

**UNITED STATES TRANSPORTATION COMMAND
(USTRANSCOM)**

Solicitation FA4428-04-R-0007, 15 July 2004

**Short Takeoff and Landing (STOL)
Services**

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					1. REQUISITION NUMBER See Schedule		PAGE 1 OF 31						
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER FA4428-04-R-0007		6. SOLICITATION ISSUE DATE 15/Jul/2004					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Greg V. Hunt				b. TELEPHONE NUMBER (No collect calls) (618) 229-2507		8. OFFER DUE DATE/LOCAL TIME 29 July 2004 1400					
9. ISSUED BY HQ AMC/A34YAC 402 Scott Drive, Unit 3A1 Scott AFB, IL 622255302		CODE FA4428		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISAV. BUSINESS <input type="checkbox"/> 8(A) SIC: 481211 SIZE STANDARD: 1500			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS				
15. DELIVER TO As Specified on Individual Orders/		CODE		16. ADMINISTERED BY HQ AMC/A34YMB 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302			CODE FA4428						
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY See Attached Continuation of the SF 1449/				CODE			
TELEPHONE NO.						18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER													
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		SEE CONTINUATION OF SF1449											
		<i>(Attach Additional Sheets as Necessary)</i>											
25. ACCOUNTING AND APPROPRIATION DATA Will be cited on Delivery Orders								26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.								29. AWARD OF CONTRACT: REFERENCE _____ OFFER <input type="checkbox"/> DATED _____ 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				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER				31c. DATE SIGNED			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						33. SHIP NUMBER <div style="border: 1px solid black; display: inline-block; padding: 2px;">PARTIAL</div> <div style="border: 1px solid black; display: inline-block; padding: 2px;">FINAL</div>		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR			
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER			
						38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						42a. RECEIVED BY (Print)							
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42b. RECEIVED AT (Location)							
						42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS					

<p align="center">CONTINUATION OF THE SF 1449 (BLOCKS 16, 18, 20, AND 25)</p>
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1. BLOCK 16—ADMINISTERED BY

The following personnel CENTCOM/CENTAF and AMC personnel have primary responsibility for contractual and program issues:

CENTCOM/CENTAF	Administrative Contracting Office
Air Mobility Division	HQ AMC/A34YM
Al-Udied, Qatar	402 Scott Dr, Unit 3A1
DSN: 318-436-4423/4187	Scott AFB, IL 62225-5302
Comm: 460-9869	(618) 229-2468

2. BLOCK 18a—PAYMENT WILL BE MADE BY

Upon establishment of the task order, the appropriate payment office will be identified.

3. BLOCK 18b—ADDRESS TO SUBMIT INVOICES

Upon establishment of the task order, the address to submit invoices will be identified.

4. BLOCK 20—SCHEDULE OF SERVICES

(a). The period of performance shall begin 01 Sep 04 and proceed through 31 Aug 05 unless otherwise specified. All flights in progress at midnight on the last day of the contract shall not be affected by the expiration of this contract.

(b). Ordering: All services furnished under this contract shall be ordered through the issuance of a written task order. The Contracting Officer is the only one authorized to issue task orders against this contract. The Air Mobility Division (AMD), Al-Udied, Qatar will designate a Contracting Officer Technical Representative (COTR) that shall be responsible to schedule daily missions with the contractor and provide documentation to validate contractor services.

5. BLOCK 25—ACCOUNTING AND APPROPRIATION DATA

(a). The fund citation for this contract is as follows:

2142020 0000 76-2084 P135197.00 2540 8334PT MIPR4F25400086 34PT83 S09076

(b). MIPR4F25400086

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Contract Base Year Performance Period (01 Sep 04 - 31 Aug 05)				
0001	Mobilization Costs. The contractor shall specify their costs to mobilize all aircraft, personnel, equipment, and spares into Bagram Air Base (AB), Afghanistan.	1	LS	\$	\$
0002	Demobilization Costs (If Option is not exercised) The contractor shall specify their costs to demobilize all aircraft, personnel, equipment, and spares from Bagram AB, Afghanistan.	1	LS	\$	\$
0003	Monthly Service. The contractor shall provide sufficient aircraft to perform STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
0003AA	Monthly Service in FY04 (1-30 Sep 04)	1	Mo	\$	\$
0003AB	Monthly Service in FY05 (1 Oct 04-31 Aug 05)	11	Mo	\$	\$
0004	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 0004AA below. Anticipated Routes: (Afghanistan): Bagram AB - Kandahar, Deh Rawood, Tarin Kowt, Qalat, Ghanzi, Gardez, Zormat, Khowst, Jalabad, Asadabad, Konduz, Mazar-e-Sharif, Shebergan, Heart, Kabul. (Uzbekistan): Bagram AB - Karshi Khanabad (Pakistan): Bagram AB - Jacobabad, Shamzi				
0004AA	Flying Hours FY04 (1-30 Sep 04)	Est. 170	Hours	\$	\$
0004AB	Flying Hours FY05 (1 Oct 04-31 Aug 05)	Est 1840	Hours	\$	\$
0005	Reimbursable Expenses (Estimated) FY04 1 Sep 04-30 Sep 04	125,000	\$	\$1.00	\$125,000.00
0005AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
0005AB	Food And Lodging For Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205.46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				
0006	Reimbursable Expenses FY05(Estimated) 1 Oct 04-31Aug 05	1,375,000	\$	\$1.00	\$1,375,000.00
0006AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
0006AB	Food And Lodging For Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205.46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
0006AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				

