SECTION A

Request for Proposal (RFP)/Award

For

500 MAN CAMP SITE PREPARATION
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-050906-001	05 SEP, 2006	APP-001

4. For Solicitation Information Contact:	5. Type Of Subcontract:	6. Proposal Due Date/Local Time:
Phone: +93 (0) 798 264 182 Email: cosbyl1@yahoo.com	☒ Services	20 SEP, 2006 1700

7. Issued By:	8. Ship To/Invoice to:	9. FOB Point:
DynCorp International LLC CIVPOL – Site 2 Share-e-now Abu Raihani Beroni Street, Kabul, Afghanistan	DynCorp International LLC Attn: Finance Manager CIVPOL – Site 2 Share-e-now Abu Raihani Beroni Street, Kabul, Afghanistan	☐ Origin ☒ Destination See Exhibit B – Price Schedule

THIS SUBCONTRACT IS A ☐ FIRM FIXED UNIT ☒ FIRM FIXED PRICE ☐ OTHER NOT-TO-EXCEED

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			Attachments
* Pre-Award		*Post-Award	

11. Subcontractor:	12. Discount Terms:	13. Business Size Classification:
Name: Address: Point of Contact: Phone: Fax: Email	Net Forty Five (45) Days	☐ Large ☐ Small ☐ SDB ☐ HUBZone ☐ Veteran Owned ☐ Veteran Disabled ☐ 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-050906-001

Note to Offerors:

Notice to Offerors **RFP Number: APP-050906-001** **Date Issued: 05/09/06**	**Proposal Due Date: 20/09/06 – 5:00pm** **Questions due in writing / email no later than 17/09/06 4:00 p.m.**
Buyer: LOU COSBY Telephone: 93 (0) 798 264 182 Email: cosbyl1@yahoo.com	**Alternate POC: W. Stephen Walter,** Telephone: 0798-235-948 Email: Stephen.walter@dyncorp-global.com

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 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** (See Page 9), in this RFP, 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 6 of 6 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.

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

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

F. Section D, Exhibit B – Price 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 or email no later than the due date. 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. Original signed documents should be provided to Mr. Louis Cosby, Contract Manager, Site 2 – Pink House, Kabul, Afghanistan. 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 – 050906-001

RFP Due Date/Time: 20 SEP 2006 Local Time: 1700

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 DYNCORP INTERNATIONAL 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.

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 INTERNATIONALI may conduct discussions/negotiations with Offeror if it is determined to be in DYNCORP INTERNATIONAL's and Owner's best interest. The following shall be used to evaluate and rate offers:

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. The following factors shall be used to evaluate offers:

A. TECHNICAL PROPOSAL FACTOR

-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 #9 Proposal Volumes listed below regarding additional requirements for Offeror's Technical Proposal.

- 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 perimeter wall works, main site grading, obstruction removal to formation level, and fuel tank replacement for the 500 Man Camp.

- The Offeror shall have in place sufficient capability to provide required services. The Offeror shall provide details of its capabilities including how it intends to use its facilities/resources to meet the requirements for the project as set forth in the SOW.

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
- Satisfactory record of performance
- Satisfactory record of integrity and business ethics
- Necessary organization, experience, accounting and operational controls and technical skills
- Necessary production, technical equipment and facilities

DI will evaluate the Technical factor 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. **To assist in this determination, a letter with a Past Performance Questionnaire is attached to this solicitation which should be sent to these customer references for expeditious return to DI. Receiving these past performance recommendations from previous contractor sources will assist the Technical Evaluation Team with grading proposals.**

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.

NOTE: 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, DYNCORP INTERNATIONAL 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 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, Microsoft Office compatible format.

Offeror's Volume I - Technical Proposal shall include:

- Proposal Narrative: Must include all information required by the statement of work.
- 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.

Offeror's Volume II - Price Proposal shall include:

- Solicitation form
- Price Schedule of Services per the BOQ
- 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 DYNCORP 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.

End of Proposal Instructions

Attachments: Terms and Conditions Certification

TERMS AND CONDITIONS CERTIFICATION

Offeror certifies that he/she has examined all DI's terms and conditions incorporated and made a part of this solicitation and that offeror accepts all terms and conditions herein except for technical exceptions made a part of the offeror's technical proposal and/or other exceptions to DI's terms and conditions as indicated below.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

AUTHORIZED SIGNATURE:

_____ _____

Signature **Date**

_____

Name

_____

Title

_____

Company

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

☒ **Boxes Checked by DYNCORP INTERNATIONAL are applicable to this acquisition**

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) <u>RESTRICTION ON CERTAIN FOREIGN PURCHASES (FAR 52.225—13, DEC 2003)</u>

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 ell 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 that $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

☐ **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

Facsimile Number

Email Address

SECTION D -Subcontract- Including Terms and Conditions

Exhibit A – Statement/Scope of Work

Exhibit B – Pricing Schedule

Exhibit C – Subcontract Proposal

Exhibit D – Clauses & Special Provisions

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

SUBCONTRACT

NO. _____

Between

DynCorp International LLC

and

Section D

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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 A) attached hereto, for the labor, facilities, equipment, materials, supplies, and services necessary to accomplish 1) THE PERIMETER WALL WORKS, 2) MAIN SITE GRADING, and 3) FUEL TANK REPLACEMENT 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 Civilian Police (CIVPOL) 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 A, B, C, and D listed below:

EXHIBIT A: Statement/Scope of Work (WITH ATTACHED DRAWINGS, SPECIFICATIONS)

EXHIBIT B: Pricing Schedule/BOQ

EXHIBIT C: Subcontractor Proposal

EXHIBIT D: Prime Contract Flow Downs and Special Provisions

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 A - Statement of Work and attached Specifications and Drawings
Exhibit B - Pricing Schedule/BOQ
Exhibit C - Subcontractor's Proposal
Exhibit D - 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.

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)~~$1,000.00 (one thousand)~~

~~CLIN 0002 in the amount of $1,000.00 (one thousand)~~

~~CLIN 0003 in the amount of $1,000.00 (one thousand)~~

~~$5,000.00 (five thousand)~~

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:

Stan Burton, Business Manager, Afghanistan
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 B).

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 A) 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**
Business Manager – Stan Burton
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, Sr. 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

20.1 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.

20.2 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.

20.3 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.

20.4 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's 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 of 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

The parties shall use the following procedures as a condition precedent to either party pursing other available remedies:

A. The parties agree to make a good faith effort to mutually resolve any dispute as quickly as practicable.

B. If, however, the parties have not so resolved the dispute, the parties' representatives shall submit the dispute to one of their senior-level executives (including Presidents, Executive Vice Presidents, Senior Vice Presidents, and Chief Financial Officers) for review and simultaneously notify the other party in writing thereof. A meeting shall be held within ten (10) business days after such notice of submission attended by such senior-level executives of the parties and any necessary representatives to attempt in good faith to negotiate a resolution of the dispute.

C. Either party may exercise its right to pursue any remedy available by U. S. Law at any time.

ARTICLE 24
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 25
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 26
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 27
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 28

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 29
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 30
GENERAL TERMS AND CONDITIONS

Applicable Law. Irrespective of the place of performance, this Agreement will be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, Boards of Contract Appeals, and quasi-judicial agencies of the federal government. To the extent that the federal common law of government contracts is not dispositive, the laws of the Commonwealth of Virginia shall apply, irrespective of its choice of law rules

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.

Assignment/Subcontracting. Subcontractor shall not assign this Subcontract, or any rights, interest, or payments, or the performance of any of its duties under this Subcontract without the prior written consent of Buyer, provided, however, that such consent shall not be required with respect to Subcontractor's assignment of its rights to any payments or claims in connection with financing arrangements between Subcontractor and a financial institution. Except for standard commercial items, raw materials, or other supplies identified in Subcontractor's proposal as procured from others, Subcontractor shall not subcontract the complete or any substantial portion of the work without the prior written consent of Buyer. Any attempted or purported assignment/subcontracting by Subcontractor without Buyer's prior written consent in violation of the terms of this paragraph shall be void and not binding upon Buyer.

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.

Warranty of Supplies/Services. Subcontractor warrants that all supplies/services furnished under this Subcontract shall conform to the Buyer's specifications or other description and will be of good material and workmanship and free of defects. Subcontractor further warrants that the supplies/services will meet Subcontractor's published specifications and standards, will be new (not used or reconditioned), merchantable and suitable for the purpose intended. These warranties shall survive inspection, acceptance, and payment. Supplies/services that do not conform to the above warranties may, at any time one (1) year after delivery to Buyer, be rejected and returned to Subcontractor, at Subcontractor's expense, for correction or replacement. If Subcontractor does not correct or replace same within ten (10) business days of Subcontractor's receipt of Buyer's rejection, Buyer may correct or replace the nonconforming supplies/services at Subcontractor's expense. The forgoing warranties are in addition to all other warranties expressed or implied by law including incidental or consequential damages.

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.

Changes. By written modification, Buyer may, from time to time, order work suspension or make changes in specifications to services furnished by Subcontractor. If any such change causes an increase or decrease in the price of this Subcontract or in the time required for its performance, Subcontractor shall promptly notify Buyer thereof and submit its proposal for adjustment within 20 business days after the change is made. However, nothing in this provision shall excuse Subcontractor from proceeding immediately with the modification as changed. Whether made pursuant to this provision or by mutual agreement, changes shall not be binding upon Buyer except when specifically confirmed in writing by Buyer. Information, advice, approvals, or instructions given by Buyer's technical personnel or other representative shall be deemed expressions of personal opinions only and shall not affect Buyer's and Subcontractor's rights and obligations hereunder unless set forth in writing and signed by Buyer's authorized representative and which expressly states that it constitutes an amendment or change to this Subcontract

Disputes

Subcontractor shall submit any claims for adjustment in the Subcontract for changes directed or required by the Government or additional costs that result from acts or omission of the Government in writing in such time so that Buyer shall have a reasonable amount of time to review the claims and submit it to the Government, all as the Prime Contract may require to permit Buyer to comply with the applicable provisions of the Prime Contract with respect to submission of claims by Buyer to Government. Buyer shall process such claims as projected in the Prime Contract. Subcontract adjustments shall be made only to the extent that Buyer obtains adjustments from the Government, and the amount of the Subcontract adjustment shall be equal to and not exceed Subcontractor’s allocable share of the adjustment to the Prime Contract by the Government. Nothing in this article shall be deemed to permit or allow the Subcontractor to take direction from the Government without Buyer’s prior consent, nor shall it be deemed to create any privities between Subcontractor and the Government.

