a subcontract subject to the requirements of 48 CFR Chapter 99 must, as a condition of subcontracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the

Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: *In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting subcontract performance cost data.*

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.*

The Offeror hereby certifies that, as part of the Offer, copies of the Disclosure Statement have been submitted as follows:

- i. Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and
- ii. One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and address of Cognizant ACO or Federal Official Where Filed:

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.*

The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and address of Cognizant ACO or Federal Official Where Filed:

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with cost accounting practices disclosed in the Disclosure Statement.

(3) *Certificate of Monetary Exemption.*

The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the DYNCORP INTERNATIONAL Procurement Representative immediately.

(4) *Certificate of Interim Exemption.*

The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this Offer was submitted, and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the SA, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean the resultant subcontract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the DYNCORP INTERNATIONAL Procurement Representative immediately.

CAUTION: An Offeror may not claim the above eligibility for modified subcontract coverage if this proposal is expected to result in the award of a CAS-covered subcontract of \$50 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The Offeror shall indicate below whether award of the contemplated subcontract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES NO

Boxes Checked by DYNCORP INTERNATIONAL are applicable to this acquisition

24) CERTIFICATION REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAM AT DOS SITES

- A. Any subcontract awarded as a result of this solicitation will be subject to the policies, criteria, and procedures of 10 CFR Part 707, Workplace Substance Abuse Programs at DOS sites.
- B. The Offeror certifies and agrees that it will either (1) develop, implement, and maintain a program which complies with the requirements of 10 CFR Part 707; and/or (2) comply with that portion of the project's Health & Safety Plan addressing workplace substance abuse programs, the Construction Labor Agreement, and the DYNCORP INTERNATIONAL written program.
- C. Failure of the Offeror to certify in accordance with paragraph B of this provision renders the offeror unqualified and ineligible for award.

In addition to the Government, this certification concerns a matter within the jurisdiction of an agency of the United States, and the making of false, fictitious, or fraudulent statements may render the maker subject to prosecution under Title 18, U.S.C., Section 1001.

25) Representation of Limited Rights Data and Restricted Computer Software (FAR 52.227-15, May 1999)

- A. This Solicitation sets forth the work to be performed if an agreement is awarded, and DI's known delivery requirements for data (as defined in FAR [27.401](#)). Any resulting agreement may also provide DI the option to order additional data under the Additional Data Requirements clause at [52.227-16](#) of the FAR, if included in the Subcontract. Any data delivered under the resulting Subcontract will be subject to the Rights in Data -- General clause at [52.227-14](#) that is to be included in this Subcontract. Under the latter clause, a Subcontractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the DI's facility.

- B. As an aid in determining DI's need to include Alternate II or Alternate III in the clause at [52.227-14](#), Rights in Data -- General, the Offeror shall complete paragraph C of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should an agreement be awarded to the offeror.
- C. The Offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block] – None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software. Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data -- General."

26) ECONOMIC PURCHASE QUANTITY--SUPPLIES (FAR 52.207-4, AUG 1987)

- A. Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to DYNCORP INTERNATIONAL and the Owner.
- B. Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

Offeror Recommendations

Price

Item Quantity quotation Total

- C. The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist DI in developing a data base for future acquisitions of these items. However, DI reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and DI's requirements indicate that different quantities should be acquired.

SIGNATURE/CERTIFICATION

By signing below, the Offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The Offeror further certifies that it will notify DI Procurement of any changes to these Representations and Certifications. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under preference programs established pursuant to Sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal Law that specifically references Section 8(d) for a definition of program eligibility, shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies, including suspension and debarment; and (3) be ineligible for participation in programs conducted under the authority of the Act. The

Representations and Certifications made by the Offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent Representation or Certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Signature of the Officer or Employee Responsible for this Submittal

Typed Name and Title of the Officer or Employee Responsible for this Submittal

Name of Organization

Street Address of Organization

City, State Zip Code

Date of Execution

Telephone Number

Email Address

Facsimile Number



SECTION D -Subcontract- Including Terms and Conditions

Exhibit 1 – Statement/Scope of Work

Exhibit 2 – Pricing Schedule

Exhibit 3 – Subcontractor Proposal

Exhibit 4 – Clauses & Special Provisions, Sects. A & B



INTERNATIONAL
one source

**DynCorp International LLC
CIVPOL - Site II, Pink House
Shar-e-now Abu Raihani
Beroni Street, Kabul
Afghanistan**

SECTION D -Subcontract- Including Terms and Conditions

SUBCONTRACT

NO. _____

Between

DynCorp International LLC

and

TABLE OF CONTENTS

Preamble	
Article 1	Definitions
Article 2	Subcontract Term, Effectively and Content
Article 3	Order of Precedence
Article 4	Insurance
Article 5	Proprietary and Confidential Information
Article 6	Subcontractor Responsibilities and Interpretation Subcontract
Article 7	Subcontractor contacts with Buyer's Customer and Other Subcontractors
Article 8	Performance
Article 9	Liquidated Damages
Article 10	Ordering
Article 11	Changes and Extra Work
Article 12	Warranty
Article 13	Option to Extend the Term of the Contract - Reserved
Article 14	Payment and Invoicing
Article 15	Acceptance
Article 16	Modifications and Notices
Article 17	Patents and Royalties
Article 18	Liens and Encumbrances
Article 19	Indemnification
Article 20	Termination
Article 21	Suspension of Work
Article 22	Notice of Third Party Claims against the Subcontractor
Article 23	Disputes
Article 24	Applicable Law
Article 25	Assignment
Article 26	Rights, Remedies and Waiver
Article 27	Gratuities
Article 28	Offset
Article 29	Severability
Article 30	Interpretation of Subcontract
Article 31	General Terms and Conditions
Article 32	Contract Document
Exhibit 1	Statement of Work
Exhibit 2	Pricing Schedule
Exhibit 3	Subcontractor Proposal
Exhibit 4	Prime Contract Flow Downs and Special Provisions

PREAMBLE

This Subcontract is entered into by and between:

- (1) **DYNCORP INTERNATIONAL LLC**, with an office located at Share-e-naw, Abu Raihani Beroni Street, Kabul, Afghanistan (hereinafter called "DynCorp" or "Buyer"); and
- (2) _____, whose address is _____ (hereinafter called _____ " or "Subcontractor").
- (3) DynCorp and _____ may also be referred to herein individually as the "Party" or collectively as the "Parties".

This is an FFP Subcontract to support the CIVPOL effort located in Kabul, Afghanistan, for its FY 2006 mission cycle, as outlined by Statement/Scope of Work (Exhibit 1) attached hereto, for the labor, facilities, equipment, materials, supplies, and services necessary to accomplish the Civil Works part of the 500-Man Camp Construction in Kabul, Afghanistan, with a Firm Fixed Price of \$_____, issued in support of the Buyer's U.S. Government Prime Contract No. S-LMAQM-04-C-0030 for the Civilian Police (CIVPOL) Program with the United States Department of State.

THE PARTIES HERETO AGREE:

ARTICLE 1 DEFINITIONS

As used throughout this Subcontract, the following terms and expressions have the meanings and interpretation set forth below:

- A. "Subcontract" means this written contract executed between DI and Subcontractor.
- B. "Services" and/or "Work" mean all services, labor, material and actions necessary for the performance of this Subcontract.
- C. "Prime Contract" means the contract between DI and DI's Client in support of which this Subcontract is issued, including any amendments thereto.
- D. "DI" means the entity identified as such on the face page of this Subcontract.
- E. "Subcontractor" means the entity, and all of its lower tier subcontractors, identified as such on the face page of this Subcontract.
- F. "Client" and/or "Owner" refers to the entity identified as Client on the face page of this Subcontract.

- G. "Subcontract Administrator" refers to DI's Procurement/Contracts Department Representative assigned to administer this Subcontract.
- H. "Subcontract Price" refers to the total price as set forth in Article IX, Price Schedule section of this Subcontract.
- I. "Site", "Worksite" and/or "Jobsite" refer to Client's premises associated with the Prime Contract.
- J. Days referred to in this Subcontract are defined as calendar days, unless otherwise specified.
- K. Supplies - includes but not limited to equipment, components, parts, intermediate assemblies end products and raw materials to be provided by Supplier/Subcontractor and its lower-tier suppliers/subcontractors pursuant to this Subcontract.

ARTICLE 2
SUBCONTRACT TERM, EFFECTIVITY, AND CONTENT

This Subcontract consists of these Articles and Exhibits 1, 2, 3, and 4 listed below:

- EXHIBIT 1: Statement/Scope of Work (WITH ATTACHED DRAWINGS, SPECIFICATIONS)
- EXHIBIT 2: Pricing Schedule/BOQ
- EXHIBIT 3: Subcontractor Proposal
- EXHIBIT 4: Clauses & Special Provisions, Sections A&B

ARTICLE 3
ORDER OF PRECEDENCE

- 3.1 The documents forming the subcontract shall be taken as mutually explanatory of one another.
- 3.2 In case of any inconsistency in this subcontract, it shall be resolved by giving precedence in the following order:

- Exhibit 1 - Subcontract Drawings, Specifications and Statement of Work.
- Exhibit 2 - Pricing Schedule/BOQ
- Exhibit 3 - Subcontractor's Proposal
- Exhibit 4 - Prime Contract Flow-Down Clauses
- Exhibit E - Any documents forming part of this contract

ARTICLE 4
INSURANCE

Subcontractor, from the time of start of the Services hereunder until completion of the Services, shall provide at its own expense and maintain in effect the following types and amounts of insurance with terms and with insurance companies satisfactory to DI:

- A. Workers' Compensation Insurance and Employer's Liability Insurance including occupational disease in accordance with the laws of States or Provinces where the Services are to be performed. Employer's Liability Insurance will have a limit of \$250,000 per person per accident.
If the performance of this Subcontract requires the use of watercraft or is performed over water, Subcontractor shall also provide coverage for liability under U.S. Longshoremen's and Harbor Workers' Compensation Act and liability for admiralty benefits and damages under the Jones Act and further provide that a claim "in rem" shall be treated as a claim against the employer.
- B. Comprehensive General Liability Insurance, including contractual liability and Products Completed Operations coverage with limits of not less than \$1,000,000 combined single limits.
- C. Automobile Liability Insurance covering owned, non-owned and hired vehicles used by Subcontractor with limits of not less than \$1,000,000 combined single limit. If Subcontractor's Comprehensive General Liability Insurance and Auto Liability Insurance are combined forming one policy and one limit of liability, the limits shall not be less than \$1,000,000 combined single limit.
- D. Professional Liability Insurance with a limit of at least \$1,000,000 each occurrence with annual aggregate for all claims of \$1,000,000 subject to a deductible each occurrence of not more than \$50,000.
- E. If the performance of this Subcontract requires the use of watercraft, Subcontractor shall carry, or require the owners of such watercraft to carry:
1. Hull and Machinery (including Collision Liability) Insurance in an amount not less than the market value of the watercraft (Charterer's and/or Owner's Limitation Clause to be deleted) and,
 2. Protection Indemnity Insurance in an amount not less than the market value of the watercraft or \$1,000,000, whichever is greater (Charterer's and/or Owner's Limitation Clause to be deleted).
- F. If the performance of this Subcontract requires the use of aircraft, Subcontractor shall carry, or require the owners of such aircraft to carry:
1. All Risks Hull Insurance in an amount equal to the replacement value of the aircraft, and
 2. Bodily Injury Liability, including Passenger Liability of not less than \$1,000,000 applicable to any one person and \$1,000,000 for more than one person in any occurrence and \$1,000,000 for loss of or damage to property in any one occurrence.
- G. Other Requirements
1. Additional Insured: As to insurance set out in Paragraphs B, C, E.1, E.2, F.1, and F.2, DI and Owner shall be included as an additional insured.
 2. Waiver of Subrogation: All policies shall be endorsed to provide that underwriters and insurance companies of Subcontractor shall not have any right of subrogation against Contractor or Owner or any of its parents, subsidiaries, agents, employees, invitees, servants, subcontractors, insurers, underwriters, and such other parties as they may designate.
 3. Primary Insurance: All policies shall be endorsed to provide that, with respect to Subcontractor's Services, Subcontractor's insurance shall always be primary coverage with respect to any insurance that may be maintained by DI or Owner.
 4. Notice of Cancellation: All policies shall be endorsed to provide that thirty (30) days prior written notice shall be given to DI in the event of cancellation or material change in the policies.

5. Subcontractor and its subcontractors at all times shall waive any right of recovery against DI or Owner or any of their parents, subsidiaries, affiliates, agents, employees, invitees, servants, subcontractors, insurers, underwriters, and such other parties as they may designate for loss or damage covered by insurance of the types specified in paragraphs B, C, D, E, and F above and the Excess Employers Liability Insurance.
6. Certificates: Subcontractor shall furnish Certificates of Insurance evidencing insurance required hereunder before the start of any Services and upon request, shall furnish copies of the actual policies. Certificates of Insurance shall include specific reference to compliance with Paragraphs G.1, G.2, G.3, and G.4.

Subcontractor shall require its lower tier subcontractors to provide the same insurance coverages and requirements as described herein, unless otherwise agreed in writing between the parties.

ARTICLE 5

PROPRIETARY AND CONFIDENTIAL INFORMATION

All confidential and proprietary information should be marked "confidential" or "proprietary" in writing by DI. However, Subcontractor should assume that all reports, technical documents, maps, plans, recommendations, and estimates are considered to be confidential information which shall not be disclosed except to authorized DI Representatives. All reports, technical documents, maps, plans, recommendations, and estimates are considered proprietary and should not be disclosed by the Subcontractor. The Subcontractor shall not use any confidential or proprietary information to its advantage. This Article survives the termination of the contract and will remain in effect for three (3) years after the termination or completion date of the agreement.

All Background Investigations (BI) and associated documents are the sole property of DI. The Subcontractor shall exercise the utmost discretion in regard to all matters relating to Background Investigations. The Subcontractor shall not communicate to any person any information known by reason of performance of services under this Subcontract, that has not been made public, except as is required in the necessary performance of duties. All documents and records (including photographs) generated during the performance of work under this Subcontract shall be for the sole use and shall become the exclusive property of DI. Furthermore, no article, book, pamphlet, recording, broadcast, speech, television appearance, film, or photograph concerning any aspect of work performed under this Subcontract shall be published or disseminated through any media without the prior written consent of DI. These obligations do not cease upon the expiration or termination of this Subcontract.

Upon completion, expiration or termination, all documents, reports, technical documents, maps, plans, recommendations, estimates, pamphlets, recordings, broadcast, speeches, television appearances, film, photographs concerning any aspect of work performed under this Subcontract, whether written, electronic, analog or digital will be provided to DI on proper media for storage purposes. All other copies will be destroyed, deleted, or expunged from Subcontractor's files or storage facilities.

ARTICLE 6

SUBCONTRACTOR RESPONSIBILITIES AND INTERPRETATION OF SUBCONTRACT

- A. It shall be the obligation of the Subcontractor to exercise due diligence to discover and to bring to the attention of DI, at the earliest possible time, any ambiguities, discrepancies, inconsistencies, or conflicts in or between any of the technical or contractual provisions hereof.
- B. Any ambiguity, discrepancy, inconsistency or conflict in or between any of the technical or contractual provisions hereof shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of subcontracting.
- C. Subcontractor shall be an independent contractor in all its operations and activities hereunder, and all employees furnished by Subcontractor to perform the Services shall be deemed to be Subcontractor's employees exclusively; and shall be paid by Subcontractor for all services in this connection.
- D. Subcontractor, its employees, and representatives, shall at all times comply with any and all applicable laws, ordinances, statutes, rules, and regulations, of the federal, state, or local government, including but expressly not limited to those relating to wages, hours, and working conditions. Subcontractor shall procure and pay for all insurances, permits and inspections required by any governmental authority for any part of the Services and shall furnish any bonds, security, or deposits required for performance of the Services.
- E. Subcontractor shall comply with all applicable laws, executive orders, and regulations concerning nondiscrimination in employment (including the Equal Opportunity Clause of Section 202, Executive Order 11246, dated September 24, 1965) 38 USC 2012, as amended by Section 402 of the Vietnam Veterans Readjustment Assistance Act of 1974 and Section 503 of the Rehabilitation Act of 1973, which are incorporated herein by reference.

ARTICLE 7
SUBCONTRACTOR CONTACTS WITH BUYER'S
CUSTOMER AND OTHER SUBCONTRACTORS

Buyer shall be responsible for all liaison and communications with its customer and other subcontractors for the term of this Subcontract. The Subcontractor shall not communicate with Buyer's customer or other subcontractors regarding this Subcontract unless otherwise expressly authorized in writing by the Buyer. If the Subcontractor receives a request for information regarding this Subcontract from Buyer's customer or other subcontractors, the Subcontractor is to notify the Buyer immediately.

ARTICLE 8
PERFORMANCE

Delivery or performance shall be made only as authorized by this Subcontract. The Subcontractor shall furnish to DI all services specified in the PRICE SCHEDULE (Exhibit B) and the articles of this Subcontract. Delivery of all items and completion of services shall be 130 days after issuance of a Notice to Proceed.

ARTICLE 9
LIQUIDATED DAMAGES

9.1 Time is of the essence in the performance of this Subcontract. The tasks to be performed under this Subcontract have critical completion schedules. The delivery times specified in the schedule have been negotiated and agreed to by the Subcontractor and Buyer. If the Subcontractor fails to complete the work within the time specified, the Subcontractor shall pay liquidated damages to the Buyer for each calendar day of delay until the work is completed and/or accepted according to the SOW SCHEDULE FOR :

CLIN 0001 in the amount of \$5,000.00 (five thousand) per day.

Liquidated damages shall be imposed up to a maximum of 20% of the Subcontract value.

9.2 The liquidated damages will not be applicable in case of delay due to Force Majeure events in the locality of the camp which directly affects the progress of the works.

ARTICLE 10 **ORDERING**

A. All services to be furnished under this Subcontract shall be ordered by issuance of resultant Subcontract and Notice to Proceed by the authorized individuals, or other persons designated by the DI Vice President, Contracts Administration, listed below:

W. Stephen Walter, Sr. Contract Manager, Afghanistan

Lou Cosby, Contract Manager, Afghanistan

If the Subcontractor accepts orders or directions from other than the authorized individuals listed above, it does so at its own risk. Payment will be made only for services performed pursuant to the specific direction of the authorized individuals listed above!

B. All services under this Subcontract shall be subject to the terms and conditions of this Subcontract and, if applicable, the Prime Contract Clauses to include additional FAR, DFAR and DOSAR clauses. .

ARTICLE 11 **CHANGES AND EXTRA WORK**

A. DI may at any time, by written order to Subcontractor, and without notice to or consent of any sureties, make changes in or additions to the specifications or drawings, require additional work or services, or delete Services covered by this Subcontract (collectively "Change"). If any such Change causes any increase or decrease in the cost of, or the time required for performance of this Subcontract, an equitable adjustment shall be made in the Subcontract Price or performance schedule, or both, and this Subcontract shall be modified in writing accordingly. Any claim by Subcontractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by Subcontractor of a written order from DI; provided, however, that DI may, in its discretion, receive and act upon any such claim at any time before final payment under this Subcontract. The claim shall be submitted to DI's designated Subcontract Administrator. Subcontractor shall make no additions, changes, alterations, or Omissions except upon the prior written order of DI.

