



**APPLICABLE TO BASE SUPPORT FOR COUNTER TERRORISM – SPECIAL
OPERATIONS TRAINING FACILITY, BAGHDAD IRAQ**

**Standard Terms and Conditions for Solicitations and Contracts in Excess of \$5,000
APPENDIX A**

Solicitation Terms and Conditions

1. **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Contracting Officer reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Contracting Officer may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Contracting Officer must exercise the post-acceptance rights:
 - a. Within a reasonable time after the defect was discovered or should have been discovered, and
 - b. Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
2. **Assignment.** The Contractor shall not assign, transfer, or make any other disposition of this Contract, or any part thereof, without the prior written consent of the Contracting Officer.
3. **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
4. **Disputes.** This contract is not subject to the Contract Disputes Act of 1978, as amended (41 U.S. Code, Sections 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the United States Federal Acquisition Regulation Clause 52.233-1, Disputes, which is incorporated herein by reference except that appeals from final decisions of a Contracting Officer may only be appealed to the U.S. Armed Services Board of Contract Appeals (ASBCA). The decision of the ASBCA shall be final. The contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
5. **Excusable Delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Governmental activity in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
6. **Invoice.** The Contractor shall submit an original invoice and three copies (or electronic invoice if authorized) to the address designated in the contract to receive invoices. The invoice must include:
 - a. Name and address of the Contractor.
 - b. Invoice date and number.
 - c. Contract number, contract line item number, and, if applicable, the order number.
 - d. Description, quantity, unit of measure, unit price, and extended price of the items delivered.
 - e. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on a bill of lading.
 - f. Terms of any discount for prompt payment offered.
 - g. Name, title, and phone number of person to notify in event of defective notice.



7. **Patent Indemnity.** The Contractor shall indemnify the Government agency involved in this contract and its officers, employees, and agents against liability, including costs, for actual or alleged direct or indirect contributory infringement of, or inducement to infringe, any patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

8. **Payment.** Payment shall be made for items accepted by the Contracting Officer that have been delivered to the delivery destinations set forth in this contract. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronics fund transfer payment is made.

9. **Risk of Loss.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pay to the Contracting Officer upon:

- a. Delivery of the supplies to a carrier, if transportation is f.o.b. origin.
- b. Delivery of the supplies to the Contracting Officer or a representative at a destination specified in the contract, if transportation is f.o.b. destination.

10. **Taxes.** The contract price includes all applicable taxes and duties.

11. **Termination for Convenience.** The Contracting Officer reserves the right to terminate this contract, or any part hereof, for the sole convenience of the Government activity. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Contracting Officer using its standard record keeping system, have resulted from the termination. The Contracting Officer, upon reasonable advanced notice, may inspect the financial records relating to this Contract including the amounts paid to subcontractors and the locations where any portion of the Contractor's performance occurs. The Contracting Officer may review the Contractor's financial statements upon request.

12. **Termination for Cause.** The Contracting Officer may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Contracting Officer, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government agency shall not be liable to the Contractor for any amount of supplies or services not accepted, and the Contractor shall be liable for any and all rights and remedies provided by law. If it is determined that the Contracting Officer improperly terminated this contract for cause, such termination shall be deemed a termination for convenience.

13. **Title.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government agency upon acceptance, regardless of when or where the Government agency takes physical possession.

14. **Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

15. **Immunities.** Except as provided in this contract, the Government of Iraq or its agents, including the CPA or other governmental agencies, have not waived any of their privileges or immunities.

16. **Legal Status.** The Contractor is an independent contractor. The Contractor's employees will not be considered government employees for any purpose. The Contractor is solely responsible for compensation agreements with employees.

17. **Contractor's Responsibility for Employees.** The Contractor is responsible for the professional and technical competence of its employees and will select reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct. The Contracting Officer may require that the Contractor remove from the job employees who endanger persons or property, or whose continued employment under this contract is inconsistent with the interest of military security.

18. **Subcontracting.** Except as authorized in this contract, the Contractor may not subcontract any portion of the performance of this Contract to another without the prior written consent of the Contracting Officer. The terms of any subcontract will be subject to and conform with the provisions of this Contract.

19. **Indemnification.** The Contractor shall defend, indemnify, and hold harmless all government entities involved in this contract, together with the entities' officers, agents, and employees from and against all suits, claims, or liabilities of any kind arising out of acts or omissions of the Contractor, its employees, or the Contractor's subcontractors.

20. **Insurance.** The Contractor represents and warrants that it shall maintain appropriate insurance including general commercial liability and workers compensation coverage in an adequate amount to cover third parties claims arising from or in connection with this Contract. Upon request, the Contractor will provide satisfactory evidence of the insurance required under this article.

21. **Use of Names and Symbols.** Except as required by this Contract, the Contractor will not advertise or otherwise makes public the fact that it is a contractor to the governmental entity in this Contract, nor will the Contractor use the name or emblem of the governmental entity for commercial purposes.

22. **Limitation of Liability.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the governmental entity for consequential damages resulting from any defect or deficiencies in accepted items.

23. **Inconsistency between English Version and Translation of Contract.** In the event of inconsistency between any terms of this contract and any transaction into another language, the English language meaning shall control.

24. **Correspondence in English.** The Contractor shall ensure that all contract correspondence that is addressed to the governmental entity awarding this contract is submitted in English or with an English translation.

