

June 10, 2004

Table of Contents

<u>Contents</u>		<u>Page Number</u>
• Table of Contents	Table of Contents	I
• Standard Form 1449	Solicitation/Contract/Order For Commercial Items	1
• Section A	Solicitation Terms and Conditions	A-1 thru A-14
• Section B	Schedule of Prices	B-1 thru B-4
• Section C	Statement of Work	C-1 thru C-37
• Section C, Attachment 2, Appendix B -	NMAA Accreditation Application	1 thru 12
• Section D	Contract Terms	D-1 thru D-15

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NO. PRB 581 (DFI)		PAGE 1 OF 82	
2. CONTRACT NO. To be determined		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NO. DABV01-04-Q-0079	
6. SOLICITATION ISSUE DATE 10 June 2004		7. FOR SOLICITATION INFORMATION Email:		a. NAME Mike James; email: mike.james@cpa-iq.org		b. TELEPHONE NO. (No collect calls) 703-343-9203	
8. OFFER DUE DATE/LOCAL TIME SEE Section A, para. 4		9. ISSUED BY Coalition Provisional Authority (CPA) Contracting Activity Republican Presidential Compound APOE AE 09316		CODE W910U1		10. THIS ACQUISITION IS ☒ UNRESTRICTED ☐ SET ASIDE: % FOR ☐ SMALL BUSINESS ☐ SMALL DISADV. BUSINESS ☐ 8(A) SIC: SIZE STD: 541990	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☒ RFP		15. DELIVER TO CODE		16. ADMINISTERED BY CODE		17a. CONTRACTOR/OFFEROR CODE	
See page 2		Same as Block 9		18a. PAYMENT WILL BE MADE BY CODE		Chief Financial Officer Republican Presidential Compound Baghdad, Iraq APOE AE 09316	
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 ☐ SEE ADDENDUM		19. ITEM NO. See Section B		20. SCHEDULE OF SUPPLIES/SERVICES Combination Firm-fixed-price and indefinite delivery/indefinite quantity type contract for oil field mine and unexploded ordnance removal. See Section B <i>(Attach Additional Sheets as Necessary)</i>	
21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
See Section B		See Section B		See Section B		See Section B	
25. ACCOUNTING AND APPROPRIATION DATA PRB 581 (DFI)		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$		27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED.		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>3</u> 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 <u>DABV01-04-Q-</u> OFFER DATED <u> </u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ☐		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	
32a. QUANTITY IN COLUMN 21 HAS BEEN ☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER ☐ PARTIAL ☐ FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE		32c. DATE		36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)	
42b. RECEIVED AT (Location)		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		40. PAID BY	

This document is a solicitation seeking proposals and/or offers from qualified firms to clear mines and unexploded ordnance from the Romaila Oil Fields and, as an option item, the West Qurna Oil Field north of the Romaila Oil Field; and to do so in strict accordance with the terms, conditions, provisions, and statement of work set forth in the Contract that is included and forms a part of this Solicitation. This Solicitation consists of the Standard Form 1449, "SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS" which is the preceding page; Section A, "Solicitation Terms and Conditions," Section B, Schedule of Prices; Section C, Statement of Work; and Section D, Contract Terms and Conditions. The Contract to result from this Solicitation shall consist of the Standard Form 1449, and Sections B, C, and D. The Contract to result from this Solicitation is an obligation of Iraqi Funds only and as such Offeror's particular attention is directed to Section D, Contract Terms and Conditions, paragraph 1, Contract Authority.

A. Section A - Solicitation Terms and Conditions

1. Definitions:

- a. Offer: The term, "offer" and "proposal" are used interchangeably throughout this document. They mean one and the same.
- b. Offeror: The term "Offeror" is the firm that signs the offer and is agreeing to perform the contract for which it's offer is submitted. The term "offeror" and "proposer" are one and the same and used interchangeably throughout this document.
- c. CPA: "CPA" is the Coalition Provisional Authority and is temporarily the governing power in Iraq. Effective July 1, 2004, the governing of Iraq transfers to the various Ministry's of Iraq.

- 2. Submission of Offers.** The Offeror shall submit, at or before the exact time specified, a signed and dated offer, in two distinct and separate parts, in accordance with the terms, conditions, and instructions contained in this Section A, "Solicitation Terms and Conditions." Offers in response to this solicitation are cautioned that these "Solicitation Terms and Conditions" include the term "shall" and that it is imperative that Offeror comply with such instructions. Failure to comply may result in the Offer being rejected and not considered for award of the Contract contemplated by this solicitation. Offers may be submitted on letterhead stationery or as otherwise specified in this Section A, paragraph 3. The two parts of Offeror's proposal are: Part 1-Technical and Part 2-Price. At a minimum, offers must clearly include all of the below data.

Section A – Solicitation Terms and Conditions – continued

a. Part 1 - Technical Proposal.

Part 1-Technical Proposal is to be separate from Part 2-Price Proposal. One electronic set, either MS Word or in PDF format, of this Technical Proposal is to be submitted by email. This portion of Offeror's proposal is to address and otherwise include all of the below described technical data and such is not to exceed five (5) typewritten pages, single sided, with of a font size not less than 10, unless otherwise indicated.

- (1) Technical proposal is to be clearly marked original where such marking is readily apparent, and include the signature(s) of authorized individuals.
- (2) The name, address, and telephone number of the Offeror. Provide country code of telephone number, regardless of country Offeror is located. In addition, Offeror's email address if such is available and FAX number. In addition, provide the name, business title, business address, phone number(s), FAX numbers, and email address of individuals that can be contacted regarding offer.
- (3) Information pertaining to present and past work history, to include:
 - (a) General description of Offeror's present and previous five year work history that is relevant to this requirement. Offer is to identify the country, city or region, the size of the area cleared of mines and unexploded ordnance, month and year started and completed, type of mines and ordnance involved, project size, methods used, and the value, stated in U.S. dollars, of the contracts performed.
 - (b) References to include contract numbers, agency and client names and business addresses; names and business titles of point(s) of contact, with telephone numbers, email addresses, and other relevant information. Please ensure that you have verified the accuracy of this data. In the event that references provided are not current and cause a delay in our evaluation, the offer may be considered non-responsive and rejected without further consideration.

Section A – Solicitation Terms and Conditions – continued

- (4) Preliminary work plan describing how Offeror intends to perform this Contract. This is to include (i) whether Contractor employs/uses “Teams” and a description of such teams and its qualifications; (ii) the types (make and model) of technical equipment that will be used to achieve the required performance standard(s); (iii) the level and types of security measures that will be implemented to ensure that the work can proceed as scheduled; (iv) the amount of work being performed by Contractor and that being subcontracted; and (v) the process for selecting a subcontractor to perform demining and UXO clearance work.
- (5) A preliminary performance schedule, based on days after contract award, indicating the significant tasks to be performed, start time, duration, and end time. Include not more than sixty days to obtain the National Mine Action Agency (NMAA), Baghdad, Iraq accreditation which is explained in the Statement of Work that is part of this solicitation and subsequent contract, with mobilization not to commence until after the NMAA accreditation is obtained. If Offeror has the required NMAA accreditation at time of submission of its offer, this NMAA accreditation time period is not to be indicated on this preliminary schedule; however, proof of accreditation shall be included in this Part of the Offer. Include with this schedule a narration that clearly indicates how this schedule shall be met. (This is in addition to the 5 pages identified in subparagraph 2a above.).
- (6) Offeror's safety record for the past 2 years, inclusive of a listing of all incidents and casualties. (This is in addition to the 5 pages identified in subparagraph 2a above.).
- (7) Mobilization plan. This is to indicate all major tasks and a start time, duration, and completion time.
- (8) Legible set of the completed application that has been, or will be, submitted for the NMAA accreditation, including draft standing operating procedures.

Section A – Solicitation Terms and Conditions – continued

b. Part 2-Price Proposal and Administrative Matters

This portion of Offeror's proposal is to provide (i) proposed pricing including an itemization of such pricing, and (ii) other information pertaining to the Offeror's business capability, all in accordance with the instructions below. Part 2-Price Proposal is to be separate from Part 1-Technical Proposal. One electronic set, either MS Excel, MS Word, or PDF format, of this Price Proposal is to be submitted by email. Part 2 is to include all of the below data.

- (1) Offeror shall complete "Price Schedule A-Base Contract Work" and "Price Schedule B-Option Item" contained in Section B of this Solicitation. Offer shall include unit prices and total prices, where indicated, for all Contract Line Item Numbers (CLINs), inclusive of the Option Item. Failure to include a price for all items shall result in disqualification of offer. Immediately behind the completed Price Schedules Offer shall include a general itemization of each offered price for each CLIN of each Price Schedule. This is to include, and not be limited to:
 - (a) Totals direct costs for labor, supervision, materials, equipment, transportation, facilities, travel, security, billeting, and any other direct costs (e.g., QA/QC, health & safety, etc.) and identification of subcontract costs within each of these categories.
 - (b) Identification of all indirect cost(s) categories, total amounts, rates, and how applied (e.g., overhead, general and administrative (G&A), and any material handling.
 - (c) Identification of total profit amount, the rate of profit and how applied.

Section A – Solicitation Terms and Conditions – continued

(d) This general price breakdown is to indicate subcontract costs, security costs, costs for accommodations, transportation, mobilization, daily project management costs, etc. This itemization is to be prepared and presented in a manner that allows for a review and assessment to determine how each of the offered prices was determined. It is not the intent to obtain a detailed breakdown of the proposed amount(s). However, by submission of an offer, Offeror agrees that if requested a detailed itemization shall be submitted not later than one workday after such request.

(2) Terms of any express warranty.

(3) Prompt payment and/or other discount terms, if any.

(4) Address that payment is to be sent to (if different from mailing address).

(5) Acknowledgment of solicitation amendments (if any).

3. Marking of Offers.

- a. Offer shall be addressed and submitted electronically only by email to the address indicated below. In addition, Offer wrapper shall be marked as indicated below, and Part A and B of the offer's first page, as a minimum, shall include the below solicitation number :

Section A – Solicitation Terms and Conditions – continued

Coalition Provisional Authority
Attention: Contracting Activity, M. James (Rm S106C)
Republican Presidential Palace
APO, AE 09316

Solicitation No.: DABV01-04-Q-0079

Closing Time: Write in the date and time indicated in paragraph 4, below.

- b. Offers shall be electronic and emailed. Handcarried, Facsimile, telegraph, or FAX offers are not authorized and shall not be accepted.

ii. Electronic Emailed Offers:

- (a) Emailed offers shall be provided in Portable Document Format (PDF, e.g., Adobe Acrobat) or Microsoft (MS) Word format; and shall be emailed to:

mike.james@cpa-iq.org

- (b) Offers that are emailed may consist of more than one PDF (or MS Word) document depending upon the total size of the proposal. It is preferred that each document or part of the electronic submission of proposal not exceed one megabyte (MB), and the subject line of the email(s) transmitting this electronic version of the proposal is to clearly indicate the solicitation number that is indicated in block 5 of the SF 1449. If more than one PDF or MS Word document is submitted, each is to be consecutively numbered. This number is to consist of the number of the part/file and the total number of documents. For example, "JDoeProposal_part 1 of 2," "JDoeProposal_ part 2 of 2."

4. **Closing Date and Time for Receipt of Offers:** To be considered for the award of the Contract in response to this Solicitation offers must be received at the below indicated location **not later than 10:00 a.m. prevailing local time, Baghdad, Iraq, Wednesday, June 22, 2004.**

Section A – Solicitation Terms and Conditions – continued

5. **Period for Acceptance of Offers.** The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation. For information only, and not to be construed as a commitment or guarantee, it is presently intended to award this Contract not later than June 30, 2004, if at all possible, or within the first 30 days after receipt of proposals.
6. **Product Samples.** Not applicable - Do not submit.
7. **Multiple Offers.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately. However, alternative offers will not be considered (evaluated) if an offer is not submitted for the terms, conditions, and items expressed in this Solicitation.
8. **Late Submissions, Modifications, Revisions, and Withdrawals of Offers.**
 - a. Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Coalition Provisional Authority Contracting Office designated in this solicitation by the time specified in this solicitation.
 - b. Any offer, modification, revision, or withdrawal of an offer received at the contracting office designated in this solicitation after the exact time specified in paragraph 4, above, is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition, and 1) if it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Contracting Office not later than 1700 hours (5:00 p.m.) prevailing local time one calendar day prior to the date specified for receipt of offers, or 2) there is acceptable evidence to establish it was received at the location designated for the receipt of offers and was under government control prior to the time set for receipt of offers, or 3) it was the only proposal received.
 - c. However, a late modification of an otherwise successful offer that makes the offer's terms more favorable to the contracting organization issuing the solicitation will be considered at any time it is received and may be accepted.