- B. No change shall be binding on either Subcontractor or DI unless issued in writing and signed by DI and Subcontractor.

ARTICLE 12
WARRANTY

- A. Subcontractor warrants that the Services to be performed pursuant to this Subcontract shall be performed in accordance with the standards customarily provided by an experienced and competent organization rendering the same or similar services. Subcontractor shall reperform any of said services that were not performed in accordance with this standard at no cost to DI.
- B. All systems or product furnished under this agreement will be warranted by Subcontractor for one (1) year from the date of acceptance of the system unless otherwise defined in the General and Special Provisions.

ARTICLE 13
OPTION TO EXTEND THE TERM OF THE CONTRACT
RESERVED

ARTICLE 14
PAYMENT AND INVOICING

- A. The Subcontractor shall be paid for performance hereunder in accordance with the terms of payment of this Subcontract, upon submission of proper invoices and Buyer approval. Payment terms are Net 45 days from (a) Buyer receipt of an acceptable Subcontractor invoice and (b) and delivery of acceptable services (see Article 12 herein), in accordance with rates quoted in the Pricing Schedule (Exhibit 2).
- B. The original and one (1) copy of each invoice shall be submitted by Fed Ex, DHL or mail for approval to the following:

DynCorp International LLC
Attn: CIVPOL Afghanistan Finance Manager
CIVPOL - Site II, Pink House
Shar-e-now Abu Raihani, Beroni Street
Kabul, Afghanistan
+93-7-960-0773

One copy of each invoice, stamped in red as "COPY" shall be submitted by fax, e-mail or courier to the following:

DynCorp International, LLC
Attn: Afghanistan Support Manager
8500 Freeport Parkway, Suite 300
Irving, TX 75063-2522
E-mail: steve.cantrell@dyn-intl.com

- C. Subcontractor will invoice the customer on not less than a monthly basis, with the periods of the invoice comprised of a full calendar month no later than the 5th of each month following the period completed.
- D. If a dispute arises on an invoice, within thirty (30) days from the date of receipt thereof by Buyer, Buyer shall pay the entire undisputed amount, and the Parties shall diligently and cooperatively work to resolve the dispute. Any remaining balance agreed by the Parties to be due to Subcontractor shall be paid by Buyer upon receipt of an adjusted invoice.
- E. Payments shall be made electronically to Subcontractor’s account, and shall be deemed "paid" when received in the account:

Funds to be transferred to : _____
 Account Name : _____
 Account Number : _____
 Swift Code : _____

- E. Discrepancies in invoices may result in a delay of payment pending resolution of discrepancy(s). Invoices not submitted as described in A - C shall be returned by DI to supplier for correction, and Net 45 terms will recommence upon receipt of corrected invoice by DI.
- F. DI may, as a condition precedent to any payment, require Subcontractor to furnish complete waivers or releases of any and all such liens, charges, encumbrances, and claims. Waivers or releases must be furnished by Subcontractor covering all liens, charges, encumbrances, and claims as a condition to final payment

ARTICLE 15
ACCEPTANCE

Acceptance of supplies/services identified in the Statement Of Work (Exhibit 1) of this subcontract shall be made by the designated representatives below.

ARTICLE 16
MODIFICATIONS AND NOTICES

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Subcontract. Sole authority to issue change orders and modifications to this Subcontract is vested in the authorized negotiators designated in the paragraph below.

Authorized Negotiators: **Vice President CIVPOL – Richard Cashon**
Sr. Contract Manager – W. Stephen Walter
Contract Manager – Lou Cosby

Any notices to be furnished by either party shall be sent as follows:

To Dyncorp International:
 DynCorp International LLC

Attn: CIVPOL Afghanistan, Contracts Manager,
CIVPOL - Site II, Pink House
Shar-e-now Abu Raihani
Beroni Street, Kabul
Afghanistan

To Subcontractor: _____

ARTICLE 17
PATENTS AND ROYALTIES

Subcontractor shall defend all suits and claims against Owner or DI, and shall hold each of them free and harmless, and hereby indemnifies Owner and DI from all liability, damages, costs, and royalties, including without limitation reasonable attorney fees, from: (a) any infringement or alleged infringement of any patent, or for the misuse of any patented article, by Subcontractor in the performance of the Services, or (b) the infringement or alleged infringement of any patent by Owner's use or operation of the Services following the completion thereof by Subcontractor, or (c) the use or misuse, by Subcontractor during the performance of the Services, of any confidential information or secret processes, or (d) any use or misuse of confidential information or secret processes by Owner in the use or operation of the Services following acceptance.

ARTICLE 18
LIENS AND ENCUMBRANCES

With respect to all Services provided by Subcontractor pursuant to this Subcontract: (1) no liens or other encumbrances shall be filed by Subcontractor; (2) Subcontractor expressly waives and relinquishes any and all rights to such liens or encumbrances; (3) the waiver stated in (2) is an independent covenant supported by separate consideration included within the Subcontract Price; and (4) Subcontractor shall ensure that a clause substantially similar to this Article 18, Liens and Encumbrances, is included in all lower tier subcontracts issued hereunder.

ARTICLE 19
INDEMNIFICATION

The Subcontractor shall indemnify and hold DI and each of its directors, officers, employees and agents free and harmless from all claims, liabilities, losses, demands, causes of action, suits and expenses arising out of its negligence or willful misconduct in the course of performance of this agreement, or breach of its obligations under this agreement.

If the liability of the Subcontractor arises by reason of the negligence of DI, its agents, employees, officer, and/or directors, the Subcontractor shall not be liable under the provisions of the article except to the extent of the Subcontractor's contributory negligence.

This indemnity shall be void unless DI (i) provides to the Subcontractor timely notice of any actual or potential claim to which this indemnity applies, (ii) allows the Subcontractor to control the defense of any such claim and to approve any settlement of such claim, and (iii) provides reasonable assistance to the Subcontractor in the defense of such claim. Neither party shall be liable for lost profits, loss of use or interruption of business, nor for consequential, indirect, special, punitive, or incidental damages incurred by the other party as a result of this agreement.

ARTICLE 20 **TERMINATION**

Termination for Convenience. Buyer reserves the right, at any time, in its own best interest, and without liability, to terminate this Subcontract or any order issued thereunder, in whole or in part, by written notice of termination for convenience to Subcontractor. Subcontractor shall submit a claim for equitable adjustment within thirty (30) business days of receipt of the termination notice. If the termination involves only services, Buyer shall be obligated to pay only for services performed through the termination date, plus reasonable costs of complying with the termination notice, including without limitation, payment for all outstanding orders placed prior to Subcontractor's receipt of the termination notice that could not be canceled, any associated cancellation charges, restocking charges, etc., plus reasonable administrative costs to prepare the claim. Subcontractor shall provide Buyer any supporting information necessary to document the reasonableness of Subcontractor's claim.

Termination for Default. Buyer may, without liability, and in addition to any other rights or remedies provided herein or by law, terminate this Subcontract or any order issued thereunder, in whole or in part by written notice of default if Subcontractor: (a) fails to deliver the supplies or perform the services within the time specified; (b) fails to make sufficient progress with the work, thereby endangering completion of performance within the time specified; or (c) fails to comply with any of the other instructions, terms, or conditions of the Subcontract. Buyer's right to terminate for default may be exercised if Subcontractor does not cure the failure within ten (10) business days after receiving Buyer's notice of such failure. If the default cannot be cured within 10 business days through no fault of Subcontractor, the Parties may seek other solutions and Subcontractor will not be subject to termination for default. If Buyer terminates this Subcontract in whole or in part, Buyer may purchase similar supplies or services from others and Subcontractor shall be liable for any additional costs above the original price for the terminated supplies/services. Provided, however, that Subcontractor's liability shall be conditioned on Buyer's exercise of good faith, reasonable effort to purchase such similar supplies or services at the same price and upon the same terms. In the event of a partial termination, Subcontractor shall continue the work not terminated. Subcontractor shall not be liable for any additional costs if failure to perform arises from causes beyond Subcontractor's control and without fault or negligence of either of them; provided, however, that the supplies/services to be furnished by Subcontractor (at any tier) were not obtainable from others in time for the Subcontractor to meet the delivery requirements; and, if the failure upon which the termination for default was premised arose from such causes, the termination shall be converted to one for convenience. Buyer shall pay Subcontractor the order price for any completed supplies/services delivered and accepted. Buyer and Subcontractor shall agree on the amount of payment for manufacturing materials delivered and accepted by the Buyer. Buyer may withhold from any payments due Subcontractor, a sum necessary in order to protect Buyer against any liability or expenses due

to the termination for default, not to exceed 15% of the payment due. Subcontractor shall provide any supporting information necessary to document the reasonableness of Subcontractor's termination for default claim. Subcontractor shall incorporate a termination clause substantially the same as set forth in this clause, in all purchase orders and sub-tier subcontracts.

ARTICLE 21
SUSPENSION OF WORK

- A. DI may at any time suspend performance of all or any part of the Services by giving not less than five (5) working days written notice to Subcontractor. The suspension may be continued by DI for up to sixty (60) days during which period DI may at any time, by written notice, require Subcontractor to resume performance of the Services. If at the end of the sixty (60) day period of suspension, DI has not required a resumption of the Service, that portion of the Service that has been suspended may be terminated by either party pursuant to the provisions of this paragraph. Subcontractor shall be compensated in accordance with, and shall follow the procedures specified in Article 20, Termination.
- B. DI shall not be liable for any damages, anticipated profits, or costs incurred with respect to suspended Services during any period of suspension.

ARTICLE 22
NOTICE OF THIRD PARTY CLAIMS AGAINST THE SUBCONTRACTOR

Subcontractor shall give DI immediate notice of any suit or action filed, or any claims made, against Subcontractor arising out of the performance of this Subcontract or any lower-tier subcontracts. Subcontractor shall furnish immediately to DI copies of all documents received by Subcontractor pertinent to such actions, suits, or claims.

ARTICLE 23
DISPUTES

Any dispute or disagreement between the parties arising out of this subcontract, or the compliance or noncompliance therewith, or the validity or enforceability thereof, or any other dispute under any provision hereof, which is not settled to the mutual satisfaction of the parties within thirty (30) days from the date that either party informs the other in writing that such a dispute or disagreement exists, shall be settled exclusively by binding arbitration, such arbitration proceeding being held in the English language, in London, England, at the London Court of International Arbitration (LCIA), and using LCIA's arbitration procedures except as follows:

Either party that demands arbitration shall in writing specify the matter to be submitted to arbitration, and at the same time, choose and nominate a competent and qualified person to act as arbitrator; thereupon, within fifteen (15) days after receipt of such written notice, the other party to this agreement shall in writing choose and nominate a competent and qualified arbitrator. The two arbitrators so chosen shall forthwith agree upon and

select a third arbitrator, giving written notice to both parties of such selection and fixing a time and place in London, England where both parties may appear and be heard with respect to the controversy. If the two appointed arbitrators fail to agree upon a third arbitrator within seven (7) days, or if for any other reason there should be a lapse in the naming of an arbitrator or arbitrators, or in the filling of a vacancy, or in the failure or refusal of an arbitrator to attend or fulfill his or her duties, then the LCIA shall name the needed arbitrator(s) without right of refusal by either party.

The arbitration award made shall be final and binding upon the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction. In no event may the arbitrators award special, incidental, consequential or punitive damages. Each party shall bear the cost of preparing and presenting its own case, and the costs of conducting the arbitration, including the fees and expenses of the arbitrators, will be shared equally by the parties unless the award otherwise provides.

ARTICLE 24
APPLICABLE LAW

This subcontract, any and all performance related thereto, shall be interpreted and construed under the laws of England, without giving effect to its conflict of laws and principles; it being understood that the UN convention on the International Sale of Goods shall not be applicable.

ARTICLE 25
ASSIGNMENT

Subcontractor shall not subcontract, sublet, or assign the Services, or any part thereof, and shall not assign any monies to become due, without first obtaining the prior written consent of DI in each and every instance.

ARTICLE 26
RIGHTS, REMEDIES AND WAIVER

The rights and remedies provided in this Subcontract to DI shall be cumulative with and in addition to the rights and remedies otherwise available at law or elsewhere provided for herein. No failure to exercise or delay in exercising on the part of DI of any right provided by this Subcontract or at law shall operate as a waiver thereof.

A waiver or any failure on either party's part to carry out any condition, requirement, term or part of this Subcontract shall not act as a waiver with respect to any recurrence of such failure, or with respect to a failure to carry out any other condition, term or part. DI shall not be deemed to have waived any condition, requirement, term or part hereof unless such waiver is in writing.

ARTICLE 27
GRATUITIES

Subcontractor warrants that neither it nor any of its agents or representatives has offered or given any gratuities to DI's or Owner's employees, agents or representatives to secure this Subcontract or to secure favorable treatment with respect thereto.

ARTICLE 28
OFFSET

DI may deduct from any payments due to the Subcontractor under this Subcontract any amounts due, or claimed to be due, to DI or Owner from Subcontractor.

ARTICLE 29
SEVERABILITY

If any provision or portion thereof of this subcontract is held to be invalid under any applicable statute or rule of law, it shall be, to that extent, deemed omitted without invalidating the remaining portions of this Subcontract.

ARTICLE 30
INTERPRETATION OF SUBCONTRACT

- A It shall be the obligation of the Subcontractor to exercise due diligence to discover and to bring to the attention of the Buyer, at the earliest possible time, any ambiguities, discrepancies, inconsistencies, or conflicts in or between any of the technical or contractual provisions hereof.
- B Any ambiguity, discrepancy, inconsistency or conflict in or between any of the technical or contractual provisions hereof shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of subcontracting.

ARTICLE 31
GENERAL TERMS AND CONDITIONS

Compliance with Laws. Subcontractor warrants and certifies that in the performance of this Subcontract, it will comply with all applicable statutes, rules, regulations, and orders of the federal, state or local governments applicable hereto. Subcontractor agrees to indemnify Buyer against any loss, costs, damage, or liability incurred by reason of Subcontractor's violation of this Section.

Ethical Standards of Conduct. Subcontractor hereby represents that it has neither received nor given any gifts or gratuities, nor participated in any other unethical conduct as defined in the Procurement Integrity Provisions of the Office of Federal Procurement Policy (OFPP) Act, in connection with this Subcontract. If, at any time, Buyer determines that Subcontractor is in violation of the foregoing representation, Buyer may cancel this Subcontract upon written notice to Subcontractor and Buyer shall have no further obligation to Subcontractor beyond payment for services and supplies delivered through the date of termination. The parties hereto further agree that any breach of this representation by Subcontractor shall be a material breach of each and every Subcontract between Buyer and Subcontractor and Buyer shall have, in addition to all contractual remedies, all remedies available at law or in equity.

Subcontractor hereby represents and warrants that it will faithfully perform its services in a fully professional manner and shall not engage in any activity or course of conduct that would be reasonably likely to bring the name of Buyer into disrepute, or cause Buyer or its affiliates to be in violation of or subject to loss or reduction of benefits under any law or regulation of the United States of America.

Specifically, but not by way of limitation of the foregoing, Subcontractor hereby agrees and warrants that:

Subcontractor will perform in accordance with all applicable laws, including the U.S. Foreign Corrupt Practices Act, and Subcontractor shall make no payments, gifts, or other disbursements of any type in connection with the performance of the Subcontract which are contrary to the laws of the United States, Subcontractor's country, or the designated foreign country;

Except for Subcontractor's assignment of its rights to any payments or claims in connection with financing arrangements between Subcontractor and a financial institution, no person, firm, or entity other than Subcontractor has or will have the right to any fees paid or payable to Subcontractor under this Subcontract by virtue of any agreement, promise or understanding with Subcontractor;

If so requested by Buyer, Subcontractor agrees to communicate to auditors and/or counsel of Buyer that they have faithfully observed and have not violated any provision of this Article 30.

Violation of this paragraph shall constitute grounds for withholding payment(s) due the Subcontractor and shall constitute grounds for termination of this Subcontract.

Information Disclosed to Buyer. Any information or knowledge Subcontractor discloses to Buyer regarding this Subcontract shall not be deemed confidential or proprietary unless expressly agreed upon by the parties in writing. Any such unpatented information or knowledge shall be acquired by Buyer free of any restrictions.

Price Warranty. Subcontractor warrants that the price(s) charged for the supplies/services specified in this Subcontract are equal to or better than the selling price(s) Subcontractor charges its most favored customer for the same or substantially similar items, whether sold to the Government or to any other purchaser, taking into account the quantity purchased and terms and conditions of sale. Subcontractor further agrees that in the event of an announced priced reduction prior to complete shipment of supplies or performance of services, said price reduction shall be passed on to Buyer for supplies remaining to be shipped or services still to be performed.

Stop-Work Order. Buyer may, at any time, by written notice to Subcontractor, stop all or any part of the work hereunder for up to ninety (90) calendar days. Upon receiving a stop-work order, Subcontractor shall immediately comply with its terms and take all reasonable steps to avoid incurring any additional costs allocable to such work. If the stop work order results in an increase in price or schedule, the Subcontractor shall be entitled to recover such increased price and extension of the schedule, and must submit a claim for equitable adjustment within thirty (30) calendar days after the resumption of work or, if absent such resumption, the thirtieth (30th) calendar after its receipt of the stop work notice.

Permits, Fees, and Licenses. Except as may be otherwise provided for in the Task Order, Subcontractor shall obtain and pay for all permits, fees, and licenses required for the work at no additional charge to Buyer.

Failure to Comply. If Subcontractor fails to comply with any of the Subcontract or Task Order requirements, Buyer may exercise its option to terminate for default or invoke applicable warranties for nonconformance. In lieu of this, however, Buyer may waive the Subcontractor deficiency. In return therefore, Subcontractor agrees to negotiate an equitable reduction in the Task Order price in such instance.

Delivery. Subcontractor agrees that time is of the essence in the performance of work under this Subcontract. Deliveries shall be strictly in accordance with the delivery schedule. Subcontractor agrees to advise Buyer, as soon as possible, of any delays in meeting the delivery schedule and the reasons therefore. If a delay is due to causes beyond Subcontractor's control and, when applicable, its subcontractor's control, and without fault or negligence of either of them, Buyer may, as its sole discretion, either adjust the delivery schedule or terminate the subcontract for convenience. If the delay is due to Subcontractor's or its subcontractor's failure, and the failure is not cured within ten (10) business days after Subcontractor's receipt of Buyer's notice thereof, Buyer may, at its sole discretion, either accept a revised delivery schedule and an equitable reduction in the subcontract price or terminate the subcontract for default.

Insolvency. If Subcontractor ceases to conduct normal business operations (including inability to meet its obligations), or if any proceedings under bankruptcy or insolvency laws are brought by or against Subcontractor, or a receiver for Subcontractor is appointed or applied for, or Subcontractor makes an assignment for the benefit of creditors, Buyer may terminate this Subcontract, without liability, except for deliveries previously made and for supplies completed and subsequently delivered in accordance with the terms of the Subcontract. In the event of Subcontractor's insolvency, Buyer shall have the right to procure the balance of any work under this Subcontract from others without liability.

Organizational Conflict of Interest. The Subcontractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in F AR Subpart 9.5, or that the Subcontractor has disclosed all such relevant information.

The Subcontractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Subcontractor will make a full disclosure in writing to the Buyer. This disclosure shall include a description of actions, which the Subcontractor has taken or proposes to take to avoid or mitigate the actual or potential conflict.