25. **Conflicts of Interest.** The Contractor warrants that no governmental official has received or will be offered by the Contractor any direct or indirect benefit in connection with or arising from the award of this contract. The Contractor agrees that any breach of this provision is a breach of an essential term of this Contract.

26. **Order of Precedence (except for Construction Contracts).** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- a. The schedule of supplies/services.
- b. The Assignments, Disputes, Payments, Invoice, Other Compliances clauses of this contract.
- c. Addenda to this solicitation or contract, including any license agreements for computer software.

- d. Solicitation provisions (if this is a solicitation)
- e. The other standard clauses in this contract.
- f. Other documents, exhibits, and attachments.
- g. The statement of objectives (the narrative description of the work)

27. Other Compliances. The Contractor shall comply with all applicable laws, rules, and regulations applicable to its performance under this contract.

28. Source of Funds. The obligation under this contract is made with Iraqi Funds, as defined in CPA Memorandum Number 4, dated 19 August 2003. No funds, appropriated or other, of any Coalition country are or will be obligated under this contract.

29. Option to Extend the Term of the Contract.

a. The governmental entity awarding this contract may extend the term of this contract by written notice to the Contractor within 15 days prior to the end of the term of the contract, or the end of any option period previously exercised under the contract; provided that the Government entity gives the Contractor a preliminary written notice of its intent to extend at least 15 before the contract period (including option periods exercised) expires. The preliminary notice does not commit the governmental entity to an extension. If the Government exercises this option, the extended contract shall be considered to include this clause.

b. At the end of the contract period, or at the end of the final option period under this contract, whichever is later, if the governmental entity requires continued performance of services within the limits and at the rates specified in the contract, the governmental entity may extend the period of performance under this contract for an additional period not to exceed six months, by giving written notice to the Contractor at least 15 days before the end of the contract period or the end of the final option period exercised, whichever is later.

APPENDIX B
STATEMENT OF WORK (SOW)
BASE SUPPORT
COUNTER TERRORISM - SPECIAL OPERATIONS
TRAINING FACILITY

12 MAY 2004

Ministry of Interior
Coalition Provisional Activity

1.0 SCOPE

2.0 APPLICABLE DOCUMENTS

3.0 REQUIREMENTS

3.1 BASE SUPPORT

3.2 PERSONNEL STAFFING AND ADMINISTRATION

3.3 WAREHOUSE OPERATIONS

3.4 CIF OPERATIONS

3.5 DINING FACILITY OPERATIONS

3.6 LAUNDRY SERVICES

3.7 BARBER SERVICES

3.8 MEDICAL SERVICES

3.9 BILLETING MANAGEMENT

3.10 FORCE PROTECTION AND ANTI-TERRORISM

3.11 TURNKEY OPERATIONS

3.12 TRAINING SUPPORT

3.13 RANGE SUPPORT

3.14 EQUIPMENT

3.15 PRICED OPTIONS

3.16 REPORTS

1.0 SCOPE. This Statement of Work satisfies the Government's requirements while allowing the contractor the freedom to support an operation based on his extensive past experience. The contractor shall support a tent camp days with full life support for the stated contract period of performance. Due to the urgency of this requirement heavy reliance on contractor experience is required. Speed of delivery is essential for this contract. Base Support must be in place no later than 14 May 2004. This date is not negotiable, however, critical functions may be phased in from 14 May to 28 May 2004. The contractor will determine and propose the initial critical functions to stand up. Technical approach and past performance are important in deciding the successful offeror but schedule is the most important. The Government objective is the full support of a bare base facility for 120 days, transitioning to semi-permanent, then permanent facilities.

1.1 BACKGROUND. The Coalition Provisional Authority Ministry of Interior Counter-terrorism and Special Operations Division has a requirement for service support and logistics for Base Support in Baghdad, Iraq. The work will include base operations, logistical/administrative services and equipment procurement to support an extensive training program to train and qualify members of the Iraqi Police Service Counter-Terrorism and Special Operations Division (CTSO). The support services include maintenance, logistical/administrative support, and procurement of supplies/equipment.

1.2 LOCATION. Base support will be Baghdad, Iraq located near the Baghdad International Airport (BIAP).

1.3 PURPOSE OF THE FACILITY. The CTSO program is designed to provide a variety of training to participants in the Iraqi Police Service (IPS). The CPA, and the follow on Iraqi Government expects to train police personnel in crisis response team (CRT), explosive ordnance disposal (EOD), and a range of other disciplines including investigations, crisis management and forensics. The tent camp will house 225 students in training, government provided generators and tents. The contractor must provide shower and latrine units, dining services fully equipped and all other services required to support 225 students, 50 trainers and 150 force protection personnel and 50 cadre and administrative staff. The life support contractor will be required to provide services for his own personnel. Tents will be provided.

1.4 EXPECTED STUDENT AND FACULTY POPULATION. 225 students. 150 force protection personnel, 50 instructors and 50 cadre and administrative staff.

1.4 CONTRACT TYPE. The proposed contract will be cost reimbursement.

2.0 APPLICABLE DOCUMENTS. None cited.

3.0 REQUIREMENTS

3.1 BASE SUPPORT.

3.1.1 GENERAL. The contractor should propose a turn-key and fast track effort to provide all logistical services and equipment to ensure the effective and safe operation of the training facility and all required support functions. The contractor shall provide the necessary management and staff personnel to perform the services for the day-to-day operations of the facility on a 24 hour/7 days a week schedule. The contractor shall procure and provide all equipment he identifies as necessary to accomplish the program objectives. The Government will provide force protection measures for the facility, but will not provide force protection for contractor travel outside of the facility. The Contractor is responsible for the delivery of all equipment to the facility and any security measures associated with transportation to the site. The Government will provide force protection for the safe transportation

of contract personnel from the Baghdad International Airport to the training facility. Contractor travel in the local area will be coordinated with facility Government staff.