Section A – Solicitation Terms and Conditions – continued

- d. Acceptable evidence to establish the time of receipt at the contracting office includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of contracting office personnel.
 - e. If an emergency or unanticipated event interrupts normal processes so that offers cannot be received at the contracting office designated for receipt of offers by the exact time specified in the solicitation, and urgent requirements preclude amendment of the solicitation or other notice of the extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal processes resume.
 - f. Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- 9. Contract Award.** The Contracting Officer intends to evaluate offers and award a contract without discussions with offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms from a price and technical standpoint. However, the Contracting Officer reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Contracting Officer may reject any or all offers if such action is in the public interest; accept other than the lowest-priced offer; and waive informalities and minor irregularities in offers received.
- 10. Multiple Awards.** Only one contract is to result from this solicitation.
- 11. Evaluation.** The Contracting Officer will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the contracting activity, price and other factors considered. The following factors shall be used to evaluate offers:

Section A – Solicitation Terms and Conditions – continued

- a. Definitions. The following definitions are provided to assist in the evaluation process.
- (1) **DEFICIENCY**: A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.
 - (2) **WEAKNESS**: A flaw in the proposal that increases the risk of unsuccessful contract performance. A significant weakness in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.
 - (3) **ACCEPTABLE FEATURE**: A proposed method or technique in the proposal that addresses solicitation requirements such that no further explanation or documentation is necessary; an acceptable feature.
 - (4) **STRENGTH**: A proposed method or technique in the proposal that exceeds the solicitation requirements.
 - (5) **PAST PERFORMANCE**: Relates to how well an offeror has performed; e.g., the quality of work accomplished, schedule compliance, customer satisfaction.
 - (6) **TECHNICAL EXPERIENCE**: Pertains to work currently or previously performed by an offeror, which is the same or similar to the work that is required under this requirement.
- b. Adjective Ratings. All proposals evaluated shall be assigned one of the five adjective ratings defined below.
- (1) **EXCEPTIONAL (E)**: The proposal greatly exceeds stated requirements, as reflected through an innovative, comprehensive, outstanding approach. The response is complete in terms of the basic content and level of information the Government seeks for evaluation. There is a high probability of success and no risk that this offeror would fail to meet the quantity, quality, and schedule requirements. There are no deficiencies or weaknesses.

Section A – Solicitation Terms and Conditions – continued

- (2) **HIGHLY ACCEPTABLE (HA):** The proposal exceeds stated requirements. The response is complete in terms of the basic content and level of information the Government seeks for evaluation. There is a high probability of success and negligible risk that this offeror would fail to meet the quantity, quality, and schedule requirements. There are no deficiencies or significant weaknesses, but there may be minor weaknesses that need not be corrected to make award.
- (3) **ACCEPTABLE (A):** The proposal meets the stated requirements. The response is considered complete in terms of the basic content and level of information the Government seeks for evaluation. There is a reasonable probability of success and little risk that this offeror would fail to meet the quantity, quality, and schedule requirements. There are no deficiencies, but the proposal may have weaknesses that present some risk of unsuccessful contract performance. Weaknesses need not be corrected to make award.
- (4) **MARGINAL (M):** The proposal fails to meet stated requirements. The response is considered incomplete or inadequate in terms of the basic content and level of information the Government seeks for evaluation. There is a low probability of success based on the present information. There are deficiencies and/or a combination of significant weaknesses that constitute a deficiency and thereby increase the risk of unsuccessful contract performance to an unacceptable level. Noted deficiencies and significant weaknesses could be corrected through discussions without a major revision or complete re-write of the proposal.
- (5) **UNACCEPTABLE (U):** The proposal significantly fails to meet the stated requirements. What was submitted lacks essential information or is conflicting and unproductive. The degree of risk is so high that there is no reasonable likelihood of success, regardless of price. Or, deficiencies are so major or extensive that a major revision or complete rewrite of the proposal would be necessary.

Section A – Solicitation Terms and Conditions – continued

Note 1: In the case of an offeror without a record of relevant past performance, or for whom information on past performance is not available; such will not be evaluated favorably or unfavorably concerning Past Performance. The Past Performance factor shall be rated as NEUTRAL in such circumstances. The Neutral rating applies to Past Performance ONLY.

Note 2: Rating of Marginal or Unacceptable for any factor shall make the proposal ineligible for award as submitted.

- c. Relative Importance of the Evaluation Factors. Factors (1) and (2) identified in paragraph d, below, are of equal importance to each other and together are equal in importance to Factor 3. The importance of Factor (3); Price, will increase if offers are considered essentially equal in terms of technical quality or if a price is so significantly high as to diminish the value to the government of an offeror's technical superiority.
- d. Evaluation Factors/Criteria Description
 - (1) Past Performance and Current Performance. Review of work performed within the past two calendar years and of work currently in progress. More weight will be given to those offerors that:
 - i. Have performed work of comparable magnitude (e.g., physical size of the area to be cleared, geographical conditions, environmental conditions; and types, kinds, and quantities of mines and UXO) that is required by the Statement of Work included in this solicitation.
 - ii. Are presently performing work comparable to that identified in the Statement of Work of this solicitation;

Section A – Solicitation Terms and Conditions – continued

- (2) Technical Approach. Technical proposal will be evaluated for:
- i. Understanding of the work to be performed and a working knowledge of the International Mine Action Standards (IMAS).
 - ii. Understanding and commitment to the employment and training of Iraqi peoples.
 - iii. The extent of employment (number) and experience of both the technical and administrative staff.
 - iv. Quality and safety measures to be implemented to ensure that the activities will be performed in a safe and effective manner.
 - v. Clear understanding and commitment to meeting the performance schedule
 - vi. The types (make, model) of technical equipment that shall be, and may be, used to achieve the required performance standard.
 - vii. Understanding of the level and types of security measures that shall be implemented, and that may be implemented, to ensure that the work shall proceed as scheduled.
 - viii. Presently possess the accreditation identified in the Statement of Work;
- (3) Price. The price proposal will be evaluated to determine the reasonableness, realism, and completeness of the Offeror's proposal. One or more of the following techniques will be used to ensure a fair and reasonable price:
- Comparison of proposed prices received in response to the solicitation.
 - Comparison of proposed prices with available historical information.
 - Comparison of proposed prices with resources proposed.

Section A – Solicitation Terms and Conditions – continued

- Obtain information/reports from Defense Contract Audit Agency (DCAA) or other outside agencies as required.

Note 1: A price that is found to be either unreasonably high or unrealistically low in relation to the proposed work may be indicative of an inherent lack of understanding of the solicitation requirements and may result in the overall proposal being considered unacceptable.

Note 2: Any inconsistency whether real or apparent, between proposed performance and price must be clearly explained in the price proposal. For example, if unique and innovative approaches are the basis for an apparently unbalanced/inconsistently priced proposal, the nature of these approaches and their impact on price must be completely documented. The burden of proof of price realism rests solely with the offeror.

- e. For Offeror to be deemed “responsible” it must:
- i. Have adequate financial resources to perform the contract, or the ability to obtain such.
 - ii. Be able to comply with the required performance schedule, taking into consideration all environmental and security conditions at the work site, and existing business commitments.
 - iii. Possess a satisfactory performance record.
 - iv. Have the necessary technical equipment or the ability to obtain such.
 - v. Have the necessary organization, experience, operational controls, and technical skills, including such elements as quality assurance and safety programs.

Section A – Solicitation Terms and Conditions – continued

- 12. Options.** This solicitation does include an option item of work. This option may be exercised at time of contract award, or after contract award. The Contracting Officer will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Contracting Officer may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Contracting Officer to exercise the option(s).
- 13. Notice of Award.** A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful Offeror within the time for acceptance of the offer, shall result in a binding contract without further action by either party. Before the offer's scheduled expiration time, the Contracting Officer 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.
- 14. Protests.** An offeror wishing to object to the terms of a solicitation, the termination of a solicitation, the award of a contract, or the termination of the award of a contract, shall present the matter to the Contracting Officer for an initial decision. The Contractor shall state to the Contracting Officer the basis for the protest. If the Contractor does not agree with the Contracting Officer's initial decision, the Contractor may appeal the initial decision to the Head of Contracting Activity, CPA, for resolution. The decision of the Head of Contracting Activity, CPA, shall be the final decision in the matter.
- 15. Evaluation of Foreign Currency Offers.** Price proposals are to be submitted using U.S. Currency, (U.S. Dollars) only and evaluation of price proposals shall be based on this currency. If the Contracting Officer receives offers in a currency other than U.S. Dollars, the Contracting Officer will evaluate such offers by converting the foreign currency to United States currency using the Federal Reserve rate in effect as of the closing date and time for receipt of offers if award is based on initial offers, or, if award is based on Contracting Officer's request for revised offers, on the closing date and time specified for receipt of proposal revisions.

END OF SECTION A-Solicitation Terms and Conditions

SECTION B – SCHEDULE OF PRICES

A. Contract Type and Compensation:

1. This Contract is a combination Fixed Price and Indefinite Quantity Indefinite Delivery type in which some elements of work shall be compensated to Contractor at a firm-fixed-price (i.e., lump sum); and an element of work shall be compensated to Contractor at a fixed price for each unit that is performed as ordered by an Ordering Officer and accepted. The prices to be paid to Contractor shall be in accordance with "Price Schedule A - Base Contract Work" and "Price Schedule B - Option Item," included as paragraphs B and C of this Section B, SCHEDULE OF PRICES. Price Schedule B shall be applicable only if the unilateral right to purchase the option item is exercised and Contractor satisfactorily completes this Option. Refer to Contract Terms and Conditions, paragraph 9, Option for Increased Work.
2. Partial payments and progress payments are authorized for the performance of the Contract Line Items indicated in the below Payment Authorization Table. Only one payment shall be authorized for Contract Line Item Number (CLIN) 004 after acceptance and a proper invoice has been received. Each Progress payment shall include retention of ten percent (10%) which shall be released after acceptance that all work, inclusive of documentation requirements, has been completed in accordance with this Contract. Payments shall be in accordance with Section D, paragraph 11, Payments of this Contract and this Section B.

Payment Type Authorization Table

CLIN	Progress Payment	Partial Payment
001	Yes	No
002	Yes	No
003	No	Yes`
004	No	No
005 (Option Item)	Yes	No
006 (Option Item)	No	Yes

SECTION B – SCHEDULE OF PRICES - Continued

3. CLINs 003 and 006 are elements of work that allow the Contractor to provide additional teams of personnel strictly a temporary and as-needed basis to clear mines and UXO, and to be compensated for this, provided;
 - a. Contractor obtains the prior written approval of the Contracting Officer's Representative (COR) after completing and submitting the attached written request to the COR justifying the necessity and time period of such additional team(s). The COR's approval shall be indicated by the COR's signature and return of the written request. This written request is to be in a format and form acceptable to the COR and Contracting Officer.
 - b. The sum total of all authorizations for CLIN 0003 and 006 shall not exceed the estimated total amount indicated for each CLIN in this Section B.
 - b. The written request indicating the COR's approval shall be included with each Contractor's invoice for payment of CLIN 003 and 006, as applicable. Failure to provide this with invoice shall be cause to reject the invoice for payment.