If the Subcontractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Buyer, the Buyer may terminate the Subcontract for default. The Subcontractor shall insert the substance of this clause, including this Article 30, in all subcontracts.

Safeguarding of Information. The Subcontractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract, which has not been made public, except in the necessary performance of their duties or upon written authorization of the Buyer. All documents and records (including photographs) generated during the performance of work under this Subcontract shall be for the sole use of and become the exclusive property of the Buyer. Furthermore, no article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of work performed under this contract shall be published or disseminated through any media without the prior written authorization of the Buyer. These obligations do not cease upon the expiration or termination of this contract. The Subcontractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder.-

Waiver. Any failure on either party's part to carry out any condition, requirement, term or part of this

Subcontract shall not act as a waiver with respect to any recurrence of such failure, or with respect to a failure to carry out any other condition, term or part. The Buyer shall not be deemed to have waived any condition, requirement, term or part hereof unless such waiver is in writing.

The parties agree that they shall not, during the term of this Agreement, or extension or modification thereof, or for a period of 90 days after, employ or offer to employ the personnel or any other party to this Agreement without the express written consent of that party.

ARTICLE 31
CONTRACT DOCUMENT

This Subcontract, together with all documents, specifications, and drawings incorporated herein by reference, constitutes the entire agreement between DI and Subcontractor, and there are no terms, conditions, or provisions, either oral or written, between the parties other than those herein contained, and this Subcontract supersedes any and all oral or written representations, inducements, or understandings of any kind or nature between the parties relating to the Services.

IN WITNESS HEREOF, the parties hereto have executed this FFP Subcontract as of the dates set forth below:

DYNCORP INTERNATIONAL LLC:

SUBCONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 1

STATEMENT OF WORK

SCOPE OF WORK FOR THE CONSTRUCTION OF 500 MAN BASE CAMP KABUL

General

This Scope of Works is intended to be complementary to the construction drawings produced for this subcontract. References should be made to the drawings for the relevant activities of the works.

The subcontractor shall comply with all the Subcontract Drawings, Specifications and Scope of Works, and the pertinent supplied documents for this contract. In the event that a particular issue is unclear or not specified in any of the aforementioned documents, the subcontractor is also obliged to raise this issue with the DynCorp International representatives and to deal with it in accordance with the best and current international industry standards.

The Civil works construction phase duration is: 130 Days

This Scope of Works will include but are not limited to the following items:

DynCorp reserves the right to add and omit works for the benefit of the project.

Site Survey

Setting Out

Acc Blocks 20 man concrete slab x4

Acc Blocks: 28 man concrete slab x14

Acc Blocks VIP concrete slab x 2

MWR concrete slab x 2

DFAC concrete slab x 1

Medical Building concrete slab x 1

Office Buildings concrete slab x 6

Armory Building concrete slab x 1

Maintenance Building concrete slab x1

Storage / Logistic Building concrete slab x 1

Car Wash area concrete slab x1

Fuel Point concrete slab x 1 & Pump

Generators Building concrete slab x1

Generator Fuel Tank concrete slab x1

Water Tank Area concrete slab x1

Surface Water Drainage

Grey & Black Water Drainage

Electrical Cable & Data Line conduits

Concrete walkways & Building entry step(s)

Landscaping (including gazebo and picnic areas)

Jersey barriers

Mortar Bunkers

Optionally Priced Items (Subject to Availability of Funds Clause) Additional Items which must be allowed for:

Laundry Building concrete slab x1

Shopping Building concrete slab x1

Barber Building concrete slab x1

Basketball court [N.B.A. External Court Specifications or similar approved]x1
Volleyball Court (Sand Surface) x1

Survey & Setting out

The subcontractor shall, prior to the commencement of any work, check and verify all survey information that is provided for the site. Before any excavation for foundations, the footprint of each building shall be set out and the finished level of the excavation established. Any discrepancies observed between the drawings and the site shall be brought to the attention of DynCorp representative. The subcontractor shall have a qualified surveyor and the necessary equipment present on the site throughout the construction period.

Construction Sequencing

During construction planning the subcontractor should look to sequence the Civil works on 4 construction front being carried out simultaneously:

Front 1: Underground services

Front 2: Accommodation cluster 1 (B2,B12,B3,B13,MWR1,B14,B4,B15,B5,B16)

Front 3: Accommodation cluster 2 (B6,B17,B7,B18,MWR2,B19,B8,B20,B9,B21,B10,B22)

Front 4: Remaining buildings working South to North

Buildings

During the Civil work phase, allowances must be made for the following items to include all drainage / water / P-Traps & Plumbing outlets / electrical / Data conduits etc up to and including pouring the concrete slab with cast in main building structural fixings. (Set out by others)

The subcontractor shall construct the following building slabs:

Acc Blocks 20 man concrete slab x4

Acc Blocks: 28 man concrete slab x14

Acc Blocks VIP concrete slab x 2

MWR concrete slab x 2

DFAC concrete slab x 1

Medical Building concrete slab x 1

Office Buildings concrete slab x 6

Armory Building concrete slab x 1

Maintenance Building concrete slab x1

Storage / Logistic Building concrete slab x 1

Car Wash area concrete slab x1

Fuel Point concrete slab x 1 & Pump

Generators Building concrete slab x1

Generator Fuel Tank concrete slab x1

Water Tank Area concrete slab x1

Drainage & Water distribution

The subcontractor shall construct all drainage and water distribution for the entire project including Gray & Black water pipework (Same line) / Side drains to roads / Sewer trunks and secondary connections / Rain water runoffs / Water distribution pipework to all buildings / Manholes, all as per the construction drawings.

Drinking water pipework shall be distributed to the kitchen.

The subcontractor shall ensure that all drainage and water distribution connection tails are left visible and protected for future final connection by the Main Structure subcontractor with all locations physically identifiable on As-Built drawings.

Electric & Data Conduits

Electrical & Data conduits for the whole project shall be constructed as per the project drawings and specifications, ensuring that all building and external requirements have been identified, however it should be noted that the project drawings take precedence over the project specifications ensuring that that project scheme design is followed as per the project drawings. The subcontractor shall allow for all external underground electrical conduits i.e. perimeter wall lighting / recreational area up-lighters etc

Concrete Walkways & Building entry steps

All walkways and building entry steps shall be constructed using concrete or similar approved concrete paving slabs, with concrete design specification being required from the subcontractor for approval by DynCorp International representative; however these should follow the layout given in the construction drawings and specifications.

Landscaping

The project landscaping shall consist of all gravel and grass areas including all Gazebos and Picnic areas as identified on the construction drawings. The supply of the main Gazebo fabric structure and picnic area furniture is not part of this scope of works.

Mortar Bunker & Jersey Barriers

The subcontractor shall provide 74 No Jersey barriers and 19 No Mortar Bunkers (Reinforced concrete structures) which shall be sited by DynCorp International on project completion.

Site Security

During the construction of the Civil work the subcontractor shall provide security for the duration of these works which shall include but not limited to the following:

Static Armed Security guards no less than 5 No who shall monitor and process the project work force (all nationalities) on a daily basis on entry and exit from site. The security guards are to be placed strategically around the perimeter of the site covering the South / East / and West walls and entry points.

The guards should work on a rotation basis to ensure that they are not left in any one position for more than 2 hours at any one time as this will reduce the risk of the guards becoming lethargic and ineffective.

The subcontractor must ensure that all of his labour force and site staff are in possession of a valid photographic identity pass at all times during their presence on site and that they also are in possession of a hard hat and high visibility vest to show that they are part of the work force. Any individual who fails to be in possession of either his pass or PPE shall be removed from site and future entry to site refused.

Prior to commencement of the Civil works the subcontractor must issue DynCorp International with photographic identification of all personnel who are to be employed on site. No individual shall be permitted to enter site without 1st having had clearance from DynCorp International security management

Project Completion / Site Clearance

Upon completion of the subcontract works the subcontractor is required to hand over to DynCorp International in AutoCAD format, "As-Built" drawings, showing accurately all underground Utilities providing where required; Services, Drainage and potable water lines Test Certificates, and the site free from any rubbish / materials / offices / containers etc.

Should the subcontractor fail to hand over the site free from the items above DynCorp International shall refuse to accept the site and withhold the final payment until such time that this has been carried out.

Should DynCorp International feel that the subcontractor is being uncooperative regarding this issue then DynCorp International shall remove all items and deduct the costs from the subcontractor's final application or retention, whichever is greater?

Specifications for the Civil Works

ATTACHED AS “ATTACHMENT 1”

DRAWINGS APPLICABLE FOR THIS RFP MAY BE FOUND AT www.dyncorp-global.com
OR OBTAINED ON CD AT THE BUYING OFFICE.

DEFINITIONS AND ABBREVIATIONS:

PART 1 – DEFINITIONS USED IN SPECIFICATIONS

1.01 *Description:*

Wherever the following definitions, terms, and abbreviations, or pronouns in place of them, are used in the plans, specifications, or other contract documents, the intent and meaning shall be interpreted as specified in this Section.

1.02 *Definitions and Terms:*

The following definitions and terms are used throughout the manual.

1. **ACCEPTABLE WORK.** Work in conformance with the contract requirements.
2. **ADDENDUM.** A revision to the contract documents written and issued after the invitation to bidders, and prior to the receipt of proposals. Changes reflected in the Addendum shall govern over all other previous related contract documents.
3. **AMOUNT OF THE CONTRACT.** The amount of the contract is the value of the work actually contracted by DynCorp to be performed and may differ from the amount of the bid, depending upon the final quantity of work. The amount or lump sum is obtained by totalling the amounts arrived at by multiplying the number of units of each bid item as shown on the contract by the unit price specified in the contract for the class of work.
4. **ASPHALT CEMENT CONCRETE (ACC).** This term is synonymous with Hot Mix Asphalt (HMA).
5. **STARTING DATE OR APPROXIMATE STARTING DATE.** A calendar day shown in the contract documents on which it is anticipated, at the time of letting, that conditions will be such as to permit the Contractor to commence work.
6. **ASSIGNMENT OF CONTRACT.** A written agreement whereby the Contractor sells, assigns, or transfers rights in the Contract to any person, firm, or Corporation.

7. **AWARD OF THE CONTRACT.** The decision of DynCorp to accept the proposal of the lowest responsible, responsive bidder for the work, subject to the execution and approval of a satisfactory contract thereof and bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by Law.
8. **BIDDER.** A bidder is any individual, firm, partnership, joint venture, corporation, or association licensed or otherwise authorized by law to do business where the work is located, which has submitted a proposal for the work, acting directly or through a duly authorized representative. The term BIDDER and OFFEROR are interchangeable.
9. **BID ITEM.** A specified class of work on which a definite price is set forth in the proposal and in the contract. Work not included as a separate bid item shall be considered as incidental to or included in other bid items.
10. **BID OR BID AMOUNT.** The bid shall be the total amount shown as the sum of all bid items, or the lump sum as shown in the proposal.
11. **BID SECURITY (BID BOND).** Not required
12. **CALENDAR DAY.** Every day shown on the calendar.
13. **CHANGE ORDER.** A written order to the subcontractor, signed by the duly authorized person from DynCorp International, ordering a change in the work from that originally shown by the plans and specifications. Change orders duly signed and executed by the **duly** authorized person from DynCorp International, and the subcontractor shall constitute an authorized modifications of the contract and be eligible for payment.
14. **COMMENCEMENT OF WORK.** Work shall be considered to have commenced when the subcontractor's operations commence on items of work covered by the subcontract documents, or when the subcontractor notifies DynCorp International's designated Engineer, and DynCorp International's Engineer agrees, that the subcontractor's equipment and personnel are available at the site but the operations are prevented by conditions outside the subcontractor's control.
15. **CONFORMITY.** Where working tolerances are specified, conformity means compliance within such working tolerances. Where working tolerances are not specified, conformity means compliance with reasonable and customary manufacturing and industrial standards.
16. **CONTRACT.** The written agreement, between the subcontractor and the contracting authority, setting forth the terms and conditions under which the work shall to be performed. The contract includes all contract documents.
17. **CONTRACT DOCUMENTS.** The contract documents consist of the following:

The notice to bidders and notice of public hearing; the instructions to bidders; general provisions and covenants; special provisions; standard specifications; supplemental specifications; plans; addenda; proposal; contract; performance, payment, and maintenance bond; insurance certificate(s); notice to proceed; and change orders. These documents form the agreement whereby the Contractor will furnish all labour, equipment, tools and materials, and perform all work necessary to satisfactorily accomplish the proposed improvement. The contract documents are complimentary and what is called for by one shall be as binding as if called for by all.

18. **CONTRACTING AUTHORITY.** The governmental body, jurisdictional board, commission, or DynCorp International Officer having authority to award a contract.

19. **CONTRACTOR.** The individual, firm, partnership or Corporation, and the heirs, executors, administrators, successors and assignees thereof, or the lawful agent of any such individual, firm, partnership, or Corporation, or the surety thereof under the contract bond, constituting one of the principals to the contract and undertaking to perform the work herein specified. Where the pronoun "it" is used as referring to the word "Contractor" it shall mean the Contractor as defined above.

20. **CONTRACT TIME.** The contract time shall be the time from the date specified in the notice to proceed as the starting date to the date for completion as shown in the contract, both dates inclusive, or to the date as calculated by adding the number of working days or calendar days as specified in the contract to the starting date specified in the notice to proceed. The contract time may be extended by DynCorp International as provided in these specifications, in which event the contract time includes the new date of completion.

21. **DEFECTIVE WORK.** Work not in conformance with the Contract Documents (see 1030, 2.10 B).

22. **DEFICIENT WORK.** Work not in reasonably close conformance with the contract requirements, or otherwise inferior, but in the opinion of the DynCorp International Engineer, reasonably acceptable for its intended use and allowed to remain in place.

23. **EQUIPMENT.** All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the work.

24. **EQUIVALENT/OR EQUAL.** In order to establish a basis of quality for the work, certain processes, types of machinery and equipment, or kind of material may be mentioned on the plans by designating a manufacturer by name and referring to its brand or model numbers. Such mention is not intended to exclude other processes, equipment or materials that will meet or exceed the designated standards of that mentioned. If the Contractor desires to use other products as equivalent or equal thereto, the Contractor shall secure the approval of DynCorp International Engineer before entering an order therefore. Wherever in the Contract Documents a manufacturer's name, brand, or model is mentioned,

it is to be understood that the words equivalent or equal are assumed to follow thereafter whether or not they do in fact, unless otherwise noted.

25. **EXTRA WORK.** Work not provided for in the contract, as awarded, but deemed essential to the satisfactory completion of the contract and authorized by DynCorp International Engineer.

26. **HOT MIX ASPHALT (HMA).** This term is synonymous with Asphalt Cement Concrete, Asphaltic Cement Concrete, and ACC.

27. **STANDARD SPECIFICATIONS.** The current specifications prepared for the construction of the 500 Man Camp Perimeter Security Wall, Kabul, Afghanistan, shall be as prepared by DynCorp International and all current General Supplemental Specifications.

28. **INCIDENTAL ITEMS.** Any and all necessary items of work which are not specified as bid items in the contract documents shall be considered incidental to the bid items.

29. **INTERMEDIATE CONTRACT PERIOD.** A period of working days shown in the Subcontract Documents specifying the time of completion for a specific item or portion of work on a subcontract.

30. **INSPECTOR OR CONSTRUCTION OBSERVER.** The authorized representative of DynCorp International who is assigned and authorized to perform the duties. The meaning of inspector is the same as Construction Observer.

31. **JOINT VENTURE.** The joining of two or more qualified contractors for the purpose of combining equipment, personnel, and finances in order to submit a bid on a single project.

32. **LABORATORY.** The testing laboratory of DynCorp International, or any other testing laboratory which may be designated by DynCorp International Engineer.

33. **LATEST START DATE.** A calendar day shown in the Contract Documents specifying the last date that a Subcontractor is to commence work on a contract.

34. **LIQUIDATED DAMAGES.** The dollar amount nominated by DynCorp International and set forth in the Contract Documents as the cost to DynCorp International for delay in completion of the work, to be paid to DynCorp International, or to be deducted from any payments due or to become due the Subcontractor.

35. **MATERIALS.** Materials are any processed, manufactured, or natural items to be incorporated into the work.

36. **MOBILIZATION.** Mobilization shall consist of preparatory work and operations for all items under the contract, including, but not limited to, those necessary for the movement of personnel, equipment,

supplies, and incidentals to the project site, and for the establishment of all offices, buildings, and other facilities, which must be performed or costs incurred prior to beginning work on the various items on the project site.

37. NOTICE TO BIDDERS. The notice to bidders is the formal resolution and notice relative to the proposed work that is required by law to be published in a prescribed manner and that has actually been published in accordance with the statutes relating thereto.

38. NOTICE TO PROCEED. The notice to proceed is a written notice to the Subcontractor issued by DynCorp International Engineer stating the date, on or before which, the Subcontractor is to begin the work. The date set forth in this notice shall be considered as the official starting date. If the contract specifies a starting date, a separate notice to proceed will not be given.

39. PERFORMANCE, PAYMENT AND MAINTENANCE PAYMENT BOND.

Not Required

40. PLANS. Plans are the official drawings, standard plans, profiles, typical cross-sections, and supplemental drawings or reproductions thereof, approved and furnished by DynCorp, which show the location, character, dimensions, and details of the work. All such documents are to be considered as a part of the plans whether attached to the plans or separate.

41. PRIVATE CONSTRUCTION CONTRACT. A contract awarded by a private agency or individual for construction of a public or private improvement, which by agreement of the parties is subject to these specifications.

42. PROJECT AREA. The area of the specified project limits shown on the plans, and any additional area which is necessary for the Subcontractor to place traffic control devices required by the Subcontract Documents or necessary to protect the work.

43. PROJECT ENGINEER. The person, firm or corporation named by the DynCorp International which is responsible for the design and/or administration of the project.

44. PROPOSAL. The proposal is a properly signed and guaranteed written offer of the bidder containing the bid amount to perform the work. It shall be prepared on forms furnished by DynCorp International.

45. RESPONSIBLE, RESPONSIVE BIDDER. A responsible, responsive bidder is a bidder which has the financial and technical capabilities and is qualified to perform the required work as per DynCorp International's investigation or local criteria, which is able to perform the work in accordance with the Subcontract Documents in a timely and acceptable manner, and which has submitted a complete proposal which appropriately responds to all bid items, in accordance with the notice to bidders, and is acceptable to DynCorp International.

46. **RIGHT-OF-WAY.** The land area of which the right to possession is secured or reserved by DynCorp International for the project.

47. **ROADWAY.** That portion of the street included between kerbs, gutters, or ditches intended primarily for vehicular traffic and including all appurtenant structures and other features necessary for proper drainage and protection.

48. **SHOP DRAWINGS OR WORKING DRAWINGS.** Shop drawings or working drawings shall be defined as detail plans furnished by the Subcontractor or its agent. These shall include but not be limited to such things as stress sheets, erection plans, falsework plans, framework plans, cofferdam plans, bending diagrams for reinforcing steel, or any other supplementary plans or similar data which the Contractor is required to submit to DynCorp International's Engineer for approval.

49. **SPECIAL PROVISIONS.** Special provisions are additions and revisions to standard and supplemental specifications covering conditions peculiar to the work.