3.2 PERSONNEL, STAFFING AND ADMINISTRATION.

3.2.1 PERSONNEL MANAGEMENT AND STAFFING. The contractor will follow a staffing and management plan for facility operations. Staffing of the facility should be with personnel who are considered low security risks. The contractor should consider management staff that is extremely reliable. The contractor should follow a solid vetting process to ensure the reliability of employees. Contract employees in significant management positions will require Government approval after the initial contractor vetting.

3.2.2 ADMINISTRATIVE. The contractor will propose full support for administrative functions such as travel and lodging service, data support services (photocopying, faxing and administrative/secretarial support), mail service and check cashing. The contractor should plan for supporting student population management including inprocessing/out processing. The contractor will be required to equip administrative offices with appropriate equipment including copying machines. The plan should include preparation and issuance of certificates of graduation and coordinating graduation activities. Interpreters will be required to support the facility. The current estimate for interpreters is for approximately 15. The contractor should address his personnel, staffing and administration support in his Statement of Work. The CTSO training facility provides specialized training to members of the police force. The quality of support at the camp, including administrative should be exceptional.

3.2.3. LOCAL HIRING. The contractor shall hire, train and employ Iraqis. The contractor should consider plans that include employment of Iraqis and the training of personnel to support the Government's primary objective of rebuilding Iraq. The contractor should consider the labor rates of the local economy and should rely heavily on local labor for a variety of tasks. The requirement for ensuring personnel reliability remains primarily with the contractor, but the Government reserves the final decision when required.

3.3 WAREHOUSE OPERATIONS

The contractor shall follow a plan for the receipt and shipment of materials in support of the CTSO facility; this includes the management and handling of ammunition and explosives. The contractor should have knowledge of requirements for the receipt, storage, handling and issue of hazardous materials. The contractor will be responsible for coordinating the shipment of hazardous materials from various countries, including the United States, to the receipt facility located on or near the CTSO training facility. The contractor will have responsibility to maintain accurate shipping records, shipping status and property control methods. The contractor should be capable of, and demonstrate in his SOW procedures for property control. The contractor should anticipate ordering supplies on behalf of the facility, funded by the Government, and should include in his proposal procedures for ordering.

3.4 CIF OPERATIONS. The contractor should follow a plan for operating a Central Issue type Facility to support students and faculty. The initial stockage of items is provided as Government Furnished Material. The contractor should plan on maintaining 25% of the initial issue stockage for issue and should plan for procedures to notify Government ordering officials to maintain appropriate lead times for ordering. The contractor will be required to order items of OCIE and should plan an OCIE budget based on typical SWAT team equipment.. The contractor shall use of the local economy for items that can be procured locally. The Government objective is to have sufficient quantities of equipment on hand at all times to support operations.

3.5 DINING FACILITY OPERATION

The contractor should operate a plan for dining facility to support the camp population. A late meal shall be available to force protection personnel. The contractor shall provide meals in the field environment when tasked. Bottled water shall be available for all personnel and shall be included as part of the cost of each meal. Dining hours are 0600-0800 for breakfast; 1100-1300 for lunch; 1700-1900 for dinner and a late night meal at 2300-0100. Dining hours may be adjusted based on staff requirements. The contractor may plan for 75% of the population for

breakfast; 100 to 110% of the population for lunch and 90% of the population for dinner. Meals should be provided at no charge to students and faculty. The late night meal should be cold food (no cooking) and is intended primarily for the guard force. The contractor should estimate 20% of the population will use the late night meal.

3.6 LAUNDRY SERVICES

The contractor shall execute a laundry management plan, this may include self service laundry facilities provided where designated by the contractor. Laundry supplies shall be made available to all personnel participating in the training program or force protection. Laundry service, whether provided as a service by the contractor, or provided as self service, should be at no cost to staff or students. Laundry service will be available to all instructional, force protection, resident facility staff and participants attending training or residing in the facility on a 24 hour basis for self service, and on a scheduled basis for contractor provided service. The laundry facility is provided as Government furnished. Laundry services should include a sewing/repair capability at no cost to students or staff. The contractor should consider local labor rates when pricing his offer.

3.7 BARBER SERVICES. The contractor shall provide for barber services provided free to students and faculty. The contractor should consider local labor rates in his plan.

3.8 MEDICAL SERVICES

The contractor shall execute a plan for the establishment of a medical aid facility capable of servicing the populations listed in paragraph 1. The medical aid services will be provided at no cost to staff and students. The plan should include 24 hour services and a capability to stabilize trauma and life threatening injuries. The plan should consider mass casualty incidents. The contractor should explain the capabilities and staffing of the medical clinic in his statement of work in sufficient detail to meet expected requirements of the training facility. The contractor should consider local Iraqi labor for medical specialists. The contractor should consider the level and intensity of training provided by the facility are high risk and the potential for serious injuries exists daily. The plan should include routine medical care such as daily sick call, a dispensary, and staff capable of maintaining the health of students and staff. The contractor should consider staffing availability, and labor rates of the local economy when developing his proposal. The contractor should assume that there will be some offsite training which will require ambulance and medical support and consider this when developing his plan. The stockage and maintenance of medical supplies is the contractor's responsibility and he should demonstrate in his plan an understanding of the requirements to operate and maintain a medical clinic. Dental services are required. The medical facility will be provided as a tent, the contractor may propose a semi-permanent trailer facility if time allows for emplacement.