[This portion of page intentionally left blank]

SECTION B – SCHEDULE OF PRICES - Continued

B. Price Schedule A - Base Contract Work:

QTY = Quantity; U/I = Unit of Issue; MO = Months; TD = Team Day

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
001	Performance and completion of Contractor's initial mobilization to and within Iraq and consisting of, and not limited to: Set-up and implementation of project office and/or base camp facilities, project structure, security, communications, operations, quality assurance, quality control, and safety and health; obtaining National Mine Action Authority (NMAA) accreditation, submission of all documentation and/or data requirements, and otherwise ready to commence onsite performance of the Base Contract Work in accordance with Section C, paragraph I, "Part 1 – Base Contract Work."	1	EA	Not Applicable	\$ _____
002	Mine and unexploded ordnance (UXO) clearance operations and all other work in accordance with Section C, paragraph I, "Part 1 – Base Contract Work." of this Contract, and inclusive of all administrative requirements, from the time mobilization and project set up are complete, and beginning with site assessment through completion of all work except demobilization and final invoice submission.	1	EA	Not Applicable	\$ _____
003	Additional Team. This is a fixed price for each calendar day for each team of UXO and demining personnel <u>that is in addition to</u> the teams included in CLIN 002 above. This CLIN is to be used in the event additional teams are required solely on a temporary basis not exceeding 60 continuous calendar days to perform demining and UXO clearance because of circumstances encountered in the field that could not be reasonably foreseen by Contractor prior to award of this Contract. Teams that are required longer than 60 continuous days are included in CLIN 002 above. The quantity indicated for this CLIN 003 is strictly an estimate and shall not be a firm order for any quantity. This Item shall be used as needed depending on circumstances that can only be determined as Contractor's performance progresses. This quantity is estimated, and can be for any quantity of teams for any length of time not exceeding 60 continuous calendar days. For example: one team used 5 different occasions for 60 days each occasion equates to 300 days, or 5 days per day; or 10 teams running concurrently for 30 days each equates to 300 days, or 10 days per day. One team per day equals 1 day. [Note: U/I of "TD" is a "Team Day."]	300	TD	\$ _____	\$ _____
004	Demobilize, clean-up, and restore sites, regardless of location, to their initial condition or better, that Contractor established for offices, base camp, storage, disposal, and any other purposes; completion of all administrative requirements, and submission of final invoice.	1	EA	Not Applicable	\$ _____
TOTAL PRICE – PRICE SCHEDULE A – BASE CONTRACT WORK		NA	NA	\$ _____	

SECTION B – SCHEDULE OF PRICES - Continued

C. Price Schedule B - Option Item:

QTY = Quantity; U/I = Unit of Issue; MO = Months; TD = Team Day

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
005	Mine and unexploded ordnance (UXO) clearance operations and management services pertaining to the West Qurna Oil Field; inclusive of all administration requirements, in accordance with Section C, "Statement of Work," paragraph II, "Part 2, Option Item Work," and other all terms, conditions, provisions, and clauses of this Contract.		MO	NA	\$ _____
006	Additional Team. This is a fixed price per calendar day for each team of UXO and demining personnel <u>that is in addition to</u> the teams included in CLIN 005 above. This CLIN is to be used in the event additional teams are required solely on a temporary basis not exceeding 60 continuous calendar days to perform demining and UXO clearance because of circumstances encountered in the field that could not be reasonably foreseen by Contractor prior to award of this Contract. Teams that are required longer than 60 continuous days are included in CLIN 005 above. The quantity indicated for this CLIN 006 is strictly an estimate and shall not be a firm order for any quantity. This Item shall be used as-needed depending on circumstances that can only be determined as Contractor's performance progresses. This can be for any quantity of teams for any length of time not exceeding 60 continuous calendar days. For example: one team used 3 different occasions for 60 days each occasion equates to 180 days; or 10 teams running concurrently for 20 days each equates to 300 days or 10 days for each day this additional team is performing work. [Note: U/I of "TD" is "Team Day."]	180	TD	\$ _____	\$ _____

Total Price of Price Schedule B – Option Item Work only \$ _____

GRAND TOTAL of PRICE SCHEDULE A and PRICE SCHEDULE B: \$ _____

**SECTION C –STATEMENT OF WORK –
CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK -**

This Contract consists of two elements of work. One element is the Base Contract Work and the second element is the Option Item Work. Contractor shall not perform Option Item Work unless specifically authorized, in writing, by the Contracting Officer. See Contract Terms and Conditions, paragraph 9, Option for Increased Quantity.

I. PART 1 - BASE CONTRACT WORK**A. OBJECTIVE - BASE CONTRACT WORK:**

1. Clearance of all landmines and unexploded ordnance (UXO) within the North and South Rumaila Oil Fields of Iraq. "Clearance" shall include either destruction in place or safe removal to a Contractor provided temporary storage area for eventual destruction by Contractor. The eventual disposition of these explosive remnants of war (ERW) is to render them non-usable by anyone for any purpose.
2. In support of the South Oil Company (SOC) (an Iraq firm) and in coordination with the National Mine Action Authority (NMAA), Contractor shall survey the specified Rumaila oil fields to the west of Basrah to determine the scope and nature of the mine and UXO threats present then develop and implement a plan to clear the ERW that impede the safe operation and reconstruction and repair of the oil fields. This shall be accomplished according the priorities approved by the SOC In coordination with the Regional Mine Action Center. The Regional Mine Action Center (RMAC) – South (RMAC-S) is the NMAA body charged with overseeing and coordinating operations in Basrah and the surrounding areas. All actions associated with this survey, interim marking, clearance, storage, destruction, and/or render safe procedures shall be in accordance with the NMAA approved Iraqi Mine Action Standards. These Iraqi standards are based on current International Mine Action Standards (IMAS).

B. BACKGROUND - BASE CONTRACT WORK:

1. After 30 years of conflict the Rumaila Oil Fields to the west of the city of Basrah, Iraq are contaminated by mine fields and significant amounts of UXO. The mine and UXO presence endangers the lives of Iraqi workers and impedes reconstruction efforts. In order to ensure continued operation and future development of Iraq's oil industry, one of its primary economic sectors, it is imperative that these fields be cleared.

SECTION C –STATEMENT OF WORK –**CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK - Continued**

2. Provided as Attachment 1 of this Statement of Work is the “National Mine Action Authority Brief technical report on the Landmine and Unexploded Ordnance contamination in the South Rumaila Oilfield, Iraq” Report dated 14 April 2004. This report is provided for information only in an effort to help Contractor familiarize itself with the conditions that may exist. This Attachment 1 document is not intended, nor shall it be construed by Contractor, as definitive in nature of the actual conditions. Actual conditions shall be determined solely by Contractor.

- Notes:
- (i) RMAC-South and RMAC-S does not mean the south or southern portion of the Rumalia Oil Field. Instead, this means Regional Mine Action Center, South Iraq.
 - (ii) The spelling of “Rumalia” may also be “Ramalia,” “Ramallah,” “Ramaila,” “Rumaylah,” Rumailia, and/or Al Rumaylah. All variations of the spelling are the same oilfield(s).

C. STATEMENT OF WORK - BASE CONTRACT WORK

1. Contractor shall provide all labor, security, supervision, tools, equipment, transportation, facilities, supplies; personnel accommodations, meals, safety and health resources, and all other resources required and necessary -- less that which may be provided by the South Oil Company, National Mine Action Authority, Coalition Provisional Authority, Iraq's Ministry of Oil, any organization and agencies that may replace these, and/or the U.S. Government -- to conduct and complete survey and clearance of mines and unexploded ordinance in the North Rumaila Oil Field first and follow with the South Rumaila Oil Field. Contractor shall be completely self sufficient and, by acceptance of this Contract, fully understands and accepts that there are absolutely no assurances that resources of any kind will be provided by others. In addition to planning and implementing all the above for its personnel and subcontractors, Contractor shall also include in its plan and implementation of such, the addition of not less than 14 personnel that will consist of SOC contract personnel performing independent quality assurance and quality control of this scope of work; and other personnel from various sources (e.g., CPA, various Iraq Ministries, and others to be determined) that may conduct

SECTION C –STATEMENT OF WORK –**CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK - Continued**

visits to Contractor's work site for information purposes, compliance visits, and any other official business. In the event any resource is provided by others for Contractor's performance and completion of this Contract, it shall only be at the sole discretion of others. The approximate area of both the North and South Rumaila Oil Fields combined is 1,283 square kilometers with a combined perimeter of approximately 203.5 kilometers and is defined on the map included in Attachment 1 of this Section C. This work shall include, and shall not be limited to, the performance of each of the below identified tasks.

2. Contractor shall conduct all work in such a manner that shall result in attaining and maintaining National Mine Action Standards accreditation and licensing for its operation(s) in Iraq, and shall ensure that the National Mine Action Standards are met, followed, and otherwise adhered to.
 - a. Contractor shall not commence any on-site work prior to it receiving Iraq National Mine Standards accreditation and licensing. Provided at Attachment 2 are all documents, information, and the application for Contractor to complete and submit for this accreditation. In addition to submitting to the Iraq National Mine Action Standards, Contractor shall email an electronic set of the completed application and all accompanying data to the Contracting Officer. This electronic set shall be either MS Word or PDF format.
 - b. It is possible for Contractor to receive accreditation within thirty (30) calendar days after the Iraq National Mine Action Standards receives all required data from Contractor; however, the performance period of this Contract allows not more than sixty (60) calendar days for such.
 - c. Contractor's failure to submit the required application and required accompanying data within the time period indicated in paragraph 1, "Contract Performance Period and Milestones Schedule," of the Contract Terms and Conditions," shall be cause for immediate termination for default or termination for cause of this Contract. In addition, Contractor shall submit, not later than three calendar days (inclusive of any holidays, regardless of the country), after being requested, instructed, or

SECTION C –STATEMENT OF WORK –

CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK - Continued

notified by NMAA to do so, all supplemental data that may subsequently be requested and required by the NMAA relevant to Contractor's application. By Contractor email, the Contracting Officer shall also be provided one electronic set (either MS Word or PDF) of any supplemental data submitted to NMAA and such shall be submitted at the same time as it is to the NMAA.

- d. In the event Contractor does not receive its accreditation within sixty calendar days after it has submitted its application package, and such failure is not the result of Contractor's failure to provide all data required by Attachment 2, the performance period of this Contract will be equitably adjusted if Contractor substantiates, in writing, and to the sole satisfaction of the Contracting Officer, that such is required. No change in the Contract price shall be authorized in the event of such an adjustment in this Contract's performance period.
3. Not later than the time periods indicated in Contract Terms and Conditions, paragraph 1, Contract Performance Period and Milestones Schedule," Contractor shall commence and complete its mobilization into Iraq.
4. Contractor shall thoroughly survey, investigate, assess, and otherwise determine the magnitude of the presence of landmines and unexploded ordinance. This shall include, and not be limited to, determining the type, kind, quantity, and location of landmines and unexploded ordinance based on Contractor conducted site investigations, Contractor's assessment of data provided that by these Contract documents, and data that may be available from the South Oil Company (SOC), National Mine Action Authority (NMAA), and/or the Coalition Provisional Authority (CPA); and Contractor shall map and otherwise mark the locations of such in accordance with Iraqi Mine Action Standards. Any data that may be available from the SOC, NMAA, CPA, and other sources will be provided to Contractor by the SOC, NMAA, or Contracting Officers Representative. It is not required that Contractor research these resources; however, if Contractor has means available to obtain data from these potential resources it is encouraged to do so.
5. Contractor shall prepare and submit a written Clearance Plan that shall address, as a minimum, all of the below.

SECTION C –STATEMENT OF WORK –

CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK - Continued

- i. Identifies the results of the surveys, investigations, assessments, and all determinations resulting from the actions completed in accordance with subparagraph C4, above.
 - ii. Details the operations to be performed by Contractor to clear the landmines and unexploded ordinance to not less than a depth of twelve inches.
 - iii. Identifies all Contractor's actions to be taken to ensure the safety of its personnel during the actual demining and area reduction activities and tasks.
 - iv. Identifies the type, quantity, and mix of labor, equipment, supplies, and any other resources to safely clear the landmines and unexploded ordinance.
 - v. Identifies the quality assurance and quality control actions Contractor shall take to ensure that its work shall be in compliance with the requirements of this Contract, Contractor's own procedures, and maintaining the NMAA certification,
6. Contractor shall prepare seven sets of its written plan and deliver two sets each to NMAA, Regional Mine Action Center-South (RMAC-S), and the SOC. In addition, electronic set (MS Word or PDF) shall be emailed to the Contracting Officer within 24 hours of the sets delivered to NMAA.
7. If Contractor's survey and site investigation results indicate significant threats located more than twelve inches deep, such locations shall be marked and their removal discussed with SOC and CPA representatives as appropriate. In addition, a written document shall be prepared by Contractor indicating the agreements and understandings reached by Contractor as a result of these discussions and one written copy and an electronic copy shall be provided to NMAA, RMAC-S, SOC, and the Contracting Officer. "Significant threats" shall mean potential threats to life, injury to personnel, and/or damage, and/or destruction of property.