50. **SPECIALTY ITEMS.** Portions of the work designated in the contract documents as specialty items requiring special equipment, skills, or crafts not ordinarily associated with the expertise of the Contractor, typically including but not limited to the following:

- Earthwork for Building Construction
- Electrical
- Mechanical
- Masonry
- Roofing
- Dry walling
- Floor Covering
- Glass and Glazing
- Painting

51. **SPECIFICATIONS.** The general term comprising all the directions, provisions, and requirements contained herein, together with such as may be added or adopted as supplemental specifications or special provisions, all of which are necessary for the proper performance of the contract.

52. **STATE.** The contracting authority acting through its authorized representatives.

53. **STREET (ROAD OR ALLEY).** The whole area within the right-of-way limits of any Jurisdictional street, road, or alley.

54. **SUBCONTRACTOR.** The subcontractor is any individual, firm, partnership, joint venture, corporation, or association to whom DynCorp International sublets a part or whole of the work.

55. **SUBSTANTIAL COMPLETION.** That date as certified by DynCorp International's Engineer when the construction of the project or a specific part thereof is sufficiently completed in accordance with the Contract Documents so that the Project or specific part can be utilized for the purpose for which it is intended.

56. **SUPERINTENDENT.** The Prime Contractor's or Subcontractor's authorized representative who has been given responsible charge for a portion or whole of the work.

57. **SUPPLEMENTAL CONTRACT.** Written agreement between the DynCorp International and the Subcontractor modifying the original contract pursuant to U.S Army Corps of Engineer's standards.

58. **SUPPLEMENTAL SPECIFICATIONS.** Specifications adopted subsequent to publication of this standard specification. They generally involve new construction items or substantial changes in the approved standard specifications. Supplemental specifications shall prevail over standard specifications whenever in conflict therewith.

59. **SURETY.** Not required

60. **UNAUTHORIZED WORK.** Unauthorized work is work done contrary to, in addition to, or regardless of, the Contract Documents, or contrary to the instruction(s) of DynCorp International's Engineer; work done without lines, grade, and/or cross section stakes and grades shown on the plans or not in accordance with instruction(s) as given by DynCorp International's Engineer; or work done in deviation from the Contract Documents without written authority.

61. **UTILITY ACCESS (MANHOLE).** An inline structure to allow personnel access and maintenance of underground piping.

62. **UTILITY AGENCY.** Means and includes (1) all franchised utilities having utility system facilities within DynCorp International, including but not limited to gas, electric, telephone, cable television, and communications; (2) communications systems licensed by DynCorp; and (3) all governmental agencies owning or operating governmental utility systems, including but not limited to water, sewer, traffic control, and communications.

63. **WORK.** The work shall mean the furnishing of all labour, materials, equipment, and other incidentals necessary for construction of the improvement, successful completion of the contract, and the carrying out of all duties and obligations imposed by the Contract, including the submission of all necessary paperwork relating to payrolls, sales tax, warranties, owner's manuals, maintenance manuals, and the like.

64. **WORKING DAY.** Any calendar day, exclusive of Fridays, or a recognized legal holiday in Afghanistan, on which weather or other conditions (not under control of the Contractor) shall permit

construction operations to proceed for not less than 3/4 of a normal work day in the performance of a controlling item of work. Fridays shall be charged as working days when a mandatory seven-day work week is specified in the Contract Documents.

PART 2 - ABBREVIATIONS USED IN SPECIFICATION

2.01 Descriptions:

Wherever in these specifications and contract documents the following abbreviations are used, they shall be understood to mean as follows: The serial designation of each reference shall be the latest year of adoption or revision, unless otherwise specified.

2.02 Abbreviations:

AAN - American Association of Nurserymen

AAR - Association of American Railroads

AASHTO (or AASHO) - American Association of State Highway and Transportation Officials

AC - Asphalt Cement

ACC - Asphalt Cement Concrete

ACI - American Concrete Institute

ADAAG - Americans with Disabilities Act Accessibility Guidelines

AIA - American Institute of Architects

ANSI - American National Standards Institute

APWA - American Public Works Association

ARA - American Railway Association

AREA - American Railway Engineering Association

ASCE - American Society of Civil Engineers

ASI - America Standards Institute

ASLA - American Society of Landscape Architects

ASTM - American Society for Testing and Materials

AWPA - American Wood Preservers Association

AWS - American Welding Society

AWWA - American Water Works Association

BSC - Bituminous Seal Coat

CFR - Code of Federal Regulations

CPM - Critical Path Method

CRSI - Concrete Reinforcing Steel Institute

IOWA DNR - Iowa Department of Natural Resources

IOWA DOT - Iowa Department of Transportation

EI - Edison Electric Institute

EPA - Environmental Protection Agency

FAA - Federal Aviation Administration

FHWA - Federal Highway Administration
FSS - Federal Specification and Standards
HMA - Hot Mix Asphalt
IEEE - Institute of Electrical and Electronics Engineers
IES - Illuminating Engineering Society
ICEA (or IPCEA) - Insulated Cable Engineers Association
IMSA - International Municipal Signal Association, Inc.
ITE - Institute of Transportation Engineers
MUTCD - Manual on Uniform Traffic Control Devices
NEC - National Electrical Code
NEMA - National Electrical Manufacturers Association
NFPA - National Fire Protection Association
OSHA - Occupational Safety of Health Administration
PCC - Portland Cement Concrete
PCI - Pre-stressed Concrete Institute
SAE - Society of Automotive Engineers
UL - Underwriters' Laboratories, Inc.
US - United States
USC - United States Code

Appendix B, QUALITY ASSURANCE / QUALITY CONTROL PLAN

1.01 General:

The subcontractor's **Quality Assurance/Quality Control Plan** is a means of delivering the high level of construction quality required under the subcontract, normally through a series of Quality Control procedures. The plans and specifications define the expected results or outcome and this shall be proven by an ongoing testing regime.

The subcontractor shall be informed of any non conformity and non-compliance to the required quality by DynCorp International's representative and corrective actions must be taken immediately. Failing to implement the corrective actions shall lead to the rejection of the works, which will in turn delay the overall completion of the project and shall result in the application of liquidated damages as specified under the subcontract.

1.02 Requirements:

For the purpose of this project, the subcontractor will be required to produce his Quality Assurance Plan and also his Quality Control Procedures to ensure that the work he is undertaking can be delivered to the standards and quality specified in the Contract.

In his Quality Assurance/Quality Control Plan, the following matters shall be addressed:

- Understanding of the scope of the works for this project
- The quality of his site staff and organizational responsibilities
- The Quality Control procedures for all the tests that he will be implementing, whether conducted in-house or by independent authority
- The subcontractor's onsite inspection system that shall ensure contract compliance.

1.03 Quality Plan Development:

1.03.01 Organizational Structure and Staff Qualification:

The subcontractor shall keep a professional and experienced team of Engineers and technical staff at the site at all times. DynCorp International shall be provided an organization chart giving the names, discipline, qualifications, duties, responsibilities and authorities for all key staff proposed, together with their detailed curriculum vitae (CV). If in the opinion of DynCorp International or his representative, that the staffing level proposed is inadequate, the subcontractor shall add to his staff as required.

1.03.02 Method Statement and Work Program:

Prior to starting the construction work, the subcontractor shall submit a method statement and a works programme showing how he intends to carry out all works in the subcontract. The program shall indicate all the activities, resources, the start and completion dates. He shall also indicate the equipment that will be required and to take all due steps to ensure that all resources will be available in a timely manner.

1.03.03 Training of staff:

The subcontractor shall provide training to all his staff on all aspects of construction safety and the proper use of all safety equipment that shall be provided. All the staff shall also be trained on the technical aspects that they are employed to do, particularly for the locally recruited work force. Attention should be given to ensure that quality work must be performed at all times. All senior and key staff are expected to be competent and duly qualified to undertake their work.

1.03.04 Regular Site Meetings:

The subcontractor's site team shall organise regular meetings amongst themselves to discuss the problems faced on site and the steps to be taken to achieve the planned progress. Meetings should also be

held with DynCorp International's representative to discuss any site issues arising and agree on the methodology to resolve the problems and to prevent problems before they arise.

1.03.05 Request for Inspection and Check Lists:

The subcontractor shall devise a request for inspection system which is approved by DynCorp International's representative. Proper notification shall be provided in due time to enable the inspection to be carried out by DynCorp International. Prior to the request being made to the DynCorp International's representative for inspection approval, the subcontractor shall have completed his own quality control by going through the check lists of activities to be carried out.

1.03.06 Corrective Actions:

In the event that errors and omissions have resulted in defective work, due corrective actions shall be taken to rectify the problem immediately. The root cause of the defects shall be understood and proper corrective and preventative measures taken to prevent its recurrence.

1.03.07 Documentation:

A system for documenting all the correspondence, drawings, instructions, material testing records etc., shall be established for the project. All staff members should be able to access these documents easily.

1.03.08 Quality Control Procedures:

The subcontractor shall be responsible for the quality of construction and materials used for this project. The quality of workmanship and materials shall be confirmed by a series of tests that shall be carried out either by the subcontractor's staff or by an independent authority that shall be approved by DynCorp International's representative. These are all standard tests that are performed in the course of carrying out the construction work and are specified in the Specification included. A list of the possible tests shall be proposed by the subcontractor and be approved by DynCorp International's representative. DynCorp International reserves the rights to increase the number and frequency of these tests and to suggest other tests as necessary.

1.04 QA and ISO 9001 Certified Suppliers:

The subcontractor is strongly advised to procure material supplies from ISO 9001 certified suppliers to ensure compliance to the specification for this project. This shall greatly reduced the necessity of independent testing and DynCorp International's representative may accept tests certificates from the material manufacturers to confirm compliance to the Specification for this project in lieu of further testing.

1.06 Subcontractor Evaluation:

DynCorp International's representative shall evaluate the performance of the subcontractor. Evaluations shall be made for five individual criteria, which are as follows:

- Quality of Work
- Timely Performance
- Effectiveness of Management
- Compliance with workmanship Standards
- Compliance with Safety Standards

6. Appendix C, SITE SAFETY PLAN

1.01 General:

DynCorp International expects a high standard in the attention to Health and Safety in the Engineering and construction of facilities projects. DynCorp International is committed to safety and the prevention of all accidents. Consider hazards when constructing this project by designing in health and safety items that satisfy the requirements of all codes.

The subcontractor is responsible for the safety of their operations and employee's, all project participants have an obligation to assist in the enforcement of safety requirements. DynCorp International reserves the right to question and, if necessary, stop methods and practices creating a direct threat and potential liability for catastrophic losses. Catastrophic losses include death, permanent injury or illness, damage to facilities or equipment by fire, explosion, water or chemical contamination, business interruption, or environmental contamination from spills or releases of hazardous liquids, dusts, fibres, gases, etc. into the air, water, soil, or sewers. Preventive intervention by DynCorp International shall not constitute DynCorp International's assumption of the subcontractor's responsibility for health and safety. The subcontractor shall make sure that someone is available to provide or summon assistance in the event of an accident. Personnel performing field surveys of existing conditions must be trained for and follow procedures for fall hazard control, energy lockout, and confined spaces approved by DynCorp International's Health and Safety representative.

1.02 Training for the Subcontractor's Staff:

The subcontractor shall be fully responsible for all aspects of training their employees in executing their works on this subcontract in a manner that will ensure safety to themselves and their co-workers. *Safety training exams shall be carried out at the discretion of DynCorp International.*

1.03 Subcontractors Safety Coordinator:

The subcontractor shall have an Engineer or a suitably trained responsible person who shall be coordinating construction safety for the site and ensure that all construction safety rules are adhered to by all his workers. The Safety Coordinator shall be responsible for safety issues on the site. The work at any stage of the project cannot commence or continue in the absence of the Safety Coordinator from the site. The Safety Coordinator's place on the organisation chart shall be independent and equivalent to Site Chief. The Safety Coordinator will have the overall authority to liaise with DynCorp International's representative on all aspects of construction safety.

1.04 Daily Attendance Register:

The subcontractor's site Safety Coordinator shall be responsible for keeping a daily register of the construction workers who have reported for work that morning. The list of names shall be confirmed by the Safety Coordinator as those who had taken and passed the safety examination and for forwarding to DynCorp International's representatives for his approval that same morning before work shall be allowed to commence. In the absence of the name list from the Safety Coordinator or the Safety Coordinator not being present at the site that morning, no work shall be allowed to commence.

This clause shall be carried out at the discretion of DynCorp International.

1.05 Required Safety Meetings ("Tool Box Talks"):

Daily, the subcontractor shall be required to hold a "tool box talk" with his employees on the site. The Safety Coordinator shall maintain a record of the subject and names of the subcontractor's employees attending the "Tool-box Talk" and have them sign it.

Weekly, the subcontractor shall be required to hold a "Safety Meeting." The agenda for each meeting shall be at the discretion of the subcontractor's Safety Coordinator and shall be transmitted to the DynCorp International's representative. Minutes of each meeting shall be taken and distributed to DynCorp International's Representative

1.06 Site Safety Equipment:

The subcontractor's staff at the site must maintain and use the appropriate safety equipment at all times. The subcontractor shall provide the required and proper job safety equipment. All of the workers shall be trained on how to use the appropriate personnel safety equipment during the period of their work. The equipment should meet EN or ANSI Standards and bear the proper code inscribed on. These safety equipments shall be kept serviceable and in good working order. DynCorp's representative shall assess and approve the use of these equipment before the commencement of work.

1.07 Electrical Hazards:

At any location within the site, there shall not be any broken, unplugged, snapped, open part and parts that are covered with tape for all the electrical equipments and cables. All of the equipment shall be checked before commencing the work. Electrical panel that will be used at the site must be equipped with automatic fuses and external type electric outlets and sockets.

All of the electrical equipment, cables, extension cords must be complete and without any repairs. There shall not be any snapped or open parts on all electrical equipments and cables. Plugs and sockets shall be made from plastics or rubber. In case of usage of these equipments during the rain or in moist and wet places, sockets and plugs should be in IP65 standard protection class. All of the equipments shall be earthed. Only the qualified electricians shall be allowed to repair cables, plugs and sockets and to meddle with the power supplies.

1.08 Site Order and Cleanliness:

The working areas of the subcontractor shall be kept clean and tidy. Civil works contractor is responsible of adequate protection and preservation of civil works material during storage before their usage and during work execution. The subcontractor shall also adopt adequate protections and preservation of civil works materials before their usage and during work execution. Materials shall be stored as required, nails pulled out or bent immediately. The remaining material shall be stored properly on a wooden pallet if possible.

1.09 Equipment Calibration:

The subcontractor shall verify the list of equipment that requires calibration on a regular basis to ensure that performance is as expected. Such equipment could be torque meters, surveying equipments as well as hydraulic lifts and platforms, cylinders or compacting devices etc. To all work vehicles such as cranes and lifts, a recent periodical check should be applied and documented.

Lifting Equipments

Each unit shall conform to the latest edition of ANSI A92.2, A92.6 and OSHA 1910.178 for work platforms, lifts or equivalent. Whilst working with cranes or platforms, lifting area shall be evacuated until the lifted material is secured. No personnel shall be allowed in the lift area when the load is on hold. Lifting cables, ropes shall comply with the EN 1492 or equivalent OSHA and ANSI standards. The certificates of such equipment shall be provided to DynCorp's representative for approval before commencing the work. EN, OSHA or ANSI signs should be visible on the equipment or the tag. Only the appropriate certificate or license owners is allowed to operate work vehicles, cranes etc. on the site.

The clause shall be carried out at the discretion of DynCorp International.

1.10 Incident Reporting:

Near accident misses or actual accidents on the site shall be reported by the safety coordinator and this report shall be given to DynCorp's representative on the same day. As a standard precaution, the site staff who is involved in the near miss or accident shall be retrained on aspects of construction safety as necessary to ensure that the near misses is understood and will not occur again. Where appropriate, the particular staff should be warned to the effect that should such a near miss occurs again, he will be removed off site and the subcontractor gets a written warning. Following three written warnings to the subcontractor, DynCorp keeps the right to annul the contract unilaterally.

1.11 Fall Protection:

Fall protection equipment shall be used for the works over the height of 1.2 meters. Personnel Protection Equipments such as, **Full Body Harness, Energy Absorbing Lanyard, Connector** etc shall comply with ANSI Z359.1-1999; A10.14; EN 353, EN354, EN355 standards and the training on the use of such equipments shall be provided to the site staff prior their use to ensure that they fully understood the purpose. Also vertical and horizontal lifelines and self-retracting lanyards will be used wherever required and those will meet the ANSI Z359.1-1999; EN 360, EN362.

1.11.01 Personal Fall Arrest Systems:

Provide and use personal fall arrest systems that include a full body harness (body belts are unacceptable) and one of the following components:

Shock absorbing lanyard

Self-retracting lanyard with a built-in shock absorber

Self-retracting lanyard with an external shock absorber

Vertical lifeline with a fall arrester and a three foot long shock absorbing lanyard.

1.11.02 Safe Working Platforms:

Whenever work is to be performed at heights exceeding 2 m, above the ground, suitable safe working scaffold platforms shall be erected. The minimum scaffolding standards for safe working are as follows;

Scaffolding pipes shall have a minimum diameter of 1.5'' and leg sockets shall be a minimum 200 mm otherwise these pipes will have to be site welded.

Each scaffold, and scaffold component, must support without failure its own weight and at least 4 times the maximum intended load applied or transmitted to it.

A guard-railing is required at heights 600 mm and 110 mm from the platform deck.

The scaffolding work platform must use full decks of planks or be complete (no holes).

All cross ties; horizontal and vertical structural elements forming the scaffolding platform shall be welded or locked with proper standard components. Every structural element shall be tightly fitted to one another such that no rocking motion will be experienced when in service.

Appropriate stairs shall be securely fastened onto the scaffolding and must extend at least 1 m higher than the platform. Cross-bracing cannot be climbed (not designed for climbing loads).

Personnel platforms must be designed for a live, uniform load of 100 lb/ft² (488 kg/m²) minimum. If the platform is not connected to the structure, working height cannot exceed the height of 3 times the length of short side of the base area.

Scaffolding use must be prohibited in high winds (> 20 mph) as the wind adds additional load to the scaffolding. The work must also be evaluated if there is snow, ice, or other conditions that could create a slippery surface.

All scaffolding, platforms and their components should meet the OSHA 1926.450 and equivalent ANSI standards. Portable ladders must comply with ANSI A14.3 or equivalent, Type IA, 300 lb., specifically for industrial uses.

Roof Safety

Do not walk beyond roof areas designated safe for work or access. Stay at least six feet from unguarded roof edges, or openings. If work within six feet of these hazards is required, use a travel restraint system or a personal fall arrest system.

1.11.03 Confined Space Entry:

Do not enter confined spaces (open top spaces more than four feet in depth or enclosed spaces) without confined space entry permits and proper equipment.

Enclosed spaces include storage tanks, vessels, bins, ventilation or exhaust ducts, sewers, underground utility vaults, and tunnels. Open top spaces more than four feet in depth include excavations, pits, tubs, and vaults. Other confined spaces are those having characteristics of limited means of egress and are subject to the accumulation of toxic or flammable contaminants or an oxygen deficiency.

Use the following anytime someone is in a confined space:

- Atmospheric monitoring
- A full body harness with a life line tended by someone outside the confined space
- Equipment and staff to perform an emergency rescue
- Planning Excavations

The subcontractor shall inform DynCorp International's representative in advance of any excavation works. A careful study on the information concerning underground services such as cables, pipes, electrical conduits and plumbing shall be undertaken by the subcontractor before commencing the work. Proper signs shall be erected at the site to indicate locations of identified underground services to prevent any damage and for care to be exercised during the excavation works.