3.9 BILLETING MANAGEMENT.

The facility will be primarily tents. There is one permanent structure on the site scheduled for rehabilitation. The contractor will be expected to manage billeting spaces for the tents and assign billeting to students, staff, force protection and all other camp personnel. Sufficient tents are provided. The contractor will maintain control of all billeting assignments. The contractor is responsible for the servicing and maintenance of all tentage, including providing linens and bedding material. Linens and bedding material are not government furnished.

3.10 FORCE PROTECTION AND ANTI-TERRORISM.

The contractor shall provide equipment for security of his own personnel. Base security will be provided as Government Furnished Services. The Contractor will work closely with force protection personnel to identify security equipment. In the event the facility requires anti-terrorism upgrades the contractor should propose equipping the site with portable generators for the tent areas, the entry control points and security points.

3.11 TURNKEY OPERATIONS.

The requirement is for a complete turn key operation. The contractor should plan for an undeveloped site. The contractor should plan on a fast paced buildup of support. The contractor should plan for immediate upgrades to the security perimeter until the permanent perimeter is established.

3.11.1 Complete Support Services

3.11.1.1 Maintenance of all areas to include pest control and grounds. Grounds includes maintenance and beautification efforts.

3.11.1.2 Offsite dining operations, including delivery of hot food to training ranges when required, the plan should include offsite dining for up to 100 personnel.

3.11.1.3 Cleaning and janitorial services. To include installation and servicing of latrine and shower units.

3.11.1.4 Providing sufficient support vehicles to maintain contractor support operations, and providing vehicle support and maintenance for Government provided vehicles including approximately 30 Government provided SUVs. The contractor should propose a plan that supports POL operations including maintaining a fuel point with free issue fuel to authorized vehicles.

3.11.1.5 Cleaning services for all billeting areas.

3.11.1.6 Information technology services, including internet, phone service and a direct phone line to area code 703 with both voice and data connectivity, including some secure telephones. The contractor should consider low cost means to establish local area networks including the use of wireless LAN. The contractor should plan for the purchase of computers and associated equipment to equip faculty and administrative areas and provide an "internet cafe" for the students use. The contractor should propose the use of a Local Area Network which he will install and internet access which he will provide.

3.11.1.7 Establishment of recreation areas for the students, with separate recreation areas for staff and faculty. The contractor should consider satellite television in recreation areas and internet access. The contractor should propose recreation equipment as part of his plan, including common recreation items such as soccer balls.

3.11.1.8. Providing training supplies, audio visual equipment for classrooms to include computers and projectors (laptops) to support presentations. Training supplies includes supplies for student and faculty use such as notepads, pens, paper.

3.11.1.9 Providing road maintenance.

3.11.1.10 Procurement of recreation equipment, including the establishment of a gym with weight and aerobic equipment.

3.12 TRAINING SUPPORT. The contractor shall support student training. This includes the management of ammunition ordering and receipt, the storage and maintenance of weapons, the stocking and maintenance of targets and the establishment and maintenance of training ranges. Weapons are provided as Government furnished equipment. Maintenance of weapons, ammunition storage and weapons storage is the responsibility of the contractor. The perimeter security of ammunition supply

points and weapons areas is not the responsibility of the contractor.

3.12.1 GENERAL SUPORT. The contractor shall provide sufficient general support to react to a variety of requirements.

3.13 RANGE SUPPORT. The contractor shall execute their plan for the maintenance and support of ranges. This should include development, construction and issue of target material and portable equipment required to conduct ranges. The contractor may be responsible for building interim ranges within the first 15 days

3.14 EQUIPMENT. The contractor shall execute their plan common and specialized equipment required to support the facility. The contractor, based on his experience, should plan for complete facility support, including tools and equipment required to support student training in Counter-terrorism, explosive ordnance disposal and special operations.

3.15 REPORTS. The contractor shall submit monthly reports to the Contracting Officer's Technical Representative and the Administrative Contracting Officer. The contractor will be required to maintain records of all sensitive item shipments and hazardous cargo.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.	PAGE 1 OF	
2. CONTRACT NO. DABV01-04-C-0087	3. AWARD/EFFECTIVE DATE 12 May 2004	4. ORDER NO.		5. SOLICITATION NO. DABV-04-Q-0054	6. SOLICITATION ISSUE DATE 01 May 2004	
7. FOR SOLICITATION INFORMATION CALL			a. NAME	b. TELEPHONE NO. (No collect calls) 703-343-9224	8. OFFER DUE DATE/LOCAL TIME 10 May 2004	
9. ISSUED BY CPA - CONTRACTING ACTIVITY REPUBLICAN PRESIDENTIAL COMPOUND BAGHDAD, IRAQ APO AE 09335		CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING	
15. DELIVER TO SEE ENCLOSED STATEMENT OF WORK		CODE	16. ADMINISTERED BY SAME AS BLOCK 9		CODE	
17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DFAS - IN DNO ATTN: DFAS - IN - FN 8899 EAST 56 TH STREET INDIANAPOLIS, IN 46249			
DFS Logistics LLC 105 Eastern Avenue, Suite 203 Annapolis, MD 21403		CODE				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	[REDACTED]					
(Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA DFI Transfer				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$5,243,771		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			29. AWARD OF CONTRACT: REFERENCE DFS Logistics, LLC OFFER DATED 12 May 2004. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input checked="" type="checkbox"/>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	