SECTION C –STATEMENT OF WORK –

CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK - Continued

8. Contractor shall build an indigenous capacity to implement a clearance plan through the hiring and training of as many Iraqi subcontractors and employees as is prudent considering the scope of work and environmental conditions.
9. Contractor shall coordinate its activities with the NMAA (RMAC-South) and the SOC. Personnel names and contact information will be provided to Contractor during the progress of work.
10. Contractor shall submit monthly progress reports to the SOC and RMAC-S and other reports as specified by the SOC, CPA, Contracting Officer, and Contracts Administrator. In addition, one electronic set (MS Word or PDF format) of all reports, inclusive of the monthly progress reports shall be provided to the Contracting Officer. Progress reports shall include a comparison of the planned schedule with actual progress. If actual progress is more than five percent behind planned schedule, Contractor shall include in the progress report an explanation as to why and what actions it will take to recover lost progress and actions it shall take to ensure that such delinquency is not repeated.
11. Contractor shall take all reasonable and otherwise prudent measures to ensure adequate security for all Contractor employees and subcontractors. This does include armed security.
12. In addition to Contractor providing its own quality assurance (QA) and quality control (QC), there will be others performing independent QA and QC of Contractor's performance (see paragraph 13 following). This independent QA and QC will be working with the SOC and shall not be construed by Contractor to be a substitute of its own inspection, QA, and QC systems to ensure that all work is performed and completed in accordance with this Contract, inclusive of all procedures, work plans, and accreditation requirements.
13. Contractor shall provide site support, security, and give full access and cooperation to the SOC contracted Quality Assurance and Quality Control (QA/QC) representatives in the course of their duties associated with all aspects of the mine action activities of the Contractor. This may include as many as 6 to 8 personnel at each clearance site. QA/QC operations will involve continuous monitoring of mine action operations and a representative sampling of cleared areas as specified by the RMAC – S in Basra.

SECTION C –STATEMENT OF WORK –

CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK - Continued

II. PART 2 - OPTION ITEM WORK

A. OBJECTIVE - OPTION ITEM WORK:

1. When ordered by the Contracting Officer in accordance with paragraph 9, "Option for Increased Work," of the Contract Terms and Conditions, Contractor shall clear all landmines and UXO within the West Qurna area. The location of this field can be found on the map in Section C, Attachment 1, within the following four grid coordinates.

QV 140010
QV 140230
QV 300010
QV 300230

2. West Qurna Oil Field is a rectangular section that is approximately sixteen (16) kilometers wide and twenty-two (22) kilometers long, or 352 square kilometers.
3. There are no known written surveys or other documentation indicating the condition of the West Qurna area.

B. STATEMENT OF WORK - OPTION ITEM WORK

1. Contractor shall provide all labor, supervision, security, tools, equipment, transportation, facilities, supplies, personnel accommodations, meals, safety and health resources, and all other resources required and necessary to conduct and complete survey and clearance of mines and unexploded ordnance of the West Qurna area.
2. All work by Contractor shall be in accordance with that specified in Part 1 - Base Contract Work; however, it shall be applicable to Contractor's work to clear West Qurna of mines and UXO. However, there is not any known written surveys or other documentation indicating the conditions and expectations of West Qurna.

**SECTION C –STATEMENT OF WORK - Continued
Attachment 1**

– National Mine Action Authority

**Brief Technical Report on the Landmine and Unexploded Ordnance
Contamination in the Southern Rumaila Oilfields, Iraq**

Dated 14 April 2004

This page is Attachment 1's cover sheet only. Attachment 1 follows



NATIONAL MINE ACTION AUTHORITY

**Brief technical report on the Landmine and Unexploded Ordnance
contamination in the Southern Ramaila Oilfields, Iraq**

Reconnaissance carried out 18th and 27th March 2004

Report Dated: 14 April 2004

Reference: LM/CF/0404

SECTION C –STATEMENT OF WORK –**CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK – Continued****Attachment 1 - continued**

DEFINITIONS AND DISCLAIMER

Definitions

Explosive Ordnance

1. For the purposes of this document, when referring to Explosive Ordnance (EO) the following definition is used:

“All munitions containing explosives, nuclear fission or fusion materials and biological and chemical agents. This includes bombs and warheads; guided and ballistic missiles; artillery, mortar, rocket and small arms ammunition; all mines, torpedoes and depth charges; pyrotechnics; clusters and dispensers; cartridge and propellant actuated devices; electro-explosive devices; clandestine and improvised explosive devices; and all similar or related items or components explosive in nature”

UNEXPLODED ORDNANCE (UXO)

2. For the purposes of this document, when referring to Unexploded Ordnance (UXO) the following definition is used:

“Explosive ordnance that has been primed, fuzed, armed or otherwise prepared for use or used. It may have been fired, dropped, launched or projected yet remains unexploded either through malfunction or design or for any other reason.

Explosive Ordnance Disposal (EOD)

3. For the purposes of this document, when referring to Explosive Ordnance Disposal (EOD) the following definition is used:

“The detection, identification, evaluation, render safe, recovery and disposal of UXO. EOD may be undertaken:

- a. As a routine part of mine clearance operations, upon discovery of the UXO.*
- b. To dispose of UXO discovered outside mined areas, (this may be a single UXO, or a larger number inside a specific area).*
- c. To dispose of explosive ordnance which has become hazardous by damage or attempted destruction.”*

Mine Clearance

4. For the purposes of this document, when referring to Mine Clearance the following definition is used:

“The clearance of mines and UXO from a specified area to a predefined standard”

SECTION C –STATEMENT OF WORK –**CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK – Continued****Attachment 1 - continued****Disclaimer**

5. Information contained within this report is based on reconnaissance carried out by representatives of the National Mine Action Authority (NMAA) on TWO separate occasions, 18th and 27th March 2004. On both of these dates, the NMAA team was accompanied by representatives of the Unexploded Ordnance (UXO) contractor in support of the Corps of Engineers (COE) Reconstruction of Iraqi Oil (RIO) project. These representatives, both Explosive Ordnance Disposal (EOD) technicians, had been working within the Ramaila oilfields, under COE direction, since April 2003 and had gained extensive first hand knowledge of the threat posed by Explosive Ordnance within the general area of concern. They provided marked maps of the general area, a CD containing grid references of Ramaila oilfield locations that they had visited, carried out work or had knowledge of EO hazards. However, their scope of work limited them to clearance in close proximity (a few tens or hundreds of meters) to specific oil installation pipelines, well heads etc, and did not include the total surface area of the oilfields. Also, they were limited to areas that posed an immediate threat to reconstruction and repair efforts being carried out by oilfield engineers. Consequently, they had specific knowledge in areas they had been tasked to survey, clear or mark and a general understanding of the threat in the overall oilfield area.
6. The aim of this NMAA reconnaissance, carried out as stated above, was to collect the best general technical information available at that time and to discuss with the COE EOD contractor, before departure at the end of their contract (believed to be early April 2004), gain an understanding of their areas of general concern, from an EO contamination perspective, based on their experience.
7. This reconnaissance was not a full technical survey of the EO hazards present in the Ramaila oilfields. Any information given in this document should not be construed as a full scope of work for any subsequent clearance operation. It is a general statement of the types of hazard that were observed as being present at the time and the general conditions under which these hazards exist.
8. Areas indicated on any associated maps or diagrams as contaminated should be assumed to be contaminated; however, areas not indicated as contaminated should be treated as dangerous areas, until confirmed as otherwise, and all necessary and appropriate safety measures should be taken to ensure the safety of all personnel and equipment entering these locations.

**BRIEF TECHNICAL REPORT ON THE LANDMINE AND
UNEXPLODED ORDNANCE CONTAMINATION
IN THE SOUTHERN RAMAILA OILFIELDS, IRAQ
RECONNAISSANCE CARRIED OUT 18TH AND 27TH MARCH 2004**

Introduction

9. Iraq has the second largest deposit of oil in the world. The majority of production is centred on the Ramaila oilfield, in Southern Iraq.
10. As a strategic national asset, the Ramaila oilfields, located west of Basra, in Southern Iraq, were heavily defended during the Gulf war of 1991 and again during the most recent conflict, in 2003. Additionally, the area of the Ramaila oilfields borders directly with Kuwait and as such, offers a significant line of advance for forces moving north and towards the strategic city of Basra. Consequently, there were significant military defences located within the Ramaila oilfields, which were subjected to various forms of attack, from both land and air weapon systems, during both conflicts.
11. Prior to being secured by advancing coalition forces, a number of wells and oilfield facilities were sabotaged by retreating Iraqi military and paramilitary elements of the former regime. These damaged or destroyed facilities have, in most cases, now been repaired or replaced.
12. A significant obstacle to the continuing repair, modernisation and general improvement of the Ramaila oilfield infrastructure is the presence of obvious Explosive Ordnance (EO). Coupled with this, is the high likelihood of additional areas containing EO, which are either not recorded or have yet to be discovered, such as buried caches of ammunition, sub-munition strike areas, minefields, etc.

Background

13. At the request of the Ministry of Oil, a small team from the Baghdad based National Mine Action Authority (NMAA), in cooperation with the Basra based Regional Mine Action Centre (RMAC), and arranged to carry out a brief reconnaissance of the Ramaila oilfields. This was achieved over two days, the first, on the 18th March 2004 was to establish the priorities and make initial contact with the technical representatives from the COE EOD contractor. The second, on the 27th March 2004 was to visit more locations within the oilfields and gain a better understanding of the general scope of the EO contamination problem. Photographs were taken to illustrate the general types of EO problems.

SECTION C –STATEMENT OF WORK –

CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK – Continued

Attachment 1 - continued

Aim

14. The aim of this report is to quantify the approximate size of what has been agreed as the Ramaila oilfield boundary, for the purposes of clearance requirements, to illustrate the types of EO hazards that are present, and to highlight suggested standards which may be used, if clearance operations are undertaken.

Explosive Ordnance (EO) Hazards

15. It is estimated, based on coordinates agreed with the representative of the MOI, that define the boundary of the Ramaila oilfields (for the purposes of clearance), that the area of interest is approximately 1284 (One thousand, two hundred and eighty-four) square kilometres (Km). The boundary as indicated, is 204 (Two hundred and four) Km in length. Within this specific area, there are a number of separate types of EO hazards. A map indicating this general area is at Annex A to this report.

- a. Within the boundary of the Ramaila oilfields, the known hazards are:
 - i. Landmines, both anti personnel (AP) and anti tank (AT), in specific areas. It is believed that there is between 15 – 30 km of mixed AP/AT minefields within the specified area.
 - ii. Sub munitions/bomblets.
 - iii. UXO
 1. Abandoned on battlefields;
 2. In field storage stockpiles and vehicles;
 3. Buried or partially buried in trenches and caches;
 4. In and around destroyed or partially destroyed buildings
 - iv. Booby traps (none were observed, but their presence should be considered)

16. Based on the available sources of data, there are:

- a. 57 Dangerous Areas identified on the Tactical Mine Field Data Base (TMFDB)

SECTION C –STATEMENT OF WORK –

CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK – Continued

Attachment 1 - continued

- b. 3 known Minefields, containing AP and AT mines
 - c. 42 known sub munition strike areas.
 - d. 4 UXO spot locations
 - e. 8 Dangerous Areas of unspecified hazards
17. Broadly speaking, the depth of clearance, and hence the type clearance that is required will depend on the intended use of the land and the type of EO present. This depth will vary, but generally, for M42 sub-munitions/bomblets, a planning figure of 30cm below the original surface is accepted, and for BLU 97s, a figure of 50cm is used. This depends also on the likelihood of items having penetrated to these depths.
18. A selection of photographs taken during these reconnaissance missions is at Annex B to this report, and illustrates the types of EO that are present in the area and the types of terrain likely to be encountered.
19. These EO hazards can be broadly categorized as follows:
- a. Items located on the current surface, such as some landmines, bomblets/sub-munitions, scattered ammunition, etc. These are currently visible and easily detected. This may also include ammunition lying on the surface or stockpiles and caches which are partially visible, with the bulk of the items sub surface in bunkers etc.
 - b. Items located under the current level of the surface, at a shallow depth, probably less than 13cm deep. These include landmines, bomblets/sub-munitions, scattered ammunition, etc. The vast majority are large metal content items, which are easily detected using modern metal detectors. There are some minimum metal content landmines, both anti personnel (AP) and anti tank (AT), which are generally laid in rows in defined areas. Using appropriate procedures, it should be possible to clear (and certify areas as clear) to a depth of at least 13cm below the original level of the surface of the land at that location. In certain areas, such as those containing or likely to contain landmines, a site survey will be needed to determine the appropriate depth of clearance at a particular site, given the type of EO likely to be encountered.