1.11.04 Pits and Excavations:

Use a travel restraint system or a personal fall arrest system when working within **six feet** of the edge of unguarded pits or excavations.

1.12 Rules to be strictly adhered to:

- The sub-contractors staff shall at all times obey the construction safety rules given below during the work in order to prevent the possibilities of accidents and injuries from occurring:
- All of the workers shall wear protective steel toe-shoes that complies with EN 345 standards.
- In cases where the work involves hammering, cutting, welding and breaking of and pouring concrete goggles shall be used. Goggles shall comply to EN 166 standards and shall completely surround the eyes.
- Appropriate ear plugs shall be used where the noise emitted from the working surrounding or the equipment in use exceeds 85 dBA.
- Safety helmets conforming to EN 397:1995, ANSI Z89.1-1997 standards shall be used to protect injuries to the head. The names of the bearer and blood type shall be clearly written with permanent ink on the front of the helmet.
- Protective gloves shall be used when working with hot particles, equipments or sharp metals.
- In dusty environment or working with equipments that produces dust, protective masks shall be adorned.

All site staff shall be provided with the appropriate tools and safety equipments for the tasks required and proper training is given to ensure that.

EXHIBIT 2

Breakdown of Fixed Lump Sum Proposal

500 Man Camp Civil Works only.

<u>Comments</u>	<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Cost</u>
	1	Accommodation Block 20 man slab x 4	Lump Sum	
	2	Accommodation Block 28 man slab x14	Lump Sum	
	3	Accommodation Block VIP slab x 2	Lump Sum	
	4	MWR concrete slab x 2	Lump Sum	
	5	DFAC concrete slab x1 (Including DFAC storage area)	Lump Sum	
	6	Medical Building concrete slab x 1	Lump Sum	
	7	Office Building concrete slab x 6	Lump Sum	
	8	Armory Building concrete slab x 1	Lump Sum	
	9	Storage / Logistic Building concrete slab x1	Lump Sum	
	10	Maintenance Building concrete slab x1	Lump Sum	
	12	Car Wash Area concrete slab x 1	Lump Sum	
	13	Fuel Point concrete slab x1	Lump Sum	
	14	Generators Building concrete slab x1	Lump Sum	
	15	Generator Fuel Tank concrete slab & upstand x1	Lump Sum	
	16	Water Tank area concrete slab x1	Lump Sum	
	17	Garden Picnic area x 4	Lump Sum	
	18	Drainage / Water Distribution	Lump Sum	
		Including but not limited to items below:		
		Grey and Black water pipework (Same Line)		Included in 18
		Side Drains to road		Included in 18
		Sewer trunks and secondary connection		Included in 18
		Rain water runoff		Included in 18
		Water distribution Pipework (To buildings)		Included in 18
		Manholes		Included in 18
	20	Road Construction (Inc Parking areas)	Lump Sum	NOT APPLICABLE
		Aggregate Base Course (15cm thk)	2000m3	NOT APPLICABLE
		Base course asphalt (6cm thk)	13,000m2	NOT APPLICABLE
		Wearing course asphalt (4cm thk)	13,000m2	NOT APPLICABLE
		Parking Areas white lines	Lump Sum	NOT APPLICABLE
	23	Electrical & Data conduits	Lump Sum	
	24	Concrete walkways & Building entry & terrace steps	Lump Sum	
	25	Landscaping (Gravel / Grass / all areas including Gazebos)	Lump Sum	

SUB-TOTAL PRICE				
O/H & Pft. %				
CLIN 001 (A) SUB-TOTAL PRICE INCLUDING O/H & Pft. %				
OPTIONAL ITEMS TO BE PRICED				
	26	Shopping Container concrete slab x1	Lump Sum	
	27	Barber Container concrete slab x1	Lump Sum	
	28	Laundry Building concrete slab x1	Lump Sum	
	29	Basketball Court x1	Lump Sum	
	30	Volleyball Court x1	Lump Sum	
	31	Jersey Barriers x74 & Concrete Bunkers x19	Lump Sum	
SUB-TOTAL PRICE				
O/H & Pft. %				
(B) SUB-TOTAL PRICE INCLUDING O/H & Pft. %				
GRAND TOTAL (A + B) :				

REMARKS :

The subcontractor shall allow for all drainage / base course / re-bar / P-Traps / oil & water separators and all other components in order to produce a finished product up to and including the finished concrete slab for all areas & buildings.

The subcontractor shall price all the items that are contained within this schedule. However, he must clearly bring to the attention of DynCorp International within his Proposal, any items that he may feel are contradictory and/or omitted, otherwise the 'Firm Fixed Price' shall be deemed to include any / all items necessary to complete the whole of the Civil works as detailed in the Contract Drawings, Specifications and SOW.

Generator Fuel Tanks shall be supplied by DynCorp International

Generators shall be supplied by DynCorp International

Potable Drinking Water must be distributed to the Kitchen

NOTE: OPTIONAL ITEMS TO BE PRICED WILL BE ADDED AS PRICED OPTIONS IN THE CONTRACT AND MAY BE EXERCISED DURING THE TERM OF THE RESULTANT CONTRACT (SUBJECT TO AVAILABILITY OF FUNDS).

Delivery and completion of services shall be no later than 130 days after issuance of a Notice To Proceed (NTP).

EXHIBIT 3
SUBCONTRACTOR PROPOSAL
Insert Proposal Here

NOTE: NO MOBILIZATION FEES WILL BE INCLUDED IN THIS SUBCONTRACT; PROPOSALS SUBMITTED BASED ON A MOBILIZATION FEE WILL BE FOUND TO BE NON-RESPONSIVE AND WILL BE REJECTED!

EXHIBIT 4 - Clauses & Special Provisions, Sections A&B

EXHIBIT 4, SECTION A – PRIME CONTRACT FLOW DOWNS

FAR, DFAR AND DOSAR CLAUSES APPLICABLE TO ORDERS PLACED UNDER FEDERAL GOVERNMENT PROGRAMS

The following clauses are from the Federal Acquisition Regulations (FAR), the Department of State Acquisition Regulations (DOSAR) and the Defense Federal Acquisition Regulation Supplement (DFARS) and are cited by reference and by this reference are incorporated herein to the same extent as though set forth in full text. A copy of the clauses will be made available upon request. The applicable date of a clause is the date in effect at the time of the prime contract solicitation. The clauses shall apply at every tier.

If the Federal Government client is an agency other than the Department of Defense or the Department of State (e.g. Department of Energy, EPA, GSA, NASA, etc.), the Subcontract shall include applicable agency-specific clauses from the prime contract in lieu of the DFAR or DOSAR clauses.

In the event of a conflict between a clause cited in this section and the DynCorp International Articles, DynCorp International clauses shall take precedence except for the Audit clause.

The term Subcontract shall also mean purchase order, consulting agreement, basic ordering agreement, indefinite quantity indefinite delivery contract, task order, notice to proceed and any other mechanism deemed to establish a contractual relationship or obligation.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

<u>SOURCE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (DEC 2001)
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 (JUL 1995)
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 (JUN 1997)
52.204-2	SECURITY REQUIREMENTS (AUG 1996)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.211-5	MATERIAL REQUIREMENTS (AUG 2000)
52.215-2	AUDIT AND RECORDS--NEGOTIATION (JUN 1999)
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)
52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB)
OTHER THAN PENSIONS (OCT 1997)
52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN
COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.216-7 ALLOWABLE COST AND PAYMENT (FEB 2002)
52.216-8 FIXED FEE (MAR 1997)
52.217-8 OPTION TO EXTEND SERVICES (AUG 1989)
52.222-2 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26 EQUAL OPPORTUNITY (APR 2002)
52.222-29 NOTIFICATION OF VISA DENIAL (FEB 1999)
52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE
VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
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 (DEC 2001)
52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)
52.223-6 DRUG-FREE WORKPLACE (MAR 2001)
52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)
52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
52.224-2 PRIVACY ACT (APR 1984)
52.225-5 TRADE AGREEMENTS (FEB 2002)
52.225-8 DUTY-FREE ENTRY (FEB 2000)
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)
52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)
52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
(AUG 1996)
52.227-3 PATENT INDEMNITY (APR 1984)
52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)
52.227-19 COMMERCIAL COMPUTER SOFTWARE--RESTRICTED RIGHTS (JUN 1987)
52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)
52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)
52.230-2 COST ACCOUNTING STANDARDS (APR 1998)
52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-18 AVAILABILITY OF FUNDS (APR 1984)
52.232-22 LIMITATION OF FUNDS (APR 1984)
52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL
CONTRACTOR REGISTRATION (MAY 1999)
52.233-1 DISPUTES (JUL 2002)
52.236.5.1 MATERIAL AND WORKMANSHIP (APR 1984)

52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.237-3	CONTINUITY OF SERVICES (JAN 1991)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS (MAR 2001)
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-13	BANKRUPTCY (JUL 1995)
52.244-2	SUBCONTRACTS (AUG 1998)--ALTERNATE II (AUG 1998)
52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986)
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)
52.246-23	LIMITATION OF LIABILITY (FEB 1997)
52.246-25	LIMITATION OF LIABILITY--SERVICES (FEB 1997)
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)
52.247-1	COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
52.247.63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 1997)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

II. DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR CHAPTER 6) CLAUSES:

652.225-71	SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)
652.228-71	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)--SERVICES (AUG 1999)
652.229-71	PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)
652.237-72	OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (AUG 1999)
652.242-73	AUTHORIZATION AND PERFORMANCE (AUG 1999)
652.243-70	NOTICES (AUG 1999)

CLAUSES INCORPORATED IN FULL TEXT

FAR 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within TBD calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance of delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner an sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, either of which events the Contractor shall continue performance; *provided*,

however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action, which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within TBD calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2) or (3) above, advise the Contractor that additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(b) *Equitable adjustments.* (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)

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

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793),

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (JUN 2001)

(a) Each Electronic and Information Technology (EIT) product or service furnished under this contract shall comply with the Section 508 Accessibility Standards (36 CFR 1194), as specified in the contract. If the Contracting Officer determines any furnished product or service is not in compliance with the contract, the Contracting Officer will promptly inform the Contractor in writing. The Contractor shall, at no cost to the Government, repair or replace the non-compliant products or services within the period of time specified by the Contracting Officer. If the repair or replacement is not completed within the time specified, the Contracting Officer may:

(1) Cancel the contract, delivery or task order, purchase order or line item without termination liabilities; or

(2) In the case of custom EIT being developed under this contract, have any necessary changes made or repairs performed by Government employees or by another contractor and the Contractor must reimburse the Government for any expenses incurred thereby.

(b) For every EIT product or service accepted under this contract by the Government that does not comply with 36 CFR 1194, the Contractor must, at the discretion of the Contracting Officer, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the contract renewal date, whichever occurs first.

COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED (INDEFINITE DELIVERY CONTRACTS) (JUN 2001)

(a) The Contractor must provide a comprehensive list of all offered specific electronic and information technology (EIT) products that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The Contractor must clearly indicate where this list with full details of compliance can be found (e.g., vendor's or other exact web page location). The Contractor must ensure that the list is easily accessible by typical users beginning five calendar days after award. The Contractor must maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and must ensure that it is current within three calendar days of changes to its product line.

(b) For every EIT product accepted under this contract by the Government that does not comply with 36 CFR Part 1194, the Contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or the contract renewal date, whichever shall occur first.

ARAB LEAGUE BOYCOTT OF ISRAEL (06/95)

(a) *Definitions.* As used in this clause:

(1) The term "foreign person" means any person other than a United States person as defined in paragraph (2); and

(2) The term "United States person" means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.* By submitting this offer, the Contractor certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. App. 2407(a)) prohibits a United States person from taking, or
- (2) Discriminating in the award of subcontracts on the basis of religion.

FAR 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):

FAR: www.arnet.gov/far
DOSAR: www.statebuy.gov/home.htm

The following provisions and FAR Clauses applicable to this construction project

In the interest of the Government, the following referenced Federal Acquisition Regulations contract clauses and provisions are incorporated into this construction task order, as determined by the Contracting Officer:

1. Superintendence by the Contractor (FAR 52.236-6)
2. Site Investigation and Conditions Affecting the Work, (FAR 52.236-3)
3. Schedules for Construction Contracts (FAR 52.236-15).
4. Submittal of complete As-Built Drawings (3 sets), as required by FAR and Agency regulations before construction project is closed.
5. Operations and Storage Areas (FAR 52.236-10)

EXHIBIT 4

EXHIBIT 4, SECTION B – SPECIAL PROVISIONS

This Section defines Special Provisions that are applicable to this Subcontract. Only those clauses where the block between the Clause number and title is marked “” are applicable.

SP-1 AVAILABILITY OF FUNDS

Funds are not presently available for this Subcontract. DYNCORP INTERNATIONAL's obligation under this Subcontract is contingent upon availability of appropriated funds from which payment for Subcontract purposes can be made. No legal liability on the part of DYNCORP INTERNATIONAL for any payment may arise until funds are made available to the DYNCORP INTERNATIONAL Procurement/Contracts Manager for this Subcontract and until the Procurement/Contracts Manager receives notice of such availability, to be confirmed in writing by the Procurement/Contracts Manager.

SP-2 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for performance under this Subcontract beyond (i.e., day/month/year). DYNCORP INTERNATIONAL's obligation for performance of this Subcontract beyond that date is contingent upon the availability of appropriated funds from which payment for Subcontract purposes can be made. No legal liability on the part of DYNCORP INTERNATIONAL for any payment may arise for performance under this Subcontract beyond the fore mentioned date until funds are made available to the DYNCORP INTERNATIONAL Procurement Manager for performance and until the Procurement Manager receives notice of availability, to be confirmed in writing by the Procurement Manager.

SP-3 LIMITATION OF DYNCORP INTERNATIONAL'S OBLIGATION

- A. The Subcontractor agrees to perform or have performed Work on the Subcontract up to the point at which, in the event of termination of this Subcontract pursuant to Terms and Conditions clause, "Termination for Convenience," the total amount payable by DYNCORP INTERNATIONAL (including amounts payable in respect of Subcontract and settlement costs) would, in the exercise of reasonable judgment by the Subcontractor, approximate the total amount at the time allotted to this Subcontract. DYNCORP INTERNATIONAL shall not be obligated in any event to pay or reimburse the Subcontractor in excess of the amount allotted to this Subcontract at the time of termination, anything to the contrary of that entitled under Terms and Conditions titled, "Termination for Convenience," notwithstanding.
- B. In order to ensure compliance with the requirements of paragraph (A) above, all schedules required by other clauses of this Subcontract shall relate to and describe the Subcontractor's proposed plan for performance of Work and representation of Work actually performed to the amount then allotted to this Subcontract, and shall schedule and relate planning for future performance of Work to the schedule of additional allotments to this Subcontract as set forth in paragraph (a) above.
- C. If DYNCORP INTERNATIONAL is unable to provide additional funding as specified in the schedule in paragraph (A) of this clause, DYNCORP INTERNATIONAL may opt for one (1), or a combination, of the following actions:
 1. Instruct the Subcontractor to continue performance of the Subcontract to the extent permitted by currently allotted funds to this Subcontract; or

2. Negotiate with the Subcontractor to suspend all, or any part of, the Work in accordance with the Terms and Conditions Clause "Suspension of Work," provided, that if (1) the order suspending Work does not extend for more than fifteen (15) days or (2) the need to order the suspension of Work has resulted from the failure of the Subcontractor to schedule and perform the Subcontract Work in accordance with the provisions of paragraph (c), above, the Subcontractor shall not be entitled to an equitable adjustment in Subcontract time nor price, nor shall the costs of the suspension be allowable in any subsequent termination of the Subcontractor for convenience of DYNCORP INTERNATIONAL, irrespective of the provisions of the "Suspension of Work" clause, the "Termination for Convenience" clause, or any other clause or provision of the Subcontract; or
 3. Terminate the performance of all or part of the Work under this Subcontract in accordance with the terms and conditions titled "Termination for Convenience" of the Subcontract; or
 4. Take such other action as is agreed by the parties in writing to be appropriate under the existing circumstances.
- D. If the Subcontractor incurs additional costs, or is delayed in performance of the Work under this Subcontract, solely by reason of failure of DYNCORP INTERNATIONAL to allot additional funds in accordance with the schedule set forth in paragraph (A), above, and if additional funds are allotted, an equitable adjustment shall be made in the Subcontract price, or in the time of completion, or both. Failure to agree to any such equitable adjustment hereunder shall be a dispute in accordance with the provisions set forth in the Terms and Conditions, Section titled "Disputes".
- E. DYNCORP INTERNATIONAL may unilaterally at anytime prior to termination, allot additional funds for this Subcontract. Upon written agreement of the parties, funds allotted to this Subcontract may be reduced.
- F. No provisions contained within this clause shall affect the right of DYNCORP INTERNATIONAL to terminate this Subcontract pursuant to the Terms and Conditions, Federal Acquisition Clauses Incorporated by Reference.

The provisions of this clause, and all other referenced terms and conditions, shall be included in all lower-tier Subcontract for Work to be performed under this Subcontract.

SP-4 **SUBMITTAL REGISTER**

- A. The attached Submittal Register contains the following information and is provided in Microsoft Excel 2000 application format.
1. The DYNCORP INTERNATIONAL assigned Subcontract number
 2. Description of the submittal, which should be the same as given on the Submittal Schedule of the specification or as described in the requiring Subcontract Documents.
 3. Referenced technical specification paragraph number defining the submittal need. For items from the technical specification Submittal Schedule the paragraph reference is taken from the same information given on the Submittal Schedule. For submittals required by other Subcontract Documents, applicable document number and section number.
 4. The schedule date for submittal of each item on the register.
 5. The required action by the party to whom the item is submitted (either for approval or for information)
 6. Columns to indicate current status of submittals. Columns shall be established for recording the Submittal Transmittal Number that forwarded the submittal, the status of DYNCORP INTERNATIONAL submittal feedback and schedule date for re-submittal, if required.
- B. The Subcontractor shall record the status of submittals in the Submittal Register real time and submit updated revisions of the document with the monthly progress report.
- C. The Submittal Register, updated through the end of the month, shall be included in the Subcontractor's monthly progress report. An electronic copy shall be provided to the SA and STR at the same time as the monthly progress report submission.

- D. **The Subcontractor is responsible for ensuring that all submittal requirements in the Specification and Subcontract Documents are met, whether they are included on the provided Submittal Register or inadvertently omitted.**

SP-5 PAYMENT & PERFORMANCE BOND REQUIREMENTS

Prior to commencing Work or within ten calendar days from award of the Subcontract, whichever is sooner, the Subcontractor shall deliver to DYNCORP INTERNATIONAL, a performance bond and payment bond executed as surety by a corporation acceptable to the DYNCORP INTERNATIONAL and authorized to issue such bonds in the jurisdiction where the Subcontract is to be performed. The performance bond shall be for one hundred percent (100%) of the total for award as set forth in Offeror's proposal. The payment bond shall be for one hundred percent (100%) of the total for award as set forth in the Offeror's proposal. The cost of such required bonds must be included in the total for award of proposal as set forth in Offeror's proposal.