AUTHORIZED FOR LOCAL REPRODUCTION
Computer Generated

SEE REVERSE FOR OMB CONTROL
NUMBER AND PAPERWORK BURDEN STATEMENT

STANDARD FORM 1449 (10-95)
Prescribed by GSA - FAR (48 CFR) 53.212

32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
32c. DATE		38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)		40. PAID BY
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (<i>Location</i>)		
41c. DATE		42c. DATE RECD (YY/MM/DD)	42d. TOTAL CONTAINERS	

STANDARD FORM 1449 (10-95) BACK

CLIN SCHEDULE OF SUPPLIES/SERVICES

0001 Base Support Services at Iraqi Police Counter-Terrorism/Special Operations Training Facility, in Accordance with Appendix B NSP NSP

0001AA Base Support Services at Iraqi Police Counter-Terrorism/Special Operations Training Facility, in Accordance with Appendix B. 60 Days of Services, commencing upon contract through 60 days thereafter.

(b)(4)

0001AB Base Support Services at Iraqi Police Counter-Terrorism/Special Operations Training Facility, in Accordance with Appendix B. 30 Days of Services, commencing upon completion of SLIN 0001AA and lasting 30 days thereafter.

(b)(4)

0001AC Base Support Services at Iraqi Police Counter-Terrorism/Special Operations Training Facility, in Accordance with Appendix B. 30 Days of Services, commencing upon completion of SLIN 0001AB and lasting 30 days thereafter.

(b)(4)



COALITION PROVISIONAL AUTHORITY

BAGHDAD

046414-
LPB HAS SEEN

ACTION MEMO

April 14, 2004

FOR: THE ADMINISTRATOR

FROM: [REDACTED] Senior Adviser, Ministry of Housing and Construction (MOHC)

SUBJECT: Plan and Funding for Securing At-Risk Major Construction Equipment

The issue for decision by the Administrator is how to deal with the massive and ongoing theft of Ministry of Housing and Construction equipment for which the CPA is responsible, given the fact that the Minister of Housing and Construction clearly lacks the will or ability to do so himself. The solution recommended below:

FACTS: We have photographs and testimony documenting the illegal cutting into scrap and transport of \$3 Million giant Sky Cranes and other equipment, totaling \$35-40 million in one instance, and upwards of \$100 million overall. Sites where this is taking place are the Al-Muthanna Airport and the Grand Mosque, where approx. \$500 Million of Ministry equipment is stored.

THE SOLUTION: Our plan is to collect all Ministry equipment from across Baghdad and the surrounding area and secure it at the Al-Muthanna Airport, where it will be completely protected by a small, professional private security team. This team would also recruit and train an all-Iraqi security force which would be phased-in to take charge of the Airport site security. The term of the contract is six months and the cost is \$7 million.

COALITION MILITARY AGREEMENT AND PARTICIPATION: Our recommended security arrangements have already been coordinated with the relevant Coalition Forces (3D Battalion, 82nd Field Artillery, 2nd Brigade Combat Team, 1-82nd FA 1st Cav), who are in complete agreement with the plan and have offered valuable cooperation and technical assistance to the private security company once its personnel are in place.

SOURCE OF FUNDS PER CPA DIRECTION OF CMB: The Ministry of Housing and Construction's budget contains 17,580,000,000 ID (\$1.7 million) for Assets Maintenance. After consulting their Director General of Finance at the Ministry of Housing and Construction, CPA - Housing and Construction Advisors have agreed that the best way to maintain their assets is to secure them. Therefore, a security contract would be a high priority for expenditure of this budget, and the Ministry would not require additional funding. The CPA Director of CMB recommends a Letter of Credit for the contract amount of \$7 million with the Central Bank of Iraq, which will be deducted from the \$1.7 million in the Ministry Assets Maintenance account. This normally requires the approval of funding from the Minister of Finance, and the approval of the Minister of Housing and Construction. Because the Housing Minister will refuse his approval you can use your authority as CPA Administrator in lieu of the approval of the

UNCLASSIFIED

Minister of Housing and the Minister of Finance. The Trade Bank of Iraq confirmed that this would be the proper way to fund the security contract we recommend.

RECOMMENDATION: That the Administrator approves the drawing up of the documents for signature required to approve and fund the contract for security of Ministry equipment under the described above.

Approve: W. J. S. Disapprove: _____ Approve with modification: _____

COORDINATION:

- ██████████ Director, CPA-Finance-(Concurs)
- ██████████ Senior Adviser, Ministry of Housing and Construction. (Concurs)
- Trade Bank of Iraq (Concurs)

PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL		VOUCHER NUMBER IR000073
CPA-COMPTROLLER (C-8) DEVELOPMENT FUND FOR IRAQ	DATE VOUCHER PREPARED 19-Apr-04	SCHEDULE NUMBER PRB BUDGET04
	CONTRACTING NUMBER AND DATE MOH Contract	PAID BY: DFI FUND MANAGER
PAYEE'S NAME AND ADDRESS Safenet Security Services Iraq Security Applications Systems/Howard Biddle	DATE INVOICE RECEIVED	
	DISCOUNT TERMS	
	PAYEE'S ACCOUNT NUMBER	
	BILL OF LADING NUMBER	