SECTION C –STATEMENT OF WORK –

CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK – Continued

Attachment 1 - continued

- c. Items located under the current surface, at a shallow depth, likely to be between 13cm and 50cm in depth. This will be the case for certain types of sub munitions/bomblets, which in soft ground may penetrate to a depth of up to 50cm. These items contain significant amounts of detectable metal and are relatively easily detected with appropriate modern metal detecting equipment.
 - d. Items located under the current surface, at a depth of more than 50cm. This will be the case for certain types of aircraft delivered conventional bombs, which may have penetrated to depths in excess of 9m, and unexploded artillery and mortar rounds. There may also be empty carrier projectiles, which have ejected their cargo and the containers have fallen to the ground and may now be buried, as a result of shifting sand or other movement. In such cases, where there is evidence of such EO items likely to be deeper than 50cm, a site survey will be required to determine the most appropriate way to proceed.
20. Depending on the specific EO hazard present, and the intended use of the area, it is recommended that the types of clearance required can be summarized as follows:
- a. Surface only, visual search, followed up where appropriate by:
 - b. Sub surface search, to 13cm below the original level of the surface (or another agreed depth, as appropriate)
 - c. Deep instrument search, if appropriate.

Ground Conditions

21. The majority of the ground observed during both of the reconnaissance days was generally level, sandy and well drained. There were areas where a hard rock like crust was present just below a soft sandy upper layer. It was felt that this crust would have been capable of preventing the majority of bomblets/sub munitions from penetrating too far into the ground. This was possibly the reason why the majority of these items were observed by the COE UXO contractor as being on the surface.
22. In some areas, there was evidence of extensive digging by the Iraqi military, possibly utilizing mechanical equipment, to prepare bunkers for the field storage of ammunition. These bunkers contained evidence of EO and in most cases, since the cessation of major hostilities, had been tampered with by the local population, which had broken open boxes, removes components of value to them, and extensively scattered broken ammunition, shells, cartridge cases, propellant, fuses etc in the general area.

SECTION C –STATEMENT OF WORK –**CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK – Continued****Attachment 1 - continued**

23. In some areas there was evidence of lagoons having been prepared by the oilfield companies, as temporary collection areas for recovered oil. It was made clear by the COE UXO contractor, that they believed these were searched prior to the oil being pumped into these large lagoons. Consequently, it would be impractical and inappropriate to assume that these were contaminated with EO and presented a significant hazard to operations. There would be no requirement to drain these and search them. There were also a small number of extensive water flooded areas containing destroyed and abandoned/dumped vehicles, mostly military in nature. These areas could be searched during the summer (dry) months, if the areas can be drained or dried out sufficiently to permit searching of the original surface. This may afford an opportunity for a contractor to remove these vehicles to a more appropriate location.
24. There are significant numbers of destroyed military vehicles within the overall boundary of the area agreed for clearance. These are a mixture of armored and soft skinned types. The majority of these armored vehicles appeared to be remnants from the 1991 conflict. These may still contain EO and should be searched and cleared as necessary. These vehicles should be moved a short distance from their current locations, to ensure there is no EO underneath them.
25. It should be remembered that any target, but particularly the armored vehicles, may have been attacked with ammunition containing Depleted Uranium (DU) and appropriate precautions must be taken during any clearance and subsequent disposal operations.
26. A Schonstedt metal detector (GA 72 Cd) was used in several areas to gain an understanding of the general level of metal contamination and the ability to locate buried metal objects in those specific conditions. Generally, the areas investigated were not heavily contaminated and the sand was relatively easy to excavate. In one area, some of the rocks on the surface of the hard crust of sand were detected by the metal detector and were easy to identify and remove. Once these rocks were removed, use of the detector was straightforward.
27. Near metal oil pipes, and other oilfield infrastructure systems, it was difficult to use this type of detector. However, alternative methods of appropriately searching these areas are available.

UXO types

28. In the areas in which the reconnaissance team was taken, the following types of EO were observed:

SECTION C –STATEMENT OF WORK –

CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK – Continued

Attachment 1 - continued

- a. Landmines:
 - i. PMN/Type 58 AP
 - ii. Valmara V69 Bounding Fragmentation AP
 - iii. VS 1.6 and possibly VS 2.2 AT
- b. UXO
 - i. M42 sub munitions
 - ii. Evidence of BLU 97 sub munitions
 - iii. Ammunition caches containing serviceable artillery, tank and infantry ammunition, ranging from small arms ammunition, RPGs, hand grenades, projectiles (ranging from 37mm – 155mm);
 - iv. Destroyed buildings containing infantry, artillery and tank ammunition that had been subjected to fire and explosion.

29. There were no non-conventional ammunition natures observed and the clearance and destruction of those items observed would not present an undue burden on a competent clearance agency appropriately staffed, trained and equipped.

Clearance recommendations

30. It is recommended that:
- a. An appropriate clearance organization is selected to carry out clearance of the area contained within the agreed boundary of the Ramaila Oilfields, as defines on the map at Annex A to this report.
 - b. The entire 1283 square kilometer area is subjected to some form of clearance, such that there will be a high degree of confidence by the end user that all Explosive Ordnance (EO) has been located and destroyed or removed and subsequently disposed of, within the agreed parameters.
 - c. Quality Assurance/Quality Control (QA/QC) is managed by the National Mine Action Authority (NMAA) QA/QC organization. This includes the formal accreditation, in accordance with NMAA guidelines, of any contractors or sub contractors that are selected to carry out any clearance activities.

SECTION C –STATEMENT OF WORK –

CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK – Continued

Attachment 1 - continued

- d. The depth of clearance is to be agreed between the end user, the contractor and the Quality Assurance/Quality Control Director / Senior Advisor of the NMAA, commensurate with the threat, general conditions and likely land use after clearance.
- e. All military positions are to be searched, cleared and the area is subsequently restored to its original condition. This includes the removal of all EO and associated debris, non explosive scrap etc. A suitable location within the Ramaila oilfields, in which to deposit the scrap will have to be agreed between the contractor and the Ministry of Oil.
- f. All military wire fences marking mined areas should be removed and deposited at the agreed scrap collection site, once the area has been cleared and accepted by QA/QC.
- g. All abandoned vehicles, both military and civilian, within the Ramaila oilfield boundary, should be searched, cleared (if necessary), marked as clear, and moved by the contractor to a suitable collection site for transportation to an EO free scrap collecting area. To achieve this, the contractor must provide their own heavy lifting and transportation equipment.
- h. All Open Burning/Open Detonation (OB/OD) must be coordinated by the contractor with the relevant Coalition Military Officer(s) responsible for giving such clearance. The contractor should be responsible for providing, storing, securing and managing their own supplies of demolition explosives and accessories.
- i. It should be clearly understood that clearance will be carried out within specific agreed parameters. Once clearance has taken place, and been accepted by the NMAA QA/QC organization as conforming to the agreed acceptance criteria, liability for any residual hazard passes to the Ministry of Oil. If land use is changed, such as would be the case if major excavation was required in an area that have been cleared to a lesser depth than is subsequently deemed necessary, then additional clearance should be considered, as a separate contract.
- j. The security of the contractor's personnel and equipment should be the responsibility of the contractor, and sufficient means to cover this must be included in any agreement.

SECTION C –STATEMENT OF WORK –

CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK – Continued

Attachment 1 - continued

Summary

31. The area of concern is known and is clearly defined. It covers approximately 1283 square kilometres.
32. There are a number of known dangerous areas within the Ramaila oilfields, but the vast majority of land is believed to be free from Explosive Ordnance.
33. Clearance, to an agreed standard, monitored by the NMAA QA/QC organisation is achievable within 12 months from contract placement

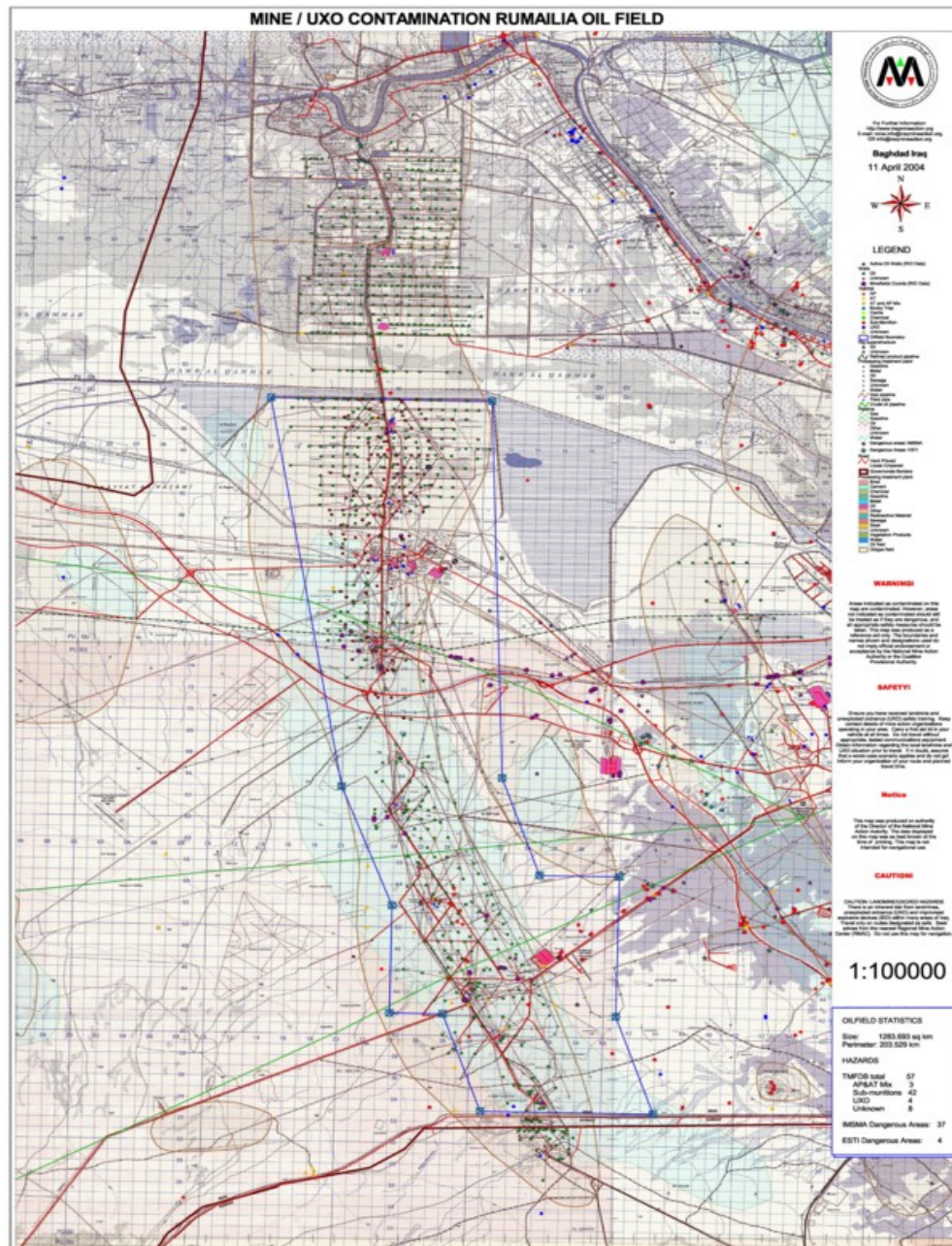
**SECTION C –STATEMENT OF WORK –
CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK –
Attachment 1 - National Mine Action Authority - Continued**

Brief Technical Report on the Landmine and Unexploded Ordnance Contamination in the Southern Rumaila Oilfields, Iraq

Dated 14 April 2004

Annex A to
LM/CH 04/04
Dated 8th Apr 04

MAP INDICATING THE BOUNDARY OF THE RAMAILA OILFIELDS 2004



**SECTION C –STATEMENT OF WORK –
CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK –
Attachment 1 - National Mine Action Authority - Continued**

**Brief Technical Report on the Landmine and Unexploded Ordnance Contamination in the
Southern Rumaila Oilfields, Iraq**

Dated 14 April 2004

Annex B to
LM/CH 04/04
Dated 8th Apr 04

**PHOTOGRAPHS TAKEN DURING THE RECONNAISSANCE TO ILLUSTRATE
THE TYPES OF EXPLOSIVE ORDNANCE LIKELY TO BE ENCOUNTERED IN THE
RAMAILA OILFIELDS**



General view of typical terrain

**SECTION C –STATEMENT OF WORK –
CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK –
Attachment 1 - National Mine Action Authority - Continued**