SP-6 PACKAGING AND MARKING

- A. Packaging: Shall be in accordance with accepted commercial practices for either domestic U.S. shipments or international shipments.
- B. Packing: Shall be packed to ensure carrier acceptance and safe delivery to the destination in containers complying with rules and regulations applicable to the mode of transportation.
- C. **DYNCORP INTERNATIONAL Freight Forwarding Agent shall ensure packaging compliance for certain domestic and all foreign shipments.**
- D. MARKING:
1. Materials and Methods: Markings shall be clear, legible, durable and non-fading. Markings may be typed or printed. Additional marking requirements may be specified in Subcontract issued.
 2. Shipping Containers. Shipping containers and material not shipped in containers shall be marked with the following information, arranged in the order shown below. Marking information shall be placed on the side of the shipping container in a conspicuous location.
 - a. Item name.
 - b. Quantity and Unit (e.g., each, roll, gallon, pound, liter)
 - c. Subcontractor's name and address.
 - d. Subcontract number.
 - e. Gross weight. The letters "WT" shall precede gross weight numerals. All weights shall be expressed to the nearest pound (e.g. WT 100)
 - f. Cube. The letters "CU" shall precede the cube (cubic displacement/numerals). The cube shall be given in cubic feet expressed decimally to the nearest tenth of a cubic foot (e.g., CU 2.0).
 - g. Center of balance and sling or lifting points. A 1-inch wide vertical line not less than 3-inches long locating the center of balance shall be extended up from the bottom edge of both sides of shipping containers over 10 feet in length. This line shall be identified by stenciling or printing, in 1-inch letters, the words "CENTER OF BALANCE" immediately above or along side the line. On unboxed equipment, the location of designated sling or lift points shall be marked in white.
 3. On shipping containers and contents subject to damage from bending and twisting, the load bearing areas and lift point shall be marked with the words "LOAD BEARING AREA" on opposite panels of the container directly over the load bearing area. The words "FORKLIFT AREA" shall be placed directly over the forklift entry points of the skid and rubbing strip construction.
 4. Package number. Required when multiple containers are used and comprise one shipment (e.g., pkg 1 of 3; pkg. 2of 3).

SP-7  **MATERIALS AND EQUIPMENT**

A. Subcontractors' Materials and Equipment

All equipment, material, and articles incorporated into the work covered by this Subcontract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided herein, in accordance with applicable drawings and specifications. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Subcontractor may, to the extent it is approved by DYNCORP INTERNATIONAL, use any equipment, material, article, or process that, in the judgment of DYNCORP INTERNATIONAL, is equal to that named in the specifications, unless otherwise specifically provided in the Subcontract.

B. Substitutes for Materials and Equipment

In furtherance to the paragraph above, the following shall apply:

1. A substitute for an item of equipment, material, article, or patented process referenced by trade name, make, or catalog number shall not be used without DYNCORP INTERNATIONAL' written approval of the substitute concurring that it is an equal.
2. When proposing a substitute as an equal, the Subcontractor shall submit to DYNCORP INTERNATIONAL a written request stating the nature of the proposed substitute and evidence such as drawings and manufacturer's data demonstrating the proposed substitute is of equal quality, composition, and service to the item specified. The written request shall also include any advantages of the substitution to the Owner.
3. DYNCORP INTERNATIONAL reserves the right to have tests and/or analysis made to determine the substitute's acceptability. The cost of such tests shall be paid by DYNCORP INTERNATIONAL where the material is found to be an acceptable substitute and shall be borne by the Subcontractor in the event the material is found to be unacceptable.
4. In proposing a substitute, the Subcontractor assumes responsibility for verifying the alternate item will fit within the space available. All changes or modifications for accommodation of the substitute, including the cost thereof, shall be borne by the Subcontractor. Detailed drawings of such changes shall be submitted to DYNCORP INTERNATIONAL for approval.
5. DYNCORP INTERNATIONAL may reject an otherwise acceptable substitute if such substitute will result in extension of the project design or completion date.

C. Shipment of Subcontractor Supplied Equipment and Materials

1. Subcontractor shall be responsible for arranging all shipments of materials and equipment to the site of the work and shall consign all such shipments to itself as consignee at the project shipping address, freight fully prepaid.
Subcontractor shall be responsible for making demurrage agreements and settlement with carriers for its shipments.
2. Subcontractor shall advise DYNCORP INTERNATIONAL forty-eight hours in advance of all major shipments of Subcontractor's equipment and materials and shall coordinate with DYNCORP INTERNATIONAL the arrival and unloading of equipment.
Subcontractor shall promptly unload its shipments and promptly release carrier's equipment.
3. In the event Subcontractor may be unable to promptly unload its shipment, Subcontractor shall notify DYNCORP INTERNATIONAL of such inability not less than two working days in advance of arrival.
 - a. DYNCORP INTERNATIONAL, at its option, may unload or arrange for others to unload such shipment for the account and risk of Subcontractor.

b. Subcontractor shall promptly pay DYNCORP INTERNATIONAL for such costs of unloading.

D. Products

1. Products: Means new material, machinery, components, equipment, fixtures, and systems forming work.
-Does not include machinery and equipment used for preparation, fabrication, conveying, and erection of work.
-Products may also include existing materials and components required for reuse.
2. Do not use materials and equipment removed from existing premises, except as specifically permitted by Subcontract Documents.
3. Provide interchangeable components of same manufacturer, for similar components.

E. Transportation and Handling

1. Transport and handle products in accordance with manufacturer's instructions.
2. Upon delivery to job site, promptly inspect shipments to ensure products comply with requirements, quantities are correct, and are undamaged.
3. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

F. Product Options

1. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
2. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications. No substitutions allowed to base bid.
3. Products Specified by Naming One Manufacturer with Statement "No Substitution:" Products of manufacturers named and meeting specifications, no substitutions allowed to base bid.
4. Products Specified by Naming One or More Manufacturers with an "Or Equal" clause: Products of manufacturers named and meeting specifications. No substitutions allowed to base bid.

SP-8 **QUALITY**

A. Quality Control Plan

- 1 General: The Subcontractor shall furnish for review by DYNCORP INTERNATIONAL, not later than ten (10) days after receipt of Notice to Proceed, the Subcontractor Quality Control (SQC) Plan proposed to implement the requirements of this specification. The plan shall identify personnel, control procedures, instructions, test records, and forms to be used. DYNCORP INTERNATIONAL will consider an interim plan for the first thirty (30) days of operation. Work will be permitted to begin only after acceptance of the SQC Plan (including approval of the SQC Manager) or acceptance of an interim plan applicable to the particular features of Work to be started. Work outside of the features of Work included in an accepted interim plan will not be permitted to begin until acceptance of an SQC Plan or another interim plan containing the additional features of Work to be started.
- 2 Acceptance of Plan: Acceptance of the Subcontractor's plan and quality control manager is required prior to the start of work. DYNCORP INTERNATIONAL reserves the right to require the Subcontractor to make changes in its SQC Plan and/or personnel.
- 3 Notification of Changes: After acceptance of the SQC Plan, the Subcontractor shall notify DYNCORP INTERNATIONAL in writing of any proposed changes prior to implementation. Proposed changes are subject to acceptance by DYNCORP INTERNATIONAL.

SP-9 ***SUBCONTRACTOR COST OR PRICING DATA (October 2003) (Applicable over \$550,000)***

(a)

- 1 Whenever the negotiated price of the basic Subcontract, or the negotiated price of any change, or other modification to this Subcontract is expected to exceed \$550,000, DYNCORP INTERNATIONAL requires under the situations described in (2) below, each subcontractor and lower-tier subcontractor under this subcontract to submit cost or pricing data and to certify that, to the best of their knowledge and belief, such cost or pricing data are accurate, complete and current.
- 2 Except as provided in (3) below, certified cost or pricing data shall be submitted prior to (i) the award of each subcontract or lower-tier subcontract, the price of which is expected to exceed \$550,000, and (ii) the negotiation of the price of each change or modification to a subcontract or lower-tier subcontract under this subcontract for which the price adjustment is expected to exceed \$550,000.
- 3 In submitting the cost or pricing data, the subcontractor or lower-tier subcontractor shall use the form of certificate set forth in paragraph (b) below and shall certify that the data are accurate, complete, and current. Such certificate and data (actual or identified, as provided in the certificate prescribed below) shall be submitted by lower-tier subcontractors to the next higher-tier subcontractor or the Subcontractor, as applicable, for retention.

(b) The certificates required by this clause shall be in the form set forth below.

Subcontractor's Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, cost or pricing data submitted in writing, or specifically identified in writing if actual submission of the data is impractical (see FAR 15.403-4(d)), to the Subcontractor in support of

_____ (identify the proposal, quotation, request for price adjustment, or other submission involved) are accurate, complete, and current as of _____ (insert the day, month, and year when price negotiations were concluded and price agreement was reached). This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between DYNCORP INTERNATIONAL and Subcontractor that are part of the proposal.

FIRM: _____

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE OF EXECUTION: _____

- (c) For purposes of verifying that certified cost or pricing data submitted in conjunction with the negotiation of this subcontract change or other modification involving an amount in excess of \$550,000 were accurate, complete, and current, DYNCORP INTERNATIONAL, until the expiration of 3 years from the date of final payment under this subcontract, have the right to examine those books, records, documents, papers and other supporting data which involve transactions related to this subcontract or which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.
- (d) If the original price of this subcontract exceeds \$550,000 or the price of any change or other modification to this subcontract is expected to exceed \$550,000, the Subcontractor agrees to furnish the Subcontractor certified cost or pricing data, using the certificate set forth in paragraph (b) above, unless the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.
- (e) The requirement for submission of certified cost or pricing data with respect to any change or other modification does not apply to any subcontract change or other modification, at any tier, where the subcontract is firm fixed-price or fixed-price with escalation unless such change or other modification results from a change or modification to the subcontract, nor does it apply to a subcontract change or modification, at any tier, where the subcontract is not firm fixed-price or fixed-price with escalation unless the price for such change or other modification becomes reimbursable under the subcontract.
- (f) The Subcontractor agrees to insert paragraph (c) without change and the substance of paragraphs (a), (b), (d), (e), and (f) of this clause in each lower-tier subcontract hereunder in excess of \$550,000 and in each lower-tier subcontract of \$550,000 or less, at the time of making a change or other modification thereto in excess of \$550,000.
- (g) If DYNCORP INTERNATIONAL determines that any price, including profit or fee, negotiated in connection with this subcontract or any cost reimbursable under this subcontract was increased by any significant sums because the Subcontractor, or any lower-tier subcontractor pursuant to this clause or any lower-tier subcontract clause herein required, furnished incomplete or inaccurate cost or pricing data or data not current as certified in the Subcontractor's certificate of current cost or pricing data, then such price or cost shall be reduced accordingly and the subcontract shall be modified in writing to reflect such reduction.

(h) Failure of DYNCORP INTERNATIONAL and the Subcontractor to agree on any of the matters in paragraph (g) above shall be a dispute concerning a question of fact subject to the Disputes provisions of this subcontract.

NOTE: Since the subcontract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with certain lower-tier subcontracts, it is expected that the Subcontractor may wish to include a clause in each such lower-tier subcontract requiring the lower-tier subcontractor to appropriately indemnify the Subcontractor. It is also expected that any lower-tier subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by its lower-tier subcontractors.

SP-10 **SUBCONTRACTING PLAN** (Applicable only to Large Businesses whose offers are \$500,000 and above.)

The Offeror, if a large business, will be required to submit a "Small Business Subcontracting Plan" with its proposal, for the utilization of small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals which may or may not also be woman-owned firms. The DYNCORP INTERNATIONAL subcontracting goals for the MFFF Project are:

- % to Small Businesses
- % to Small-Disadvantaged Businesses
- % to Small, Woman-Owned Businesses
- % to HUBZone Business
- % to Veteran-Owned Small Business
- % to Service-Disabled/Veteran-Owned Small Business

These goals should be considered by Offerors when developing their Small Business Subcontracting Plan. A sample Small Business Subcontracting Plan is contained herein as an attachment to this Section. No award shall be made prior to the DYNCORP INTERNATIONAL's approval of Offeror's Small Business Subcontracting Plan.

SP-11 **PRE-AWARD EQUAL OPPORTUNITY REVIEW** (applicable over \$10,000,000)

If the resultant Subcontract will exceed \$10,000,000 a pre-award on-site equal opportunity review may be made to determine the offerors compliance with the requirements of the Equal Opportunity Clause.

SP-12 **ECONOMIC PRICE ADJUSTMENT**

- A. The Supplier/Subcontractor warrants that the unit prices indicated in the pricing list under this Subcontract is not in excess of the Supplier's/Subcontractor's established unit prices in effect on the date of Subcontract award for like quantities of the same item. The term "unit price(s)" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that;
- (1) Is an established catalog or market price for the item sold to the general public; and
 - (2) Is the net price after applying any applicable discounts offered by the Supplier/Subcontractor.
- B. If the Supplier/Subcontractor's established unit price is increased one (1) year after the Subcontract award date, the corresponding Subcontract line item price shall be increased, upon the supplier's/subcontractor's written request to the DYNCORP INTERNATIONAL Procurement Representative, by the same percentage that the established unit price is increased, and the Subcontract shall be modified accordingly, subject to the following limitations:

- (1) The aggregate of the increases in any unit price shall not exceed ten percent (10%) of the original Subcontract unit price for the entire Subcontract period including options;
- (2) The increased subcontract unit price shall be effective on the effective date of the increase in the applicable established price if the DYNCORP INTERNATIONAL Procurement Representative receives the Supplier's/Subcontractor's written request thirty (30) days prior to the expiration of the effective period of current established unit prices. Otherwise the increase shall be effective forty-five (45) days after receipt of the request.
- (3) The percent of increase in the established unit prices does not exceed the percent of increase in the then current Producer's Price Index (PPI) as published by the United States Bureau of Labor Statistics for the latest monthly period (July) preceding the annual date of the current subcontract period. The PPI to be used shall be Table 3, PPI for Selected Commodity Grouping, Code 13-2, and calculated as follows;

Escalation calculation:

1. (Month) Price Index for Industry Code
 2. Less (Month-Year) Price Index for Industry Code
 3. Equals the increase in Price Index (if ≤ 0 increase allowed)
 4. Increase in Price Index (iii)
 5. Divided by (Month-year) Price Index (ii) from above
 6. Multiply result of (v) above by 100
 7. Percent of Price Increase allowed annually
- (4) The increased Subcontract unit price shall not apply to quantities ordered before the effective date of the increased subcontract unit price;
 - (5) No modification increasing a Subcontract unit price shall be executed under this paragraph (B) until the DYNCORP INTERNATIONAL PM or designee verifies the increase in the applicable established price.
 - (6) Within thirty (30) days after receipt of the Supplier's/Subcontractor's written request, the DYNCORP INTERNATIONAL PM or designee may cancel, without liability to either party, any undelivered portion of the subcontract items affected by the requested increase.

SP-13 **VARIATION IN QUANTITY**

- A. A variation in the quantity of any item called for by this SUBCONTRACT or any Order will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (B) below.
- B. The permissible variation shall be limited to:
percent increase.
percent decrease.
- C. This increase or decrease shall apply to:
 - (1) The total contract quantity;
 - (2) Item only;
 - (3) Each quantity specified in the delivery schedule;
 - (4) The total item quantity for each destination; or
 - (5) The total quantity of each item without regard to destination.

SP-14 **OPTION FOR INCREASED QUANTITY**

DYNCORP INTERNATIONAL may increase the quantity to which this Subcontract will be applicable at the unit price specified. The DYNCORP INTERNATIONAL D/PM or Sr. Contract Manager may exercise the option by written notice to the subcontractor within thirty (30) days of Subcontract completion provided DYNCORP INTERNATIONAL gives the Subcontractor a preliminary written notice of its intent. Delivery of the added items shall continue at the same rate as the like items called for under the Subcontract, or as set forth in Exhibit 2 as included Priced Options, unless the parties otherwise agree.

SP-15 **DELIVERY REQUIREMENTS**

A. ALL SHIPMENTS

1. The Supplier/Subcontractor shall bear risk of loss or damage to goods rejected by DYNCORP INTERNATIONAL or Authorized User for which acceptance has been revoked. Until delivery of conforming goods, risk of loss, regardless of cause, is the Supplier/Subcontractor's responsibility. Inspection and final acceptance will be at destination.
2. Supplier/Subcontractor will schedule shipments with DYNCORP INTERNATIONAL and/or Authorized Users, and shall allow for transit times.
3. The Supplier/Subcontractor shall deliver the item(s) to the address as instructed by each Task Order Release

B. U. S. DOMESTIC SHIPMENTS

The Supplier/Subcontractor shall ship all item(s) or deliverables required by this SUBCONTRACT for domestic U.S. destinations, in a manner customary to the commercial market place or, if different, as specified in this SUBCONTRACT. If not specified elsewhere, shipment shall be made via the most economical means possible that ensures receipt by DYNCORP INTERNATIONAL or Authorized User by the date(s) specified in the TOR/Order. Domestic U. S. shipments shall be F.O.B. destination.

C. EXPORT SHIPMENTS

All shipments being exported shall be coordinated through DYNCORP INTERNATIONAL's freight forwarder. DYNCORP INTERNATIONAL shall incur the cost of freight forwarding and customs export licensing for such shipments whether they are to a DYNCORP INTERNATIONAL or Authorized User destination.

SP-16 **SUPPLIER/SUBCONTRACTOR REQUESTS**

After award of the Subcontract and prior to delivery, there may be a need for clarification, interpretation or deviation to Subcontract Documents. The Supplier/Subcontractor shall handle informational needs by direct interface and communication with the DYNCORP INTERNATIONAL SA or STR. However when the SA, STR or Supplier/Subcontractor determines the need for a written record of the request and the DYNCORP INTERNATIONAL response, the Supplier/Subcontractor shall initiate a Supplier/Subcontractor Request Form, Exhibit 6, as instructed on page two of the form.

- (a) The Supplier/Subcontractor shall assign a number to each Supplier/Subcontractor Request following the format instruction given. The Supplier/Subcontractor shall maintain a log of all Supplier/Subcontractor Requests submitted to DYNCORP INTERNATIONAL and the log shall contain status information such as date submitted, type request, date DYNCORP INTERNATIONAL response needed, actual response date, final disposition category and if applicable, identify other pending authorization document(s) identified in the DYNCORP INTERNATIONAL disposition that are to be received and the date received.
- (b) Proposed deviations should not be submitted to DYNCORP INTERNATIONAL unless the deviation provides a cost savings to DYNCORP INTERNATIONAL, a schedule improvement for delivery or the technical requirement or design approach is not practical to accomplish.
- (c) Supplier/Subcontractor Request shall be submitted in a timely manner, allowing DYNCORP INTERNATIONAL a reasonable time to review, evaluate and act to provide the needed response without threat of schedule or cost

impact. The following should be used a guidance for setting the DYNCORP INTERNATIONAL response required date:

1. Allow ten (10) calendar days response to information or clarification requests.
 2. Allow twenty-one (21) calendar days for deviation requests.
 3. By mutual agreement between STR and Supplier/Subcontractor, that a request is of high priority, a response date outside the above general guidance is acceptable.
- (d) The Supplier/Subcontractor shall submit to the SA the original and three (3) copies of the Supplier/Subcontractor Request, including any attachments. If notified by separate correspondence from the SA, the Supplier/Subcontractor may submit a Supplier/Subcontractor Request, inclusive of attachments, via electronic media in a manner directed in the correspondence.
- (e) DYNCORP INTERNATIONAL shall provide the Supplier/Subcontractor one (1) copy of the Supplier/Subcontractor Request with a disposition response, inclusive of any supporting documents referenced in the disposition, and concurrence signature(s). Unless otherwise referenced on the Supplier/Subcontractor Request form, the DYNCORP INTERNATIONAL disposition is considered to be within the scope of the Subcontract, will not change any requirements of the Subcontract, and do not in themselves constitute agreement or authorization to perform a change. In all instances, agreement with the Supplier/Subcontractor interpretation and proposed resolution specifically waives any entitlement that the Supplier/Subcontractor may have to a change in price or schedule. If it is agreed that the disposition to a Supplier/Subcontractor Request constitutes a change to the Subcontract, the SA will instruct the Supplier/Subcontractor to submit a Request for Change Proposal form. Only a Subcontract modification or Notice to Proceed will serve as authorization to proceed with a disposition to a Supplier/Subcontractor Request that involves a change.
- (f) Any Work performed in advance of the receipt of the authorizing document and not authorized by the SA is performed at risk by the Supplier/Subcontractor.