Any disputes arising out of or relating to this Subcontract and which are not covered by the preceding paragraph and are not resolved after a mutual, good faith effort shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules in force at the time the dispute arises, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Notwithstanding any claim, dispute or other matter in question, Subcontractor shall continue to perform Subcontract Work, and Buyer shall continue to make payments due for all sums that are not in dispute.

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.

Public Release of Information. No public release of information, news release, announcement, advertisement, denial or confirmation of this Subcontract or the subject matter hereof, shall be made without Buyer's prior written approval; provided, however, that Buyer's approval shall not be required for release of information necessary to the performance of Subcontractor's duties hereunder, to support Subcontractor's application for financing, or to Subcontractor's attorneys or accountants.

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.

Certificate of Insurance. The Subcontractor shall furnish the Buyer with a current certificate of insurance as evidence of the insurance required. In addition, the Subcontractor shall furnish evidence of a commitment by the insurance carrier to notify the Buyer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) calendar days before such change, expiration or cancellation is effective. When coverage is provided by self-insurance, the Subcontractor shall not change or decrease the coverage without the Buyer's approval.

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 A

STATEMENT OF WORK -- SIX PAGES -- ATTACHED

SPECIFICATIONS AND DRAWINGS (18) ATTACHED (WITH DRAWING REGISTER)

Exhibit B

Provide pricing for Perimeter Wall Works, Site Grading to Formation Level, and Fuel Tank Replacement at 500 man Camp Site in Kabul, Afghanistan under the DynCorp CIVPOL Program. The following Pricing MUST be completed and submitted with your proposal.

Price Schedule

Contractor: _____

Address: _____

_____

Pricing POC: _____

Complete all work related to PERIMETER WALL , GUARD TOWERS AND SALLY PORT BUILDINGS .

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
0001	Labor & Material To Accomplish Site Preparation, Grading, Perimeter Wall Works, Fuel Tank Replacement and other work per the Exhibit A SOW and Attachments thereto	1	Lot	$_____	$_____
~~0002~~	~~Main site grading, obstruction Removal to formation level per SOW~~	~~1~~		~~$_____~~	~~$_____~~
~~0003~~	~~Fuel Tank Replacement~~	~~1~~		~~$_____~~	~~$_____~~

RFP APP-050906-001~~XXXXX~~ **Total $**

EXHIBIT C

SUBCONTRACTOR PROPOSAL

Insert Proposal Here

~~**IS THERE A BOQ?**~~

NOTE: NO MOBILIZATION ~~PAYMENT~~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!

COMPLETE THE BILL OF QUANTITIES ATTACHED

EXHIBIT D

PRIME CONTRACT FLOW-DOWN CLAUSES & SPECIAL PROVISIONS

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.

EXHIBIT D, SECTION A – PRIME CONTRACT FLOW DOWNS

CLAUSES INCORPORATED BY REFERENCE

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

SOURCE	TITLE AND DATE
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)
52.236-1	PERFORMANCE OF WORK BY THE CONTRACTOR (Apr 1984)
52.236-2	DIFFERING SITE CONDITIONS (Apr 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (Apr 1984)
52.236.5.2	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (Apr 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (Apr 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (Apr 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETIONT (Apr 1984)
52.236-12	CLEANING UP (Apr 1984)
52.236-13	ACCIDENT PREVENTION (Nov 1991)
52.236-26	PRECONSTRUCTION CONFERENCE (Feb 1995)
52.236-27	SITE VISIT (CONSTRUCTION) (Feb 1995)
52.236-28	PREPARATION OF PROPOSALS - CONSTRUCTION (Oct 1997)
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 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero dollars or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each effected contract; and

(4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifty (50) ~~*[insert the appropriate number in words followed by numerals in parentheses]*~~ percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

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 non-developmental 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

EXHIBIT D, 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/NA***

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/NA***

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 1of 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 ≤ to 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 of supplies to which this Subcontract will be applicable at the unit price specified. The DYNCORP INTERNATIONAL PM or Sr. Purchasing Agent may exercise the option by written notice to the subcontractor within thirty (30) days provided DYNCORP INTERNATIONAL gives the Subcontractor a preliminary written notice of its intent to extend at least sixty (60) days before the Subcontract expires. The preliminary notice does not commit DYNCORP INTERNATIONAL to an extension. Delivery of the added items shall continue at the same rate as the like items called for under the Subcontractor, 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 preformed 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 in 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'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***

RESERVED

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/NA***

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.