**Brief Technical Report on the Landmine and Unexploded Ordnance Contamination in the
Southern Rumaila Oilfields, Iraq**

Dated 14 April 2004



M42 bomblet/submunition on surface

**SECTION C –STATEMENT OF WORK –
CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK –
Attachment 1 - National Mine Action Authority - Continued**

**Brief Technical Report on the Landmine and Unexploded Ordnance Contamination in the
Southern Rumaila Oilfields, Iraq**

Dated 14 April 2004



Scattered ammunition

**SECTION C –STATEMENT OF WORK –
CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK –
Attachment 1 - National Mine Action Authority - Continued**

**Brief Technical Report on the Landmine and Unexploded Ordnance Contamination in the
Southern Rumaila Oilfields, Iraq**

Dated 14 April 2004



Trench position near minefield

**SECTION C –STATEMENT OF WORK –
CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK –
Attachment 1 - National Mine Action Authority - Continued**

**Brief Technical Report on the Landmine and Unexploded Ordnance Contamination in the
Southern Rumaila Oilfields, Iraq**

Dated 14 April 2004



Marking for mined area

**SECTION C –STATEMENT OF WORK –
CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK –
Attachment 1 - National Mine Action Authority - Continued**

**Brief Technical Report on the Landmine and Unexploded Ordnance Contamination in the
Southern Rumaila Oilfields, Iraq**

Dated 14 April 2004



Mined area – AT mines clearly visible

**SECTION C –STATEMENT OF WORK –
CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK –
Attachment 1 - National Mine Action Authority - Continued**

**Brief Technical Report on the Landmine and Unexploded Ordnance Contamination in the
Southern Rumaila Oilfields, Iraq**

Dated 14 April 2004



AFV in fighting position – possible DU contamination

**SECTION C –STATEMENT OF WORK –
CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK –
Attachment 1 - National Mine Action Authority - Continued**

**Brief Technical Report on the Landmine and Unexploded Ordnance Contamination in the
Southern Rumaila Oilfields, Iraq**

Dated 14 April 2004



Destroyed AFV – possibly EO remaining inside/scattered around

**SECTION C –STATEMENT OF WORK –
CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK –
Attachment 1 - National Mine Action Authority - Continued**

**Brief Technical Report on the Landmine and Unexploded Ordnance Contamination in the
Southern Rumaila Oilfields, Iraq**

Dated 14 April 2004



Destroyed building with scattered ammunition inside and around

**SECTION C –STATEMENT OF WORK –
CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK –
Attachment 1 - National Mine Action Authority - Continued**

**Brief Technical Report on the Landmine and Unexploded Ordnance Contamination in the
Southern Rumaila Oilfields, Iraq**

Dated 14 April 2004



Scattered ammunition from former field storage building

**SECTION C –STATEMENT OF WORK –
CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK –
Attachment 1 - National Mine Action Authority - Continued**

**Brief Technical Report on the Landmine and Unexploded Ordnance Contamination in the
Southern Rumaila Oilfields, Iraq**

Dated 14 April 2004



Lagoon of oil

**SECTION C –STATEMENT OF WORK –
CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK –
Attachment 1 - National Mine Action Authority - Continued**

**Brief Technical Report on the Landmine and Unexploded Ordnance Contamination in the
Southern Rumaila Oilfields, Iraq**

Dated 14 April 2004



Lagoon of water containing vehicles

SECTION C –STATEMENT OF WORK –

CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK – Continued

Attachment 2 - National Mine Action Authority - Accreditation

**SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK
Attachment 2**

Following this page are the documents identified below.

- Memorandum for Record dated May 18, 2004, Subject: "Accreditation of Mine Action Organizations," pages numbered C-32 and C-33
- Annex A (References) to Memorandum for Record Dtd: May 18, 2003, page number C-34
- Annex B (Accreditation) to memorandum for Record, Dtd: May 18, 2003; Accreditation Application documentation, consisting of pages numbered C-35, and Application pages 1 through 13. This is the Accreditation Application itself which is to be completed and submitted by Contractor. Contractor may add additional pages as necessary; however, if doing so, please number all pages and do so in a manner that the reader can tell how many total pages there are. If necessary, provide a table of contents or index.

This page is Attachment 2's cover sheet only.

SECTION C –STATEMENT OF WORK –

CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK –

SECTION C –STATEMENT OF WORK - CLEARANCE OF RUMAILA OIL FIELD - Continued

Attachment 2 - National Mine Action Authority Accreditation - Continued

May 18, 2003

Memorandum for Record

Subject: Accreditation of Mine Action Organizations

1. Scope: This memorandum outlines interim authority policies and defines accreditation procedures and requirements for organizations wishing to engage in humanitarian mine action (HMS) within the territorial boundaries of Iraq.
2. Purpose: This memorandum provides operational guidance and organizational direction to demining organizations [non-government Organizations (NGOs), commercial firms, and International Organizations (IO)] entering Iraq to conduct mine/Unexploded Ordnance (USO) clearance operations.
3. Intent: The intent of these procedures is to establish and confirm the quality of demining organizations, particularly those with specialist capabilities such as mine detection dogs or mechanical clearance equipment.
4. Applicability: This memorandum applies to all organizations (private or commercial) entering the territorial boundaries of Iraq for the purpose of mine, UXO and explosive remnants of war (ERW) mitigation, education and destruction. This accreditation process will also apply to organizations involved in quality assurance and post clearance quality control.
5. Policies governing Iraq's mine action program:
 - a. All organizations will coordinate/register their planned support for mine action through the National Mine Action Agency - Baghdad.
 - b. Copies of organizational supporting documents (CVs, training certificates, etc.) will be submitted electronically or in hard copy when requesting accreditation and authorization to conduct operations in Iraq.
 - c. Personal CVs will be submitted for all personnel requiring certification to draw, transport, use and store explosives and associated munitions.
6. Administrative procedures for gaining national accreditation to conduct demining operations in Iraq:
 - a. Submit application for accreditation to the National Mine Action Agency (NMAA) - Baghdad (Attn: Accreditation Office).
 - b. Provide supporting documentation and SOPs with application.
 - c. If a joint venture is planned/proposed, all participating mine action organizations will submit required information.
 - d. Project financial data will be given in US Dollars (\$ USD) unless otherwise requested.

SECTION C –STATEMENT OF WORK –

CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK –

SECTION C –STATEMENT OF WORK - CLEARANCE OF RUMAILA OIL FIELD - Continued

Attachment 2 - National Mine Action Authority Accreditation - continued

Memorandum for Record

Subject: Accreditation of Mine Action Organizations (dtd: May 18, 2003)

7. Application for Accreditation - See Annex B (Application).
8. Please direct questions or concerns regarding this memorandum to the National Mine Action Authority (NMAA), Attn: Administrative Manager, Baghdad, Iraq.

Daniel H. Layton
Senior CPA Advisor
NMAA/IMAC

Annex:

A - References
B - Applications

SECTION C –STATEMENT OF WORK –

CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK –

SECTION C –STATEMENT OF WORK - CLEARANCE OF RUMAILA OIL FIELD - continued

Attachment 2 - National Mine Action Authority Accreditation - continued

Annex A (References) to Memorandum for Record Dtd: May 18, 2003

The following documents, when referred to in the text of this memorandum, form part of the provisions of this process.

- a. ISO 9001:2000 Quality Management;
- b. IMAS 04.10 Glossary of demining terms;
- c. IMAS 07.30 Accreditation.

This document with references is intended to enhance, facilitate and meet international mine action standards (IMAS) coordinated and published by the UN Mine Action Service (UNMAS).

SECTION C –STATEMENT OF WORK –

CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK –

SECTION C –STATEMENT OF WORK - CLEARANCE OF RUMAILA OIL FIELD - continued

Attachment 2 - National Mine Action Authority Accreditation - continued

Annex B (Accreditation) to Memorandum for Record, Dtd: May 18, 2004-05-06

Accreditation application documentation.

The application documentation following this page is a “stand alone document.”

Iraq Mine Action Program

Project Reference:

Name of Mine Action Organization Applying for Accreditation

Notes to applicants:

1. Please answer all questions.
2. Please reply in the following format.
3. Please retain a copy of your complete submission (for your records).
4. If a joint venture is proposed, all participating organizations are to submit required information.
5. Project financial data is to be given in US Dollars (\$ USD) unless otherwise requested.
6. Attach verification of insurance for operations you are applying.
7. Submit copies of Standard Operating Procedures for applicable areas of accreditation.

Layout of Document:

1.

Section	Subject
Pre	Title Page and Notes
1	Structure and Organization
2	Financial Statement
3	Joint Venture Information
4	Resources – Personnel
5	Resources - Equipment and Facilities
6	Resources – Other
7	Experience – Geographical and Relevant Projects
8	Experience – Ongoing Relevant Projects
9	Accident Record
10	Other Information

Note: Accreditation process consistent with International Mine Action Standards (IMAS)

SECTION C –STATEMENT OF WORK –**CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK –****SECTION C –STATEMENT OF WORK - CLEARANCE OF RUMAILA OIL FIELD Continued****Attachment 2 - National Mine Action Authority Accreditation - continued**

Structure and organization

1.1. Mine action organization details

Name of Mine Action Organization:	
Mailing Address:	
Telephone:	
FAX:	
E Mail:	
Website URL:	
Registered Address:	
Charity Registration Number: <i>(For NGOs)</i>	
National Mine action organization Registration Number: <i>(For commercial organizations)</i>	

1.2.

Check applicable areas for which you are requesting accreditation.		
☐	Manual Demining	☐ Explosive Ordnance Disposal
☐	Mine Detection Dogs	☐ Explosive Remnants of War / Battle Area Clearance
☐	Mechanical Clearance	☐ Mine Risk Education
☐	Open Burn Open Detonation	☐ Mine Victims Assistance

1.3. Organizational structure

(Please insert details and organizational diagram).

1.4. Proposed in-country representation

(Please include details of proposed mine action organization structure in-country, including arrangements for sub-contractors or joint ventures).

(Do not include full details of Joint Venture organizations. Complete Section 3 with this information).

SECTION C –STATEMENT OF WORK –**CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK –****SECTION C –STATEMENT OF WORK - CLEARANCE OF RUMAILA OIL FIELD Continued****Attachment 2 - National Mine Action Authority Accreditation - continued****1.5. Technical information**

AREA	DETAILS
Years Experience in Mine Action:	
Specialized Areas	
Explosive Ordnance Disposal:	
Manual Demining:	
Mine Detection Dogs:	
Mechanical Assistance:	
Mine Risk Education:	
Others	

1.6. Project management capability

(Explain the organization's background capability and methodology for project management).

1.7. Standing Operating Procedures (SOP)

(Attach a copy of the mine action organizations SOPs relevant to this project. List those attached below)

1.8. Logistic planning procedures

(Explain the organizations policy and methodology for logistical planning. This should include details of procurement, equipment evaluation, maintenance and repair schedules).

SECTION C –STATEMENT OF WORK –**CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK –****SECTION C –STATEMENT OF WORK - CLEARANCE OF RUMAILA OIL FIELD Continued****Attachment 2 - National Mine Action Authority Accreditation - continued****1.9. Quality management policy**

(Please explain and provide evidence of the organization's quality management policy and procedures).

1.10. Safety and occupational health

(Describe and provide evidence to support the organization's safety and occupational health policy).

1.11. Associated organizations

(This should not include details of Joint Venture proposals, as this is included in Section 3).

INPUT INTO THIS PROJECT:	
RELATIONSHIP: <i>(Subsidiary, Parent, Other)</i>	
Name of Mine Action Organization:	
Speciality / Activity:	
Mailing Address:	
Telephone:	
FAX:	
E Mail:	
Website URL:	
Registered Address:	
Charity Registration Number: <i>(For NGOs)</i>	
National Company Registration Number: <i>(For commercial organizations)</i>	

SECTION C –STATEMENT OF WORK –**CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK –****SECTION C –STATEMENT OF WORK - CLEARANCE OF RUMAILA OIL FIELD Continued****Attachment 2 - National Mine Action Authority Accreditation - continued****1.12. Existing accreditation's**

ISO:	
National:	
National Mine Action Authorities: <i>(List current accreditation with other NMAA)</i>	
Other:	

2. Financial Statement**2.1. Capital (USD \$)**

Capital:	
Authorized:	
Issued:	

2.2. Annual value of recent mine action work (USD \$K)

PROJECT	NMAA	CURRENT YEAR	2002	2001	2000	1999	1998	REMARKS

2.3. Mine action organization accounts

(Please attach copies of the Mine action organization Accounts for the three previous financial years. These should include the Profit/Loss Account and Assets/Liabilities Analysis. List all attachments below).