SP-17 **SUPPLIER/SUBCONTRACTOR SUBMITTALS**

Supplier/Subcontractor shall submit Vendor Data noted in specifications and other Subcontract Documents in quantities indicated and in strict accordance with the following instructions.

- (a) Vendor Data submitted with Offeror's proposal shall be identified by the Request for Proposal Number (RFP), and, if applicable, Equipment Number.
- (b) Vendor Data submitted after award shall be transmitted to DYNCORP INTERNATIONAL using the "Submittal Transmittal Form", Exhibit 7, with each transmittal form assigned a unique number structured in accordance with the instructions provided.
- (c) Submittal transmittals shall be forwarded to the SA at the address provided on the Subcontract Award form, Section A.
- (d) Cost of submitting Vendor Data shall be included in the Supplier/Subcontractor's proposal.
- (e) If a submittal register has been invoked as part of this Subcontract, (Section F), the Supplier/Subcontractor shall comply with the requirement and incorporate associated work into the Subcontract price.
- (f) Supplier/Subcontractor should allow twenty-one (21) calendar days, unless otherwise specified elsewhere in the Subcontract, for DYNCORP INTERNATIONAL review of and response to submittals with required DYNCORP INTERNATIONAL action. Consideration of this time requirement shall be incorporated into the Supplier/Subcontractor's performance schedule.
- (g) Supplier/Subcontractor shall provide as many hard copies as called for in the Subcontract and specification and one (1) electronic format of each submittal, unless otherwise directed in the Subcontract.

- (h) DYNCORP INTERNATIONAL response to submittals “for approval” will be by separate letter or response transmittal. The following status codes are the only codes authorized for use by DYNCORP INTERNATIONAL in responding to transmittals:
1. Approved – Submittal meets the requirements of the DYNCORP INTERNATIONAL procurement documents and provides a release from Engineering for the vendor to fabricate or deliver, as applicable. It also means that DYNCORP INTERNATIONAL Engineering can use the presented information as design input. It does not mean that DYNCORP INTERNATIONAL has reviewed and approved the analytical basis for the vendor information, it means the document is accepted by Engineering for its intended use according to the Subcontract (no exceptions, comments, etc., that would require a change are taken). This status also applies to mill test reports, manufacturer’s data, bills of material etc., which are accepted by the DYNCORP INTERNATIONAL as recorded documents.
 2. Approved, Except as Noted – Document, which includes identified comments, meets the requirements of the DYNCORP INTERNATIONAL procurement documents and provides a release from Engineering for the vendor to fabricate or deliver, as applicable. It also means that DYNCORP INTERNATIONAL Engineering can use the presented information that is not effected by notations as design input. It does not mean that DYNCORP INTERNATIONAL has reviewed and approved the analytical basis for the vendor information. Supplier/Subcontractor is to revise document as noted and resubmit. Documents are available for use that does not conflict with notations.
 3. Not Approved – Document can not be used by Engineering, and the Supplier/Subcontractor is to revise the document as requested and resubmit. Items or activities related to documentation identified as “Not Approved” shall not be used until satisfactory documentation has been received and accepted.
 4. For Information Only – Document is accepted for use as information but is not approved for design input or for construction purposes.

SP-18 **Reserved**

SP-19 **INSPECTION OF SUPPLIES AND SERVICES**

- A. Supplier/Subcontractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the Supplies or Services furnished under this Subcontract conform to the Subcontract requirements, including any applicable technical requirements for specified manufactured parts. This article also enforces the inspection and testing requirements specified elsewhere in the Subcontract either by specific description, reference to other documents included as Subcontract Documents, or invoked by reference to laws, regulations, codes and standards.
- B. Supplier/Subcontractor shall provide and maintain an inspection system that adopts sound commercial practices and meets any specific quality assurance/quality control requirements set forth in the Subcontract Documents covering Work under this Subcontract. Supplier/Subcontractor shall tender to DYNCORP INTERNATIONAL for acceptance only Services and Supplies that have been inspected in accordance with the inspection system and have been found by Supplier/Subcontractor to be in conformity with the Subcontract. As part of the system, Supplier/Subcontractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to DYNCORP INTERNATIONAL and the Owner during Subcontract performance and for as long afterwards as this Subcontract requires. Selected records may be identified for submittal to DYNCORP INTERNATIONAL for information, review or approval. Supplier/Subcontractor shall not view the submission of individual records to fulfill a submission requirement as “turnover” of records to DYNCORP INTERNATIONAL. DYNCORP INTERNATIONAL may define within the Subcontract Documents, the contents of a Records Package to be submitted at the completion of Work or at the completion of phases of Work. DYNCORP INTERNATIONAL and the Owner may perform reviews and evaluations reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the Work. The right of review, whether exercised or not, does not relieve Supplier/Subcontractor of its obligations under this Subcontract.

- C. DYNCORP INTERNATIONAL and the Owner have the right to inspect and test all Supplies and Services called for by this Subcontract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. DYNCORP INTERNATIONAL and the Owner shall perform inspections and tests in a manner that will not unduly delay the Work. DYNCORP INTERNATIONAL and the Owner assume no contractual obligation to perform any inspection and test for the benefit of Supplier/Subcontractor, unless specifically set forth elsewhere in this Subcontract.
- D. If DYNCORP INTERNATIONAL or the Owner performs an inspection or test on the premises of Supplier/Subcontractor, Supplier/Subcontractor shall furnish, and shall require lower-tier Supplier/Subcontractor to furnish, without additional charge, all reasonable facilities and assistance for convenient performance of these duties. Except as otherwise provided in this Subcontract, DYNCORP INTERNATIONAL shall bear the expense of DYNCORP INTERNATIONAL and Owner inspections or tests made at other than the Supplier/Subcontractor's or lower-tier Supplier/Subcontractor's premises; provided, that in case of rejection, DYNCORP INTERNATIONAL and the Owner shall not be liable for any reduction in the value of inspection or test samples.
- E. When Supplies or Services are not ready at the time specified by Supplier/Subcontractor for inspection or test, DYNCORP INTERNATIONAL may charge to Supplier/Subcontractor the additional cost to DYNCORP INTERNATIONAL related to the inspection or test. DYNCORP INTERNATIONAL may also charge Supplier/Subcontractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest necessary.
- F. DYNCORP INTERNATIONAL has the right either to reject or to require correction of nonconforming Supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with Subcontract requirements. DYNCORP INTERNATIONAL may reject nonconforming Supplies with or without disposition instructions.
- G. Supplier/Subcontractor shall remove Supplies/Goods rejected or required to be corrected. However, DYNCORP INTERNATIONAL may require correction in place, promptly after notice, by and at the expense of Supplier/Subcontractor. Supplier/Subcontractor shall not tender for acceptance corrected or rejected Supplies without disclosing the former rejection or requirements for correction, and, when required, shall disclose the corrective action taken.
- H. If any of the Services do not conform to Subcontract requirements, DYNCORP INTERNATIONAL shall require Supplier/Subcontractor to perform the Services again in conformity with Subcontract requirements, at no increase in Subcontract amount. When the defects in Services cannot be corrected by re-performance, DYNCORP INTERNATIONAL may:
- (1) Require Supplier/Subcontractor to take necessary action to ensure that future performance conforms to Subcontract requirements and
 - (2) Reduce the Subcontract line item price to reflect the reduced value of the design or fabrication Services performed.
- I. If Supplier/Subcontractor fails to remove, replace, or correct rejected Supplies or Services promptly, that are required to be removed or to be replaced or corrected, or to re-perform nonconforming Services promptly in conformance with applicable requirements or to take the necessary action to ensure future performance of Services in conformity with applicable requirements, DYNCORP INTERNATIONAL may:
- By order or otherwise remove, replace, or correct the Supplies and perform the Services and charge the cost to Supplier/Subcontractor;
 - Terminate the Subcontract for default; or
 - Require delivery and make an equitable price reduction.

- J. This Subcontract provides for the performance of quality assurance at source and the Supplier/Subcontractor shall furnish the SA and STR notification (even if identified in the Subcontract schedule or inspection plan) in advance of the time,
- (1) When Supplier/Subcontractor inspection or tests will be performed in accordance with the terms and conditions of this Subcontract and,
 - (2) When the Supplies will be ready for DYNCORP INTERNATIONAL inspection.

DYNCORP INTERNATIONAL may request to perform quality assurance measures on activities not initially identified in the Subcontract Documents. Such requests will come from the SA or STR and be specific in defining the measures and activities to be covered. For specific quality assurance measures, individuals other than the SA and STR may be identified in writing to the Supplier/Subcontractor for direct notification of the time the Supplier/Subcontractor will be ready. The method to be used to provide advanced notification and the means to communicate with the identified DYNCORP INTERNATIONAL representative shall be furnished to the Supplier/Subcontractor. The SA and STR shall be copied on each advanced notification made to others. Advance notifications shall be given not less than two (2) workdays if the DYNCORP INTERNATIONAL representative being notified is in the Supplier/Subcontractor facility, and not less than seven (7) workdays in other instances.

- K. DYNCORP INTERNATIONAL shall accept or reject Supplies as promptly as practicable after delivery, unless otherwise provided in the Subcontract. DYNCORP INTERNATIONAL's failure to inspect and accept or reject the Supplies shall not relieve Supplier/Subcontractor from responsibility, nor impose liability on DYNCORP INTERNATIONAL, for non-conforming Supplies.
- L. Inspections and tests by DYNCORP INTERNATIONAL and the Owner do not relieve Supplier/Subcontractor of responsibility for defects or failures to meet Subcontract requirements. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the Subcontract.
- M. If acceptance is not conclusive for any reason, DYNCORP INTERNATIONAL, in addition to any other rights and remedies provided by law, or under other provisions of this Subcontract, shall have the right to require the Supplier/Subcontractor:

At no increase in Subcontract line item(s) price(s), to correct or replace the defective or non-conforming Supplies at the original point of delivery at Supplier/Subcontractor's plant, at DYNCORP INTERNATIONAL's election and in accordance with a reasonable delivery schedule as may be agreed upon between Supplier/Subcontractor and DYNCORP INTERNATIONAL; provided, that DYNCORP INTERNATIONAL may require a reduction in Subcontract line item(s) prices(s) if Supplier/Subcontractor fails to meet such delivery schedule, or

Within a reasonable time after receipt by Supplier/Subcontractor of notice of defects or non-conformance, to repay such portion of this Subcontract as is equitable under the circumstances if DYNCORP INTERNATIONAL elects not to require correction or replacement. When Supplies are returned to Supplier/Subcontractors, Supplier/Subcontractor shall bear the transportation cost from original point of delivery to Supplier/Subcontractor's plant and return to the original point when that point is not the Supplier/Subcontractor's plant.

If Supplier/Subcontractor fails to perform or act as required in 1. or 2. above and does not cure such failure within a period of ten (10) days (or such longer period as DYNCORP INTERNATIONAL may authorize in writing) after receipt of notice from DYNCORP INTERNATIONAL specifying such failure, DYNCORP INTERNATIONAL shall have the right by Contract or otherwise to replace or correct such Supplies and charge to the Supplier/Subcontractor the cost occasioned thereby.

SP-20 NOTICE- TO – PROCEED

DYNCORP INTERNATIONAL will issue a Notice-to-Proceed to authorize the Supplier/Subcontractor to proceed in a specific manner under any of the following circumstances:

To authorize the starting of Work for each line item given in Section D. Any work started by the Supplier/Subcontractor without benefit of a Notice-to-Proceed, the Supplier/Subcontractor does at its own risk. (See Exhibit 1)

To direct Supplier/Subcontractor to proceed or continue with work utilizing revised Subcontract Documents or to include additional technical documents to the Subcontract to clarify or better define the Work. (See Exhibit 4)

To notify the Supplier/Subcontractor that they are authorized to proceed with an engineering change either resulting from a Supplier/Subcontractor proposed deviation request or a DYNCORP INTERNATIONAL internally identified need for change. (See Exhibit 4)

To authorize Supplier/Subcontractor to immediately proceed with Work for a DYNCORP INTERNATIONAL proposed change that Supplier/Subcontractor had submitted a Supplier/Subcontractor Change Proposal and DYNCORP INTERNATIONAL accepts the proposal and desires for the Supplier/Subcontractor to immediately proceed. (See Exhibit 4)

Other circumstances that may be specifically described in the Subcontract Documents calling for use of a Notice-to-Proceed.

Changes resulting from a Directive (Exhibit 8) that have not already been addressed by the Supplier/Subcontractor to DYNCORP INTERNATIONAL shall be handled in accordance with the provisions of the article titled "Changes" of this Section.

SP-21 DYNCORP INTERNATIONAL OR OWNER FURNISHED DATA

DYNCORP INTERNATIONAL or Owner furnished data to be delivered through DYNCORP INTERNATIONAL to the Supplier/Subcontractor shall be specifically set forth in the Subcontract as deliverables to the Supplier/Subcontractor. Accordingly, it is the Supplier/Subcontractor's responsibility to secure any other cited data; i.e., military specifications, regulatory citations, etc.

If the data to be delivered is (1) not suitable for its intended use; and/or (2) not delivered; or (3) not delivered in a timely manner and such untimely delivery impedes Work, then the Supplier/Subcontractor may request equitable adjustment pursuant to the paragraph entitled "Changes" of these Terms and Conditions. Additionally, Title to DYNCORP INTERNATIONAL or Owner furnished data shall remain with DYNCORP INTERNATIONAL or the Owner, respectively.

SP-22 EXPORT CONTROL

- A. The Supplier/Subcontractor must comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this Subcontract. In the absence of available license exemptions or exceptions, the Supplier/Subcontractor must obtain the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
- B. The Supplier/Subcontractor must obtain export licenses, if required, before using foreign persons in the performance of this Subcontract, where the foreign person will have access to exported-controlled technical data or software.
- C. The Supplier/Subcontractor is responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions and exceptions.

SP-23 SUBCONTRACT CONSENT

It is understood that this Subcontract may be subject to the consent of the Owner. It is agreed that if, as a result of the review for consent, the Owner directs any changes to the terms and conditions or price currently in the proposed Subcontract, an amendment to the proposed Subcontract will be prepared by DYNCORP INTERNATIONAL reflecting the directed changes. If upon review of this amendment, the Supplier/Subcontractor elects not to accept the directed

changes, then this proposed Subcontract may be cancelled or renegotiated without either party incurring further obligations to the other.

SP-24 **TITLE AND ADMINISTRATION**

- A. Any rights and/or interests acquired under the terms of this Subcontract shall pass directly from Supplier/Subcontractor to the Owner. This Subcontract may be transferred, in whole or in part, to Owner, or its designee(s), and to the extent of such transfer and notice therefore to Supplier/Subcontractor, DYNCORP INTERNATIONAL shall have no further responsibilities hereunder.
- B. For DYNCORP INTERNATIONAL purchases, Title to the Supplies shall pass to the Owner at the place of delivery to DYNCORP INTERNATIONAL.
- C. Supplier/Subcontractor agrees to furnish the Work free and clear of all liens, claims, and encumbrances. In the event that a lien of any nature shall at any time be filed against the Work or Supplier/Subcontractor facility by any person, firm, or corporation which has supplied equipment, material, services or data, Supplier/Subcontractor agrees promptly, on demand of DYNCORP INTERNATIONAL and at Supplier/Subcontractor's expense, to take any and all action necessary to cause any such lien to be released or discharged therefrom. Supplier/Subcontractor agrees to save DYNCORP INTERNATIONAL and Owner from all liens, claims, or demands in connection with the Work.
- D. Except as otherwise provided in the Subcontract,
 - (1) Supplier/Subcontractor shall be responsible for the loss or destruction of, or damage to, the Supplies until delivered at the designated delivery point, regardless of the point of inspection,
 - (2) After delivery to DYNCORP INTERNATIONAL at the designated point and prior to acceptance or rejection by DYNCORP INTERNATIONAL, Supplier/Subcontractor shall be responsible for the loss or destruction of or damage to the Supplies unless such loss, destruction, or damage results from negligence of the officers, agents, or employees of DYNCORP INTERNATIONAL or the Owner acting within the scope of their employment, and
 - (3) Supplier/Subcontractor shall bear all risks as to rejected Services or Supplies after rejection.

SP-25 **CHANGES (See Article 30)**

- A. Supplier/Subcontractor shall not substitute other equipment or materials as specified in the Subcontract, or vary the quantity of the Work, or otherwise make any changes in the Work, without prior written consent of DYNCORP INTERNATIONAL Procurement.

Immediate changes to the Subcontract may be made by either the issuance of a Request for Change Proposal/Notice to Proceed (RFCP/NTP), (see Exhibit 4) or Field Work Directive (FWD), (see Exhibit 8). The above documents are used to make changes to the contract while minimizing disruption in the workflow of the project. Definitization of the RFCP/NTP and FWD will be accomplished by issuance of a modification to the Subcontract.

The Supplier/Subcontractor shall submit itemized price proposals for Supplier/Subcontractor and sub-tiers for any DYNCORP INTERNATIONAL directed change order or request for equitable adjustment in accordance with this term. See Exhibit 5 for a sample copy of the approved proposal format. Supplier/Subcontractor must submit proposals in this format.

The Supplier/Subcontractor's price proposal shall be submitted within ten (10) days, or as otherwise directed by DYNCORP INTERNATIONAL, of Supplier/Subcontractor's first knowledge of the change or DYNCORP INTERNATIONAL's issuance of RFCP/NTP or FWD, whichever comes first, on Subcontract Change Proposal form (see Exhibit 5). Material, Labor, Equipment and Other Direct Costs shall be summarized and totaled as

Fabrication Direct Costs on the cover sheet. Overhead, Profit, and Bond shall be added as appropriate line items shown below the Direct Fabrication Costs. Cost estimates or pricing detail backup shall be completely itemized to include Direct Labor man-hours, individual craft, and hourly wage rate. Include verifiable labor burden (including craft fringes, FUI, SUI, and FICA) as a separate line item. Other Direct Costs detailed backup shall include rental and operator rates for rented or owned equipment, material trucking expenses, and other costs clearly identified and directly allocable to Subcontract performance shall be entered in column nine (Other Direct Costs) on the Subcontract Change Proposal form. Proposals or quotations shall be exclusive of State of South Carolina sales and use taxes.