NUMBER AND DATE OF	DATE OF DELIVERY	SERVICES PROVIDED	QUANTITY	Unit Price		AMOUNT
				QTY	COST	
		Budget04, Authorized Advance on contract				\$2,915,000.00
TOTAL						\$2,915,000.00

PAYMENT.	APPROVED FOR: \$2,915,000.00	EXCHANGE RATE:	DIFFERENCES:
	BY: Gilbert R. (b)(6)		AMOUNT VERIFIED CORRECT FOR \$2,915,000.00
	SIGNATURE		TITLE: COL, USAF, Comptroller

Pursuant to the authority of _____ order for payment:

Date _____ Authorized official _____ Title _____

DFI ACCOUNTING DATA
Check payment from DFI Iraq account # 300012
Budget04, Authorized Advance on contract

PAID BY DFI IRAQ	Check Number 0000073	On (Name of Bank) Central Bank of Iraq	Check Number	On (Name of Bank)
	Cash	Date 19-Apr-04	Pay Order # IR-73	PRB # BUDGET04

(b)(6)	Per
	Title April 19-04

CPA

DISBURSEMENT CHECKLIST

Date: 19-Apr-04

PRB: [] [] [] /CBI [] 0 [Budget04] Budget04 []

1) Receipt of Documents:

Contract (could be a new one or a disbursement on an existing one in the hardcopy folder), Invoice, Receiving Report, Banking Details (only if wire transfer beneficiary Ban, Account #, Account Name and corresponding bank in US if beneficiary Bank is outside the US).

2) BILL REGISTER

New Contract: verify outstanding amount in Funded Amount column.; Existing Contract: Verify the Amount Paid column shows new disbursement. In both cases checks the PO# and DOV# are according to the Voucher Log (electronic file).

3 PAYMENT ORDER (PO) and DISBURSEMENT VOUCHER (DOV);

Verify Beneficiary data is according to step 1. Verify DOV# AND PO# are according to Voucher Log (electronic File). Verify Details on PO#, they MUST show a PRB number, XXX/ CBI (where XXX is a ministry or office the deposited in our DFI Baghdad account) or a MOF. If Cash Disbursement, check that form 1081 has date on it.

4 Accounting:

DFI Accounting (non posted item)
Verify amount disbursed for PRB is according to electronic file Register.

5)SIGNATURES





Verify that all previous steps have been covered

6) FILING

A copy of DOV and PO must be filed in the Voucher Log hard copy other documents specified in step 1 stapled with the DOV and OI MUXT be filed in the PRB or similar folder.

Note: Neither DOV and PO should be issued for

more than one prig or Budget line; it doesn't matter for Deposits because they remain under the same ministry or officer.

Creator	QA	Date
	VDB	
Creator	QA	Date
	VDB	
Creator	QA	Date
	VDB	
Creator	QA	Date
 LWIN	VDB	
DFI Account Mgr.		Date
Creator		Date

** Missing approval from MOF, what Budget line?*



OSSI
Safenet Security
Services
Iraq

Al Hamra Hotel
Suite 701
Baghdad
Iraq

(b)(6)

14 May 2004

Acting Senior Advisor
Ministry of Housing & C
Coalition Provisional Authority

Dear (b)(6)

We received your letter of 7 May.

We were contacted by your predecessor, [redacted] and his associate, (b)(6) who observed the professionalism of our security personnel while we provided security for a private client whose representative attended a conference organized by (b)(6). We were advised that preventing the ongoing "massive" theft of construction materials and equipment at the Ministry of Housing & Construction storage site was urgent and required timely action. We were prepared to implement within 14 days of receiving an advance payment for the mobilization of our personnel and the procurement of the required security equipment. We do not have experience with government contracting and were not aware of any irregularities with the contract process as it unfolded.

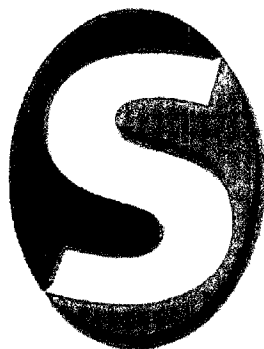
We were/are ready, willing and able to fully provide the security services per the contract and scope of work. We specifically brought sixty South Africans to Iraq to provide these security services; most of them quit their jobs in South Africa to take these positions. In addition, we purchased the vehicles, radios, weapons & ammunition, body armor, night vision equipment, insurance, etc. that is required for this job. Furthermore, we started renovating several buildings at the storage site, i.e. painting, window installation, etc. before being told to stop.

We were advised that Ambassador Bremmer directly approved this project because of the significant losses at the storage site, and we are aware of sole-source contracts being awarded in such cases. Based on this and the advance payment, we acted in a timely fashion because the contract specifically stipulated that we commence operations within 14 day of receiving the advance payment, which we fulfilled by being ready to operate.