SECTION C –STATEMENT OF WORK –**CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK –****SECTION C –STATEMENT OF WORK - CLEARANCE OF RUMAILA OIL FIELD Continued****Attachment 2 - National Mine Action Authority Accreditation - continued****2.4. Bankers references**

(Please list name and address of bankers from whom references can be obtained).

2.5. Litigation record

Please provide the organization's history of litigation or arbitration from contracts executed in the last six years or currently under execution. Please indicate for each case year, name of employer, cause of litigation, matter in dispute, disputed amount and whether the award was for or against the organization.

2.6. Insurance

Please provide details of insurance coverage, for both staff life, medical and third party liability insurance. If self-insured, then provide financial evidence).

3. Joint Venture Proposals

(If the organization intends to enter into a joint venture for the project, please provide the following information, otherwise state "not applicable").

3.1. Details of organization

Name of Mine Action Organization:	
Speciality / Activity:	
Mailing Address:	
Telephone:	
FAX:	
E Mail:	
Website URL:	
Registered Address:	
Charity Registration Number: <i>(For NGOs)</i>	
National Company Registration Number: <i>(For commercial organizations)</i>	

SECTION C –STATEMENT OF WORK –**CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK –****SECTION C –STATEMENT OF WORK - CLEARANCE OF RUMAILA OIL FIELD** Continued**Attachment 2 - National Mine Action Authority Accreditation - continued****3.2. Bankers references**

(Please list name and address of bankers from whom references can be obtained).

3.3. Litigation record

Please provide the organization's history of litigation or arbitration from contracts executed in the last six years or currently under execution. Please indicate for each case year, name of employer, cause of litigation, matter in dispute, disputed amount and whether the award was for or against the organization.

4. Resources - personnel**4.1. Staff numbers**

(Please indicate the number of staff in each location for the organization. Projects may be listed by country for ease of compilation).

LOCATION	MANAGEMENT	TECHNICAL	ADMINISTRATION	REMARKS
Headquarters:				
Project? (International):				
Project? (Indigenous):				
TOTAL				

4.2. Management experience

(Describe the formal qualifications and experience of the HQ management team and list membership of relevant, recognized professional institutes or bodies).

POSITION	NAME	QUALIFICATIONS	EXPERIENCE
CEO / MD			
Operations Manager			
Quality Manager			
Safety Manager			

4.3. Proposed project personnel

(Describe the formal qualifications and experience of the HQ management team and list membership of relevant, recognized professional institutes or bodies).

POSITION	NAME	QUALIFICATIONS	EXPERIENCE <i>(Include previous contracts)</i>
Project Manager			
Technical Advisor			
Quality Manager			
Safety Manager			

SECTION C –STATEMENT OF WORK –**CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK –****SECTION C –STATEMENT OF WORK - CLEARANCE OF RUMAILA OIL FIELD Continued****Attachment 2 - National Mine Action Authority Accreditation - continued****4.4. Management training programs**

(Describe and provide evidence to support any organizational management training programs).

4.5. Employee skills development programs

(Describe and provide evidence to support the organization's employee skills development programs).

5. Resources - equipment and facilities

(On the basis of the information provided in the pre-qualification documents please indicate the demining equipment and facilities considered by the organization to be necessary for undertaking the project. Indicate whether this is already in the mine action organization's ownership or will be purchased or hired).

6. Resources - other

(If it is foreseen that any part of the contract will be sub-contracted, state the type of work to be undertaken by the sub-contractor(s) and, if known, give the name and address of the sub-contractor(s) to be used).

Name of sub-contractor:	
Speciality / Activity:	
Mailing Address:	
Telephone:	
FAX:	
E Mail:	
Website URL:	
Registered Address:	
Charity Registration Number: <i>(For NGOs)</i>	
National Mine action organization Registration Number: <i>(For commercial organizations)</i>	

SECTION C –STATEMENT OF WORK –**CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK –****SECTION C –STATEMENT OF WORK - CLEARANCE OF RUMAILA OIL FIELD Continued****Attachment 2 - National Mine Action Authority Accreditation - continued**

7. Experience - geographical and projects

(List all countries in which work similar to this project has been undertaken)

(The name of the Contracting / Donor Party and Fund Reference MUST be included in the Remarks column):

COUNTRY	PROJECT	YEAR	VALUE (USD \$)	REMARKS

SECTION C –STATEMENT OF WORK –**CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK –****SECTION C –STATEMENT OF WORK - CLEARANCE OF RUMAILA OIL FIELD** Continued**Attachment 2 - National Mine Action Authority Accreditation - continued**

8. Experience - ongoing relevant projects

(List all countries in which work similar to this project has been undertaken):

COUNTRY	PROJECT	YEAR	VALUE (USD \$)	REMARKS

SECTION C –STATEMENT OF WORK –**CLEARANCE OF RUMAILA OIL FIELD & OPTION ITEM WORK –****SECTION C –STATEMENT OF WORK - CLEARANCE OF RUMAILA OIL FIELD Continued****Attachment 2 - National Mine Action Authority Accreditation - continued**

9. Accident record

(List the number of demining incidents/accidents that the organization have been involved in since the incorporation of the organization. This should also include details of any accidents that staff were involved in prior to working for the current organization). (FAILURE TO COMPLETE THIS ACCURATELY WILL SERIOUSLY PREJUDICE THE ORGANIZATION'S ACCREDITATION APPLICATION). (Supporting documentation would be appreciated)

ORGANIZATION / STAFF MEMBER	YEAR	COUNTRY	FATALITIES	INJURIES	BRIEF DESCRIPTION

10. Other information

(Please add any further information, which you consider relevant to the evaluation of your application. If you wish to attach any other documents please list below).

Section D - Contract Terms and Conditions

1. **CONTRACT AUTHORITY.** This Contract is entered into under the authority of the Administrator as head of the Coalition Provisional Authority (CPA), which is temporarily exercising governmental authority in Iraq pursuant to the law and usages of war and relevant United Nations Security Council Resolutions, including Resolution 1483 (2003) ("Coalition") and by the successful Offeror ("Contractor").

The Contractor hereby recognizes that a transfer of authority (TOA) from the Coalition Provisional Authority (CPA) to the interim Iraqi Governing Council is scheduled to take place June 30, 2004. Furthermore, the Contractor recognizes that upon the TOA on June 30, 2004, or upon any later TOA date if delayed, the CPA is dissolved. The CPA, U.S. Government or Coalition Government will not be liable to the Contractor for any performance undertaken after the TOA. The Contractor hereby waives any claims and rights it now has or may have in the future against the CPA, U.S. Government or Coalition Governments in connection with this Contract. The interim Iraqi Governing Council may but is not obligated to be bound to the obligations of the CPA before the TOA with respect to performance undertaken after the TOA. The interim Iraqi Governing Council may but is not obligated to ratify all previous actions taken by the CPA and agree to be bound with the same force and effect as if the action had been undertaken the interim Iraqi Government. If the interim Iraqi Governing Council undertakes any obligations under this Contract, the CPA recognizes the interim Iraqi Government as its successor in interest with respect to any such obligations. All payments and reimbursements previously made by the CPA to the Contractor and all other previous actions taken by the CPA under this Contract shall be considered to have discharged those parts of the CPA's obligations under this Contract. The Contractor agrees that the CPA, the U.S. Government, or any Coalition Government is not obligated to pay or reimburse the Contractor, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising from the TOA. Nothing herein shall be construed as a waiver of any rights the CPA, U.S. Government, or a Coalition Government may have against the Contractor

SECTION D – CONTRACT TERMS AND CONDITIONS – Continued

- 2. Contract Performance Period and Milestones Schedule.** Time is of the essence for the performance and completion of this Contract. Contractor shall perform and complete this Contract in accordance with the below schedule.

<u>Milestone</u>	<u>Completion Time</u>
i. Submit completed application to Obtain National Mine Action Authority (NMAA) Accreditation.	i. Not later than 3 calendar days after date of Contract award.
ii. Obtain NMAA Accreditation.	ii. Not later than 60 calendar days after date of Contract award.
iii. Complete Contract Line Item 001, exclusive of NMAA Accreditation.	iii. Not later than 120 calendar days after Contract award, or not later than 60 calendar days after Contractor's receipt of its NMAA accreditation, whichever is the earliest. However, see Section C, Statement of Work, subparagraph I.C.2 therein.
iv. Complete Contract Line Item 002, inclusive of final inspections and final acceptance of this CLIN.	iv. Not later than 365 calendar days after Contract award.
v. Complete Contract Line Item 005, Option Item, if option is exercised, inclusive of final inspections and final acceptance of this CLIN.	v. Not later than 180 calendar days after the date option is exercised.
vi. Complete Contract Line Item 004 (a) If Option not exercised: (b) If Option is exercised:	vi. Complete Contract Line Item 004 (a) Not later than 425 calendar days after Contract award (this equates to not later than 60 calendar days after Milestone iv., above (b) Not later than 60 calendar days after acceptance of CLIN 005.

3. Inspection/Acceptance.

- a. The Contractor shall only tender for acceptance those items that conform to the requirements of this Contract. The Contracting Officer reserves the right

SECTION D – CONTRACT TERMS AND CONDITIONS – Continued

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:

- (1) Within a reasonable time after the defect was discovered or should have been discovered, and
 - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- b. Work will be deemed acceptable for each of the Contract Line Items identified in Section B, Schedule of Prices, in accordance with the following criteria
- (1) Contract Line item No. 001, Completion of Mobilization. This item shall be deemed acceptable after the Contracting Officer has received verification that all of the below are completed. The intent being, Contractor's primary efforts are the performance of CLIN 002.
 - (a) Contractor's on-site facilities (i.e., "Base Camp") are installed, and that all services, programs, and plans are in place to safely and otherwise satisfactorily accommodate, feed, house, equip, train, manage, and supervise all Contractor's personnel, inclusive of subcontract at any level;
 - (b) All quality assurance plans are approved and are in effect;
 - (c) Medical, safety, and first-aid plans, procedures, equipment, supplies, materials, and/or arrangements are approved and are in effect;
 - (d) All labor, supervision, management, procedures, equipment and any and all other resources required to safely conduct the actual assessment and clearance of mines and unexploded ordnance are in place; and
 - (e) Contractor has otherwise completed all work required and is otherwise ready to immediately commence with site assessment without having to supervise and manage mobility and setup of the base camp, and any program and plan to perform the work.
 - (2) Contract Line Item No. 002, Completion of Clearance Operations. This item shall be deemed acceptable after Contracting Officer

SECTION D – CONTRACT TERMS AND CONDITIONS – Continued

receives documentation from the Southern Oil Company that Contractor has cleared all mines and UXO from a depth of not less than twelve inches and has otherwise completed all clearance operations in accordance with this Contract, inclusive of all documentation requirements.

- (3) Contract Line Item 003, Additional Teams. This item shall be deemed acceptable after Contracting Officer receives from the Southern Oil Company documentation indicating that teams additional to those for the performance of Contract Line Item No. 002 were required and provided.
 - (4) Contract Line Item 004, Site Demobilization and Clean-up. This item shall be deemed acceptable after the Contracting Officer receives documentation from the Southern Oil Company indicating that the Contractor's facilities, equipment, and labor have left the site of work, and the site has been restored to a condition equal to, or better than initially provided to the Contractor for its use during the performance of this Contract. If the option is exercised for clearance of the West Qurna Oil Field this work will take place after the option work has been completed and accepted.
 - (5) Contract Line Item 005, Option Work – Clearance of the West Qurna Oil Field. If the option is exercised for this work, the acceptance criteria shall be the same as that indicated above for Contract Line Item 002, however, applied to this oil field.
 - (6) Contract Line Item 006, Option Work, Additional Team(s). If the option is exercised for this work, the acceptance criteria used for CLIN 003 shall be applied to this work.
- 4. **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.
 - 5. **Changes.** Changes in the terms and conditions of this Contract may be made only by written agreement of the parties.
 - 6. **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

SECTION D – CONTRACT TERMS AND CONDITIONS – Continued

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.