Material and Labor costs shall be itemized by item description, quantity(s) for each item, unit price per item, and extended total price per item. The Supplier/Subcontractor shall provide copies of material supplier quote sheets, invoices, or purchase orders, as appropriate.

Lump sum cost estimates or price proposals shall be rejected and returned to the Supplier/Subcontractor for itemization as described above. Failure of the Supplier/Subcontractor to submit properly itemized cost estimates or price proposals shall not constitute an excusable delay and may result in DYNCORP INTERNATIONAL issuing a unilateral modification to perform the change.

- B. The equitable adjustment shall not include increased costs or time extension for delay resulting from the Supplier/Subcontractor's failure to provide notice or to diligently continue performance. No proposal from the Supplier/Subcontractor for an equitable adjustment shall be allowed if not asserted within time frames in this clause.

SP-26 **PRICING OF ADJUSTMENTS**

When costs are a factor in any determination of a Subcontract price adjustment pursuant to the Changes clause or other clause of this Subcontract, such costs shall be in accordance with the contract cost principles and procedures in Part 31 of the FAR as supplemented or modified by DEAR Part 931, in effect on the date of the Subcontract.

SP-27 **EXCUSABLE DELAYS AND STANDBY TIME**

If Supplier/Subcontractor's performance of this Subcontract is prevented or delayed by any unforeseeable cause, existing or future, which is beyond the reasonable control of the parties and without the fault or negligence of Supplier/Subcontractor, Supplier/Subcontractor shall within twenty-four (24) hours of the commencement of any such delay, give DYNCORP INTERNATIONAL written notice thereof and within seven (7) days of commencement of the delay, a written description of the anticipated impact of the delay on performance of the Work. Delays attributable to and within the control of the Supplier/Subcontractors's suppliers or lower-tier Supplier/Subcontractor of any tier shall be deemed delays within the control of the Supplier/Subcontractor. Within seven (7) days after the termination of any excused delay, Supplier/Subcontractor shall file a written notice with DYNCORP INTERNATIONAL specifying actual duration of the delay. Failure to give any of the above notices shall be sufficient ground for denial of an extension of time.

DYNCORP INTERNATIONAL shall pay costs for standby time to the Supplier/Subcontractor when resources specifically to be provided by DYNCORP INTERNATIONAL, Owner's Representative, or Owner under this Subcontract are delayed. This standby must exceed two hours per day and must result in a total stoppage of the Work. "Work-around" shall be attempted by the Supplier/Subcontractor to the maximum extent possible prior to standby. Two-hour delay on an infrequent basis shall be considered within the prepaid proposal price. Weather delays shall be planned according to historical documentation and will not be paid. Lost Workdays due to bad weather shall be anticipated on the prior day to avoid unnecessary mobilization. DYNCORP INTERNATIONAL must approve all weather-related suspensions of Work.

SP-28 **TRAVEL/ HOUSING**

Travel/Housing: The contractor shall keep complete and accurate records to support all invoices for travel and housing expenses under this contract.

Travel/Housing expenses incurred by the contractor shall be in accordance with the Standard Government Travel Regulations, Joint Travel Regulations, or the Federal Travel Regulation's in effect at the time of each trip, and not exceed the following:

(a) Travel must be directly related to and required for performance of this contract, and authorized in advance and in writing by the Contracting Officer's Representative (COR). In no event shall costs associated with employee commuting be reimbursable as a direct cost under this contract.

(b) Administrative support (coordination of travel arrangements, etc.) will be the responsibility of the Contractor.

(c) When local travel between the Contractor employee's regular place of performance and other locations is specifically authorized by the COR, transportation expenses shall be allowable costs under this contract. For the purposes of this clause, local travel means travel within a 50 mile radius of the Contractor employee's regular place of performance and does not include daily commuting or associated costs.

(d) For travel where use of a personal automobile has been specifically authorized by the COR, reimbursement shall be computed on the basis of actual miles traveled from starting point to destination. Other related miscellaneous expenses, such as tolls and parking fees, incurred in the performance of tasks authorized under this contract, will be reimbursed. Car rentals require advance approval by the COR and will be authorized only when consistent with good business practice. Allowable costs shall not exceed the actual cost of renting a compact automobile (a maximum of one for five Contractor personnel), unless extenuating circumstances (e.g., excess baggage) require other arrangements and subsequent COR approval is obtained.

(e) Cost of air travel by the most direct route. Air Coach and air tourist accommodations constitute the normal class or airfare that shall be utilized. First class airfare shall not be authorized or allowed under this contract.

(f) The Government will reimburse the Contractor for Contractor employee's travel time to or from other authorized work locations; except that for labor categories which are exempt from the Fair Labor Standards Act, a reimbursement will be allowed only for travel during the employee's regular working hours. The Contractor will not be reimbursed for time spent in stand down or temporary layovers for the convenience of the Contractor except as authorized by the Federal Travel Regulations.

(g) The Contractor shall be responsible for ensuring that all personnel who will be required to travel outside the United States have current and valid passports. The Contractor shall also be responsible for obtaining any visas required for travel to foreign countries under this contract. The Contractor shall make no direct labor charges for obtaining/maintaining passports and/or visas.

The above travel expense shall be reimbursed on actual cost basis in accordance with the Federal Travel Regulations, and in all cases the Government official specified in the delivery order shall approve all travel.

FINANCIAL

SP-29 **FEDERAL, STATE AND LOCAL TAXES**

Definitions

After-imposed Federal Tax as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the Subcontract date but whose exemption was later revoked or reduced during this Subcontract period, on the transactions or property covered by this Subcontract that the Supplier/Subcontractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the Award Date. It does not include social security tax or other employment taxes.

After-relieved Federal Tax as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this Award, but which the Supplier/Subcontractor is not required to pay or bear, or for which the Supplier/Subcontractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the Award Date.

Taxes and Duties as used in this clause, means any Federal, State, or local taxes and duties, in effect on the Award Date, that the taxing authority is imposing and collecting on the transactions or property covered by this Award.

Award Date as used in this clause means the date DYNCORP INTERNATIONAL has signed the acceptance portion of the Solicitation/Award for Design/Build Subcontract.

Pursuant to _____, DYNCORP INTERNATIONAL has been granted exemption from the _____, Local, and Use Taxes in accordance with the attached Exhibit 9, State of _____ Department of Revenue Tax Exemption Certificate # _____ dated _____.

This exemption has been exclusively granted to DYNCORP INTERNATIONAL and does not pass to its suppliers/Supplier/Subcontractors. DYNCORP INTERNATIONAL is not directly liable for Sales Tax related to this Subcontract.

Supplier/Supplier/Subcontractor shall not collect an increment for _____ or Use Tax from DYNCORP INTERNATIONAL for the materials and/or services provided under this Subcontract. It is the responsibility of each DYNCORP INTERNATIONAL supplier/Supplier/Subcontractor to independently apply to the State of _____ Department of Revenue for an exemption from the Sales Tax.

The Supplier/Supplier/Subcontractor shall apply for an exemption within thirty (30) days of being awarded a Subcontract by DYNCORP INTERNATIONAL. If granted the exemption by the state, the supplier/subcontractor shall supply DYNCORP INTERNATIONAL with a copy of their Exemption Certificate and exclude all State, Local, and Use Taxes from the total Subcontract price.

The awarded prices shall be increased by the amount of any after-imposed Federal Tax, provided Supplier/Subcontractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the Awarded price, as a contingency or reserve.

The awarded prices shall be decreased by the amount of any after-relieved Federal tax.

The awarded prices shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that Supplier/Subcontractor is required to pay or bear, or does not obtain a refund of, through Supplier/Subcontractor's fault, negligence, or failure to follow instructions of DYNCORP INTERNATIONAL.

No adjustment shall be made in the awarded prices under this clause unless the amount of the adjustment exceeds .05% of the original quoted price.

Supplier/Subcontractor shall promptly notify DYNCORP INTERNATIONAL of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the awarded prices and shall take appropriate action as directed by DYNCORP INTERNATIONAL.

The provisions of this clause shall be included in all lower-tier subcontracts with the lower-tier parties appropriately identified.

SP-30 SUPPLIER/SUBCONTRACTOR ACCOUNTING SYSTEM

The Supplier/Subcontractor shall employ an accounting system for this Subcontract to identify, record, and invoice costs on a Subcontract specific basis. Specific cost documentation for each Subcontract must be readily retrievable and sufficiently identifiable to enable cross-referencing with payment vouchers.

SECURITY

SP-31 SECURITY REQUIREMENTS

The Supplier/Subcontractor shall comply with all DYNCORP INTERNATIONAL or Owner security requirements specified in this clause or elsewhere in the Subcontract.

Neither the Supplier/Subcontractor nor any of its employees shall disclose or cause to be disseminated any information concerning the operations of DYNCORP INTERNATIONAL or Owner which could result in or increase the likelihood or the possibility of a breach of DYNCORP INTERNATIONAL or Owner's security or interrupt the continuity of its operations.

To the extent that the Work under this Subcontract requires that the Supplier/Subcontractor be given access to confidential or proprietary business, technical or financial information belonging to the Owner, DYNCORP INTERNATIONAL or other companies, the Supplier/Subcontractor shall, after receipt thereof, treat such information as confidential and agrees not to use such information for its own use or to disclose such information to other parties unless authorized in writing by DYNCORP INTERNATIONAL or the Owner in writing. The foregoing shall not apply to:

Information which, at the time of receipt by the Supplier/Subcontractor is public domain,

Information which is published after receipt thereof by the Supplier/Subcontractor or otherwise becomes part of the public domain through no fault of Supplier/Subcontractor,

Information which the Supplier/Subcontractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from DYNCORP INTERNATIONAL or the Owner,

Information which the Supplier/Subcontractor can demonstrate was received by it from a third party who did not require the Supplier/Subcontractor to hold in confidence.

The Supplier/Subcontractor shall obtain a written agreement, in a form satisfactory to DYNCORP INTERNATIONAL, of each employee permitted access, whereby the employee agrees not to discuss, divulge, or disclose any such information or data to any person or entity except those people within the Supplier/Subcontractor's organization directly connected with the performance of the Subcontract.

The Supplier/Subcontractor agrees, if requested by DYNCORP INTERNATIONAL or the Owner, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Supplier/Subcontractor under this Subcontract, and to supply a copy of such agreement to DYNCORP INTERNATIONAL. From time to time upon request of DYNCORP INTERNATIONAL, the Supplier/Subcontractor shall supply DYNCORP INTERNATIONAL with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Supplier/Subcontractor received such information.

The Supplier/Subcontractor agrees that upon request by the Owner or DYNCORP INTERNATIONAL, it will execute a DOE approved agreement, with any party whose facilities or proprietary data it is given access to or is furnished, restricting the use and disclosure of the data or the information obtained from the facilities. Upon request by DOE or DYNCORP INTERNATIONAL such an agreement shall also be signed by Supplier/Subcontractor personnel.

All inquiries, comments, or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this Subcontract, the resolution of which may require the dissemination of official information, will be directed to DYNCORP INTERNATIONAL.

Deviations from or violations of any of the provisions of this paragraph will subject the Supplier/Subcontractor to immediate termination for default.

SP-32 SUBCONTRACT PARTICIPATION BY FOREIGN NATIONALS

The Supplier/Subcontractor shall obtain the approval of DYNCORP INTERNATIONAL, in writing, prior to the employment of, or participation by, any foreign national in the performance of Work under this Subcontract or any lower-tier subcontract.

The Supplier/Subcontractor shall obtain the approval of DYNCORP INTERNATIONAL, in writing, prior to any visit to a DYNCORP INTERNATIONAL or Owner facility by any foreign national in connection with Work being performed under this Subcontract. Approval requests shall meet the time requirements established by _____, "Unclassified Visits and Assignments by Foreign Nationals."

QUALITY

SP-33 WORKMANSHIP AND MATERIALS

The Supplier/Subcontractor represents that all workmanship shall meet or exceed all industry standards and the supplies and components are new. Supplier/Subcontractor shall not use or provide used or recycled materials. The Supplier/Subcontractor shall not provide materials or equipment that contains material that is known to be suspect or counterfeit.

Where items are referred to in the specifications as "or equal", to any particular standard, DYNCORP INTERNATIONAL shall decide the question of equality.

If required elsewhere in this Subcontract, Supplier/Subcontractor shall submit for approval samples of, or test results on, any materials proposed to be incorporated into the Work before making any commitment for the purchase of such materials. Such approval shall not relieve Supplier/Subcontractor of its obligations hereunder.

All Work under this Subcontract shall be performed in a skillful and workmanlike manner. The Supplier/Subcontractor agrees to use only experienced, responsible and capable employees, to include lower-tier Supplier/Subcontractors, in the performance of the Work. DYNCORP INTERNATIONAL may require that the Supplier/Subcontractor remove from the job, employees to include lower-tier Supplier/Subcontractors, who endanger persons or property, or whose continued employment under this Subcontract is inconsistent with the interests of security or safety at the MOX Facility project site. The Supplier/Subcontractor shall supply resumes of key personnel as defined by Exhibit 10.

The provisions of this clause shall apply notwithstanding inspection, acceptance, or any other clause of this Subcontract, and shall not limit any other of DYNCORP INTERNATIONAL' rights and remedies.

In the event the Supplier/Subcontractor becomes aware of any latent defect(s) in any items furnished under this Subcontract, the Supplier/Subcontractor shall promptly notify the DYNCORP INTERNATIONAL PM or designee and Authorized User. This notice shall provide at a minimum the following information:

- Full Description of the item(s),
- Manufacturer, model and/or part number,
- Complete description of the latent defect,
- Impact of the defect on the operation of the item(s),
- Action(s) to be taken by DYNCORP INTERNATIONAL relative to return, re-fit, repair, etc.
- Date of Purchase by DYNCORP INTERNATIONAL or Authorized User,
- Applicable DYNCORP INTERNATIONAL or Authorized User Order Number.

SP-34 SUBCONTRACT DRAWINGS AND SPECIFICATIONS

DYNCORP INTERNATIONAL will provide to the Supplier/Subcontractor, without charge, one (1) set of Subcontract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by DYNCORP INTERNATIONAL.

The Supplier/Subcontractor shall:

- Check all drawings furnished immediately upon receipt
- Compare all drawings and verify the figures before laying out the work
- Promptly notify the SA of any discrepancies
- Be responsible for any errors that might have been avoided by complying with this paragraph
- Reproduce and print Subcontract drawings and specifications as needed.

In general –

- Large-scale drawings shall govern small-scale drawings
- The Supplier/Subcontractor shall follow figures marked on drawings in preference to scale measurements
- Omissions from the drawings or specifications or the mis-description of details of work that are manifestly necessary to carry out the intent of the drawing and specifications, or that are customarily performed, shall not relieve the Supplier/Subcontractor from performing such omitted or mis-described details of the work. The Supplier/Subcontractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

SP-35 COUNTERFEIT AND SUSPECT MATERIALS

The Supplier/Subcontractor shall perform receiving inspections to verify that visually distinguishable characteristics of items received, installed, or used in the installation of materials conform to requirements established elsewhere in this Subcontract, but primarily in drawings, specifications, and other design documents. DYNCORP INTERNATIONAL nor Owner permits suspect or counterfeit items to be present within the boundaries of its facilities and confiscates suspect or counterfeit items when they are discovered. Those materials considered counterfeit or suspect are identified within Exhibit 3, of this section. Consequently, the following Supplier/Subcontractor precautions are strongly recommended:

Include the substance of this article in all purchasing agreements, lower-tier subcontracts, and rental or leasing agreements.

Ensure adequate controls are in place to prevent delivery of suspect or counterfeit items to the site. (Note: The Supplier/Subcontractor certifies these controls are in place by completing the "Suspect/Counterfeit Parts Representation" which was provided in the solicitation for this Subcontract.)

Inspect Supplier/Subcontractor-owned, rented, or leased equipment to confirm fasteners installed in the equipment are not marked with the suspect head-marks according to the exhibit entitled "Counterfeit/Suspect Materials."

If suspect or counterfeit items are discovered during receiving or installation, the Supplier/Subcontractor shall immediately segregate or tag the items to prevent further use and notify DYNCORP INTERNATIONAL. DYNCORP INTERNATIONAL will impound all suspect and counterfeit items, notify appropriate authorities of DYNCORP INTERNATIONAL, and retain custody of the items. The items will not be returned to the Supplier/Subcontractor, and the Supplier/Subcontractor will be required to pay the cost of replacing suspect or counterfeit items provided..

ENVIRONMENTAL

SP-36 PROVISION FOR ANY MATERIAL SUPPLIED TO DYNCORP INTERNATIONAL

Material Safety Data Sheets used to comply with OSHA's *Hazard Communication Standard 29 CFR 1910.1200* must be forwarded with the shipment of this material. The product trade name on the Material Safety Data Sheet must match the name that appears on the product labels.

Notify the SA immediately if any of the part numbers shown on this purchase order have been revised, superseded or otherwise changed. The suppliers shall not substitute other items for items requested without the written approval of the SA prior to shipment.

SP-37 LEGAL HOLIDAYS

For informational purposes, the following legal holidays are observed for Work performed on Owner sites for the calendar year:

New Years Day,
Memorial Day,
Independence Day,
Labor Day,
Thanksgiving Day, and
Christmas (Day).

NOTE: These holidays are subject to change. Supplier/Subcontractor will be notified of any change as soon as DYNCORP INTERNATIONAL is notified.

SP-38 HOURS OF WORK

The normal hours of work on Owner sites (unless otherwise stated) are from 7 A.M. to 4 P.M., Monday through Friday, excluding holidays. Access to work sites may be restricted to these hours and days. For work during other than normal hours of work, the Supplier/Subcontractor shall submit, in writing, for DYNCORP INTERNATIONAL approval, a notice of any period of scheduled work at times other than the normal hours of work specified above. This notice shall be submitted no less than five (5) work-days prior to each period of work scheduled at times other than normal hours of work including Federal holidays.

SP-39 ENVIRONMENT, SAFETY, AND HEALTH PROTECTION (For on-site activities)

Supplier/Subcontractor shall perform this Subcontract in a manner that ensures adequate protection for workers, the public, and the environment, and shall be accountable for actions of itself and its lower-tier Supplier/Subcontractors, agents and employees. Supplier/Subcontractor shall exercise a degree of care commensurate with the Work and the associated hazards. Supplier/Subcontractor shall ensure that management of environment, safety and health (ES&H) functions and activities is an integral and visible part of Supplier/Subcontractor's Work planning and execution process. In the event that Supplier/Subcontractor fails to comply with this Subcontract, DYNCORP INTERNATIONAL may, without prejudice to any other legal or contractual rights, issue an order stopping all or part of the Work; thereafter a start order for resumption of Work may be issued at DYNCORP INTERNATIONAL's discretion. Supplier/Subcontractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such Work stoppage.

If Supplier/Subcontractor is performing any of the Work onsite which is defined as at DYNCORP INTERNATIONAL or any other DOE or DYNCORP INTERNATIONAL owned or leased facility, Supplier/Subcontractor shall comply with the DYNCORP INTERNATIONAL Safety, Health, and Environment Requirements.

Supplier/Subcontractor shall include this clause in all of its Subcontracts, at any tier, involving the performance of this Agreement. However, such provision in the Subcontracts shall not relieve Supplier/Subcontractor of its obligation to assure compliance with the provisions of this clause for all aspects of the Work.