During our interviews with [redacted] on 3 May, we were told that CPA authorities would seek an amicable resolution of this situation. Your letter was delivered on 8 May, which is three weeks after the contract was signed and the funds obtained. During this period, we purchased equipment, which was shipped to Iraq, and incurred obligations – employment of security personnel – in good faith of fulfilling this contract. Our pricing is very competitive. We would like to discuss this with you to determine whether an amicable solution is possible. We can be contacted via e-mail (b)(6) or via our local cellular telephone (b)(6)

Yours Faithfully
(b)(6)

OSSI Safenet Security Services Iraq



**Safenet
Security**

**PREPOSAL FOR MINISTRY
OF HOUSING**

**OSSI
Safenet Security
Services
Iraq**



OSSI
Safenet Security
Services
Iraq



Ministry of Housing and Construction

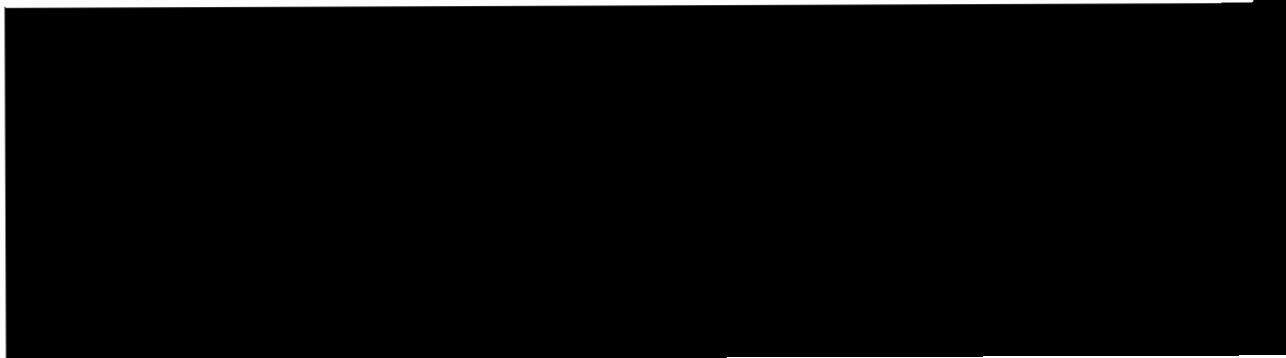
Sir

With reference to your security requirements, we have pleasure in presenting a proposal for the supply of a highly qualified and professional guarding detail at Muthna Airport to secure and prevent loss of construction material.

PROJECT APPROACH

The sequence of project management includes:

- Outline evaluation of the issues - Detailed requirements of the client.
- Preparation and delivery of proposal.
- Contractual arrangements put in place.
- Engagement of the company.
- Deployment of ISSO Safenet resources, training of Iraqi security officers.
- Completion of project and debriefing.
- Withdrawal of initial project team.



The approach of the company to any foreign country project, is to with the initial start-up phase use exclusively expat members. This insures the company can guarantee to meet the client's objectives. Once this initial phase has been completed the company then recruits and train locals to replace the expat contingent. This is done to ensure that skills are carried over to locals in the country and this is a local job creation project. Our company benefits by winning the hearts and minds of the locals. This gives us a major advantage in the security industry by having local support for our projects, it reduces the security risks. The local contingent are put through a screening program before they are employed and trained. This consist of psychometric tests and each member will have to pass a comprehensive polygraph test carried out by the Polygraph Institute of South Africa to ensure that members of rebel groups or syndicates are not employed. This also ensures the best available candidates are employed. The members will only be employed full time, once they have completed their training successfully. Our companies aim is to get to the balance of 20% expat and 80% local contingent that have completed there training successfully. Suitable local candidates that prove that they have the required skills and dedication will be employed in management positions to ensure that the transferring of skills is done on all levels. This is done on merit and the company will not compromise this to achieve the goal. The office staff will be 80% local employees, who have the required skills. These posts are drivers, secretarial and general clerks.

CONCEPT OF OPERATIONS

The concept of operations will be carried out in two phases. The initial shock treatment phase and then the stabilizing phase. The length of these phases can not be determined to the date but should last no longer than a period of three months. After this period the operation will move to a maintenance level.

SHOCK TREATMENT PHASE

During this phase the operation will concentrate on dominating the area totally to gain control. Special attention will be given to night operations. Operations are carried out on a 24 hour basis. It has been appreciated that most of the theft takes place during the night. Due to the amount of equipment been stolen and the nature of the equipment vehicles have been used to remove the stolen property from the site. To implement the shock treatment a show of force will have to initiated. This means high

visibility patrols during both the day and night. This will send a message to the syndicates that it would not be worth their while to attempt to remove assets. After the first few night of this show of force stealth and rapid response will be used during the night. To achieve this static observation posts on high installations/ground will be deployed with a rapid response team in each sector. The terrain is divided into 3 sectors. Main Gate sector, this covers the area at the main gate and front perimeter. The other sectors will be east and west sectors. The sectors are divided by the road running from the main gate in a north westerly direction. During the night each sector will have a team deployed in it except the eastern sector which will have two teams. The reason for this, is this sector has the most entry points to the site and has a main highway next to the boundary. This area also has the largest amount of equipment stored in it and the fields of vision are reduced by the hangers and other buildings. A large number of containers standing around the hangers add to the problem, these we will have to pack orderly as to be able to control them as well. These are the reason for the deployment of an additional team in this area. Mobile patrols will be kept to a minimum to ensure that the observation posts are most effective and will double as listening posts. These posts will use night vision and thermal imaging equipment. If any movement is identified they will contact the rapid response team that will intercept the target. The rapid response teams in the other sectors will be used to support the first team and to act as cut off groups. Foot patrols will be carried out in each sector during the night supported by dogs to maximize the effect of these patrols. Each team has the capability to operate independently and this adds to the flexibility of the operation.