7. **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.
8. **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. The quantity, unit of measure, unit price, and extended price of the services completed in accordance with this Contract for each contract line item number in which payment is being requested. In those instances where there is not a unit price, and progress payments are authorized, a percent shall be the unit of measure (e.g., 50%) and shall accurately represent the quantity of work completed and agreed to by the COR as having been provided and is acceptable. See paragraph 11, "Payments," for further requirements of a proper invoice.
 - e. Documents indicated in Sections B and D that are to be attached to the invoice, if any.
 - f. Terms of any discount, inclusive of terms relative to prompt payment offered.

SECTION D – CONTRACT TERMS AND CONDITIONS – Continued

- g. Name, title, business address, business email, and phone number of person(s) to notify in event of defective notice.
- 9. **Patent Indemnity.** The Contractor shall indemnify the Government agency involved in this Contract and its officers, employees, contractors and their subcontractors at any level, consultants, 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.
- 10. **Option for Increased Work.** This Contract includes work identified in Section B, "Schedule of Prices" as Option Item, Contract Line Items Numbered 005 and 006 which are for the demining and clearance of unexploded clearance of the West Qurna Oil Field. The Contracting Officer may require the performance of these line items in the quantity and at the prices stated in Section B. The Contracting Officer may exercise the option by written notice to the Contractor (i) at time of Contract award, or (ii) at any time during the first 180 calendar days from the date of Contract award. The exercise of this option after the date of Contract award shall be unilateral, and by either a modification to this Contract or by letter signed by the Contracting Officer. Performance of the Option Items shall be in accordance with the Section C, Statement of Work.
- 11. **Payment.**
 - a. Payment to the Contractor of the Contract price shall be in accordance with this provision and Section B, Schedule of Prices.
 - b. In accordance with Section B – Schedule of Prices, paragraph A, "Contract Type and Compensation," Progress payments, partial payments, and a lump sum payment are authorized. To receive payment Contractor shall submit an invoice indicating this Contract Number, CLIN, and the payment amount being requested and as authorized by Section B and this Payment provision. In addition, for those CLINs in which partial payment and progress payment is being requested, attach to each invoice a completed "Request for Progress Payment," and "Request for Partial Payment," forms, as applicable, and other data as identified by this provision. Blanks of these forms will be provided to the Contractor within 15 calendar days after Contracting Officer's approval of the Schedule of Values. This Schedule of Values is described further in this Payment provision and is applicable only to those CLINs in which progress payments are authorized. Payment of the lump sum amount is to be submitted directly on the invoice.

SECTION D – CONTRACT TERMS AND CONDITIONS – Continued

- (1) Progress Payments are authorized for CLIN 001, 002, and if the option is exercised, CLIN 005. Progress payments will be made monthly for each CLIN as work proceeds or at more frequent intervals and in amounts approved solely by the Contracting Officer, when requested by Contractor, and under the following conditions.
 - (a) The gross progress payment amount of each CLIN shall be based on an estimate of the work accomplished (for each CLIN) which meets the standards of quality established under this Contract as verified by the Contracting Officer's Representative (COR) at the site of work and as approved by the Contracting Officer. The estimate of the work accomplished shall be stated as a percent.
 - (b) Prior to submission of its invoice requesting a progress payment, Contractor's authorized representative and COR shall meet and reach an agreement of the total amount of progress stated as a percent of the CLIN's total amount stated in Section B, "Schedule of Prices." This percent of progress is subject to the Contracting Officer's approval. The meeting between Contractor and COR shall not be later than ten (10) calendar days prior to the date in which Contractor submits its invoice requesting progress payment to the Contracting Officer. The results of this agreement shall be indicated on the Monthly Schedule of Values Report. [See subparagraph (g) below].
 - (c) From this amount, there shall first be deducted a retention of ten percent (10%), and from this subtotal there shall be deducted the total amount of all previously approved net payment amounts which shall result in a net amount due.
 - (d) Retention shall be released after all work required by this Contract has been accepted. The release of retention is considered the final payment. Contractor shall submit an invoice for this retention amount and such request shall be a part of the final invoiced amount and subsequently a portion of the final payment.
 - (e) The progress payment amount requested by Contractor shall be in accordance with a Schedule of Values and a Monthly

SECTION D – CONTRACT TERMS AND CONDITIONS – Continued

Schedule of Values Progress Report. [See subparagraphs (f) and (g) immediately below]. This amount is a gross amount from which the above described retention will be taken.

- (f) Schedule of Values: Not later than 45 days prior to the submission of Contractor's first request for progress payment, Contractor shall submit to the COTR and Contracting Officer, in writing, a Schedule of Values for each CLIN subject to progress payments. This Schedule of Values shall correlate to the performance schedule, is subject to approval by the Contracting Officer, shall be a document that identifies the various significant tasks that can be measured for the purposes of determining progress, and a known price can be determined for the purposes of determining the value of that progress for payment purposes. The Contracting Officer, COR, and Contractor will work cooperatively on the development of this Schedule of Values; however, this Schedule is subject to approval of the Contracting Officer and Contractor shall not be entitled to any adjustment of any kind whatsoever for the preparation, development, and subsequent submittal to the Contracting Officer for approval. No progress payments shall be authorized prior to the Contracting Officer's approval of this Schedule of Values.
- (g) Monthly Schedule of Values Progress Report: This report shall be attached to the Contractor's invoice or Request for Progress Payment and it shall identify the work completed during the month and the value of that work in accordance with the approved Schedule of Values. This report shall be the result of the Contractor's and COR's agreement described in subparagraph 11 b (1) (b) above. No progress payments shall be authorized prior to the Contractor's submission of this Monthly Schedule of Values Progress Report to the Contracting Officer and COR.
- (h) Retention: If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer may authorize payment to be made in full, without retention. However, if satisfactory progress has not been made, the Contracting Officer may retain an additional amount, sufficient to protect the interests of the Southern Oil Company and/or the Ministry of Oil until satisfactory progress is achieved. When the work is substantially

SECTION D – CONTRACT TERMS AND CONDITIONS – Continued

complete, the Contracting Officer may continue to retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Southern Oil Company and/or the Ministry of Oil and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate CLIN, payment shall be made for the completed work without retention of a percentage.

- (i) Title, liability, and reservation of rights: All material, equipment, and work covered by progress payments made shall, at the time of payment, become the sole property of the Ministry of Oil, or the Coalition Provisional Authority, or any replacement of these agencies. Upon final acceptance of all work title shall revert back to the Contractor. This transfer of title shall not relieve the contractor from the sole responsibility for all materials, equipment, and work upon which payments have been made or the restoration of any damaged work; or waiving the right of the Contracting Officer, Ministry of Oil, or any agency that may replace these, to require the fulfillment of all of the terms of this Contract.
- (2) Partial Payments are authorized for CLIN 003, and if the option is exercised, for CLIN 006, provided; the services are accepted by the Contracting Officer. Such payment will be made monthly if requested by Contractor and payment shall be at the unit price stated as work proceeds and in accordance with the CLIN description. For services of The Additional Team(s) that were provided at less than full work days, the daily rate shall be prorated to the nearest full day. The total amounts indicated for CLIN 003 and 006 are only estimates and shall not be construed to be the full amount due Contractor. The unit prices are fixed prices subject to change only in accordance with the Changes provision of this Contract. Contractor shall include with it's invoice for partial payment a document indicating that the additional team(s) were authorized by the Contracting Officer's Representative. No payment shall be authorized prior to receipt of this document for each Additional Team.
- (3) Payment of CLIN 004 shall be made as one lump sum payment and only after acceptance of all work, inclusive of documentation requirements.

SECTION D – CONTRACT TERMS AND CONDITIONS – Continued

- c. In connection with any discount offered for early payment, time shall be computed from the date a proper invoice is received. 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. For the purpose of determining a proper invoice, the invoice shall be in accordance with the above paragraph 6, "Invoices,"
- d. Irrevocable Letter of Credit: Payment will be by an irrevocable Letter of Credit. Contractor may submit an invoice against the Letter of Credit in accordance with this Contract's terms.

The balance due (\$ USD) will be paid via Letter of Credit to the Contractor's Advising Bank NET 30 Days upon a kinds and quantities acceptance by the Iraq Ministry of Oil within 30 days of receipt,

Initial Letter of Credit costs and those costs attributed to any contract modifications generated by the government entity will be paid by the government entity. Costs attributable to Contractor requests are the responsibility of the Contractor.

The Letter of Credit will be made out to the benefit of (Contractor) for a period of (x = delivery time/performance time plus 30-60 days) months after the date of contract award, as follows:

Bank Name:

Name
Address
SWFT code
Point of Contact (POC)
Telephone
email

Company:

Name
Address
POC
Tel
Fax
Email

SECTION D – CONTRACT TERMS AND CONDITIONS – Continued

- 12. 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.

- 13. Taxes.** The Contract price includes all applicable taxes and duties.

In addition to any other taxes, effective in May 2004 the Iraq Ministry of Finance implemented a wage withholding tax for Iraqi employees. Information on this can be found on the internet at website: <http://www.iraqcoalition.org/taxes/>. The Contract price includes this tax.

14. CUSTOMS LEVY EXEMPTION AND SHIPMENT REQUIREMENTS FOR RECONSTRUCTION PROJECTS UNDER PROGRAM MANAGEMENT OFFICE (PMO)

- a. Effective 15 April 2004 Tariff Regulations pursuant to CPA Orders #54, as amended by Order #70, require commercial importations into Iraq to pay a 5% levy except for food, books, medicine, medical equipment, clothes and oil. Additional exemptions include Non-Governmental Organizations (NGOs), International Organizations, **Reconstruction Projects under PMO**, and single exempt donations. Items shipped under this Contract are exempt from this "Levy" provided a completed Reconstruction Levy Exemption Form is attached and included with each invoice and packing slip.
- b. **The Contractor is required to fill out the Reconstruction Levy Exemption Form and attach the duty free form to each shipment of goods under this Contract that crosses the border into Iraq in order to qualify for the exemption. The Contractor must submit one copy of the completed duty free form, for customs verification, to the contracting officer and the PMO Logistics Office, pmo-sloc@Baghdadforum.com**
- c. The Duty Free Form can be found at www.rebuilding-iraq.net Customs Form, 20 April 04 or provided by the Contracting Officer upon request. The Contractor must complete the duty free form and attach a copy with each Invoice and each package/shipment under the Contract.

SECTION D – CONTRACT TERMS AND CONDITIONS – Continued

- d. The items being acquired under this Contract are for Iraqi Reconstruction and shall be packaged and marked in accordance with requirements determined by Contractor that shall ensure compliance with any and all marking, packaging, and shipping requirements required by any applicable laws and regulations that are to be determined solely by Contractor.
- 15. 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.
- 16. 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.
- 17. Title.** If this is a cost reimbursement, labor hour, or time and materials type contract, and 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. If this Contract is a fixed price title to all items furnished remains with the Contractor unless specifically stated otherwise in this Contract.
- 18. 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.

SECTION D – CONTRACT TERMS AND CONDITIONS – Continued

- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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 to, the provisions of this Contract. By award of this Contract all subcontracts clearly identified in Contractor's proposal as to purpose, subcontractor's name, address, primary point of contact, phone number, and email address, amount, and performance period have been consented to. Only those subcontracts awarded that were not clearly identified in Contractor's proposal require consent. The particulars of the data required to obtain Contracting Officer's consent will be provided to Contractor at Contractor's request and Contractor shall comply at no change to Contract price and performance period. Contractor shall request consent 10 calendar days prior to the need of subcontract performance.
- 23. 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.
- 24. 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.

SECTION D – CONTRACT TERMS AND CONDITIONS – Continued

- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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 tenet of this Contract.
- 30. 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. Standard Form 1449, Solicitation/Contract/Order For Commercial Items.
 - b. Section B, Schedule of Prices
 - c. The Assignments, Disputes, Payments, Invoice, Other Compliances clauses of this Contract located in this Section D, Contract Terms and Conditions.
 - d. Addenda to this solicitation or Contract, including any license agreements for computer software.
 - e. Solicitation provisions (if this is a solicitation)
 - f. The other standard clauses found in Section D, Contract Terms and Conditions.

SECTION D – CONTRACT TERMS AND CONDITIONS – Continued

- f. Other documents, exhibits, and attachments.
- h. The specification and/or Statement of Work (the narrative description of the work)

- 31. Other Compliances.** The Contractor shall comply with all applicable laws, rules, and regulations applicable to its performance under this Contract.
- 32. Source of Funds.** The obligation under this Contract is made with CPA Funds, as defined in CPA Memorandum Number 04, dated August 19. 2003. No funds, appropriated or other, of any Coalition country are or will be obligated under this Contract.