The members at the gate main task will be to control vehicle movement in and out of the site. This is to ensure that the correct vehicle collects the correct equipment as to prevent theft in this manner. The number of members at the gate is reduced during the night because there should be very little vehicle movement at night. The LMG gunner doubles as an observation post during the day and night. The relief guard will be used as an escort to ensure that vehicles are monitored while on site. This team is small due to the fact that the police have a strong presence at the front gate and it is believed that this will remain.

STABILIZATION PHASE

During this phase the deployments will remain the same but emphasis will be placed on the training of the local Iraqi contingent. These members will also be deployed with the teams as to gain experience as well as OJT. This phase can also be seen as the preparation phase for the withdrawal of a number of expat members who will be replaced by Iraqi members. The training team consists of only two members but these members will be supported by the HQ members and during this phase some of the team members will have a training function as well. The Iraqi members that are to be trained will be selected from Iraqi Department of Labor as explained to us approximately 300 000 former military conscripts and 68 000 military officers are currently looking for employment via the 17 employment centers throughout Iraq.

To address your immediate needs, we suggest the following:

1 x 60 Man international team

Package includes the following:

- Salaries
- Accommodation & Rations
- Vehicles
- Translator
- Maintenance
- Communication
- Miscellaneous
- Air Transport
- Insurance
- Operational Logistics

The organigram for the guarding detail is as follows:

DAYSHIFT

Guard Headquarters

- 1 x Site Manager
- 1 x Assistant Manager
- 1 x Medic

Main Gate

- 1 Guard Commander
- 1 Stock Checkers
- 2 Gate Guards
- 1 LMG Gunners
- 1 Relief Guard

Site Protection

3 x Teams

- 1 Team Leader
- 1 Radio Operator
- 1 LMG Gunner
- 1 Op Team
- 1 Op Team
- 1 Driver

Training

- 1 Training Officer
- 1 Training Officer

TOTAL DAYSHIFT = 29

NIGHTSHIFT

Guard Headquarters

- 1 Operational Officer
- 1 Medic

Main Gate

- 1 Guard Commander
- 2 Gate Guards
- 1 LMG Gunner
- 1 Relief Guard

Site Protection

4 x Teams

- 1 Team Leader
- 1 Dog handler
- 1 LMG Gunner
- 1 Op Team
- 1 Op Team
- 1 Driver

TOTAL NIGHTSHIFT = 31

Equipment to be Supplied by Service Provider

- 6 x Vehicles
- 40 x Radio's (2 way) including base station and repeater.
- Uniforms for both international and local trainees.
- All firearms required for the task.
- Night vision equipment/ Thermal optics.
- Patrol Dogs.
- Accommodation
- Meals

Training Team

The Main task of the Training team will be to ensure that after the first month of operation at least 50 local Iraqi security officers have completed their training by OSSI Safenet on behalf of the Ministry of Housing and Construction and are ready to be deployed. The costs involved with this training and salaries of the Iraqi security officers will be carried by OSSI Safenet Iraq. This will be an ongoing job creation program and we propose that these trained Iraqi security officers be deployed by the Ministry of Housing and Construction on new contracts that are allocated to OSSI Safenet Iraq. A retraining cycle will be implemented to ensure that standards are maintained. This initial team will be able to ensure training of a 100 members and the maintenance of their retraining programs. If more Iraqi members are to be trained for the Ministry of Housing and Construction this training team will have to be enlarged. This training team will be made up of South African Special Forces personal and the following main subjects will be presented:

- Weapon Training
- Parade Ground Drill (Security Officer Standard)
- Guarding
- Basic Medical Aid (Buddy Aid)
- Vehicle Patrols
- Manning Observation Posts
- Basic Security Administration
- Basic Musketry
- Basic VIP Protection

Site Preparations

To ensure that the task can be effectively carried out the following confirmations are required;

- Accommodation can be prepared for members on site.
- Fencing can be erected to aid protection.
- Implementation of stock control procedures by the Security Company with the Ministries approval.
- The retraining of police guards at the Main gate by OSSI Safenet Iraq.
- Procedures to prevent further squatting.
- Use of buildings by security personnel for office/accommodation.
- Building of a mini-shooting range.
- Moving of rubble.
- Dogs to be kept on site.

Option 1

(b)(4)

A large rectangular area is redacted with a solid grey fill. The text "(b)(4)" is visible in the top-left corner of this area.

Option 2

(b)(4)

A large rectangular area is redacted with a solid grey fill. The text "(b)(4)" is visible in the top-left corner of this area.

Option 3

(b)(4)

A large rectangular area is redacted with a solid grey fill. The text "(b)(4)" is visible in the top-left corner of this area.

Please do not hesitate to contact us, if you have any questions or suggestions regarding the above.

Please be assured of our best service and attentions at all times.

Yours Faithfully



OSSI Safenet Security Services Iraq

On May 7, 2004, I received a Notice, dated May 7, 2004 served by [REDACTED] and signed by [REDACTED] Sr. Advisor to the Ministry of Housing and Construction, indicating that the April 17, 2004 agreement between Safenet and the Ministry of Housing and Construction was void.

(b)(6)



(b)(5)

7 May

Memorandum for [REDACTED]
(Sr. Advisor to Ministry of Housing and Construction)

From: Office of General Counsel (b)(6)

Subject: Safenet Security Services

(b)(5); (b)(6)

(b)(6)

Office of General Counsel
Coalition Provisional Authority