The contractor shall complete the following technical information as part of their proposal:

Type of Aircraft_____	Aircraft Block Speed/Hour_____
Fuel Burn Rate/Hour_____	Aircraft Available Seats_____
Aircraft Range_____	Aircraft Total Payload_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Contract Option Year One Performance Period (01 Sep 05 - 31 Aug 06)					
1001	Demobilization Costs The contractor shall specify their costs to demobilize all aircraft, personnel, equipment, and spares from Bagram AB, Afghanistan.	1	LS	\$	\$
1002	Monthly Service. The contractor shall provide sufficient aircraft to perform STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
1002AA	Monthly Service in FY05 (1-30 Sep 05)	1	Mo	\$	\$
1002AB	Monthly Service in FY06 (1 Oct 05-31 Aug 06)	11	Mo	\$	\$
1003	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 1004AA below. Anticipated Routes: (Afghanistan): Bagram AB - Kandahar, Deh Rawood, Tarin Kowt, Qalat, Ghanzi, Gardez, Zormat, Khowst, Jalabad, Asadabad, , Konduz, Mazar-e-Sharif, Shebergan, Heart, Kabul. (Uzbekistan): Bagram AB - Karshi Khanabad (Pakistan): Bagram AB - Jacobabad, Shamzi				
1003AA	Flying Hours FY05 (1-30 Sep 05)	Est. 170	Hours	\$	\$
1003AB	Flying Hours FY06 (1 Oct 05-31 Aug 06)	Est 1840	Hours	\$	\$
1004	Reimbursable Expenses (Estimated) FY05 1 Sep 05-30 Sep 05	125,000	\$	\$1.00	\$125,000.00
1004AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
1004AB	Food And Lodging For Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205.46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1004AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				
1005	Reimbursable Expenses FY06(Estimated) 1 Oct 05-31Aug 06	1,375,000	\$	\$1.00	\$1,375,000.00
1005AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
1005AB	Food And Lodging For Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205.46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
1005AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				

The contractor shall complete the following technical information as part of their proposal:

Type of Aircraft_____	Aircraft Block Speed/Hour_____
Fuel Burn Rate/Hour_____	Aircraft Available Seats_____
Aircraft Range_____	Aircraft Total Payload_____

CONTRACT CLAUSES

**1. FAR 52.212-4
(ADDENDUM)****CONTRACT TERMS AND CONDITIONS -
COMMERCIAL ITEMS (IAW FAR 12.301(b)(3))****OCT 2003**

(a). Paragraph (f) entitled "Excusable Delays" is tailored to include the following: "Should an excusable delay cause the contractor to be unable to perform in accordance with the contract; the government reserves the right to obtain service for the affected CLIN from another source. This right is in effect until the contractor provides written notice of the cessation of the occurrence or the government's obligation to use the other source has expired, whichever is later."

2. FAR 52.212-5**CONTRACT TERMS AND CONDITIONS REQUIRED
TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -
COMMERCIAL ITEMS (IAW FAR 12.301(b)(4))****JUN 2004**

(a). The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (Aug 1996)(31 U.S.C 3553).

(b). The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate 1 (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C.657a).

☐ (4) (i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I (Mar 1999) of 52.219-5.

☐ (iii) Alternate II (June 2003) of 52.219-5.

☐ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003)(15 U.S.C.644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644)

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☐ (7) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637 (d)(2) and (3)).

☒ (8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002)(15 U.S.C. 637 (d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☒ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

- ___ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-27 Notice of Total Service-Disabled Veteran Owned-Small Business Set-Aside (May 2004)
- ___ (14) 52.222-3, Convict Labor (June 2003)(E.O.11755)
- ___ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jun 2004)(E.O. 13126).
- ___ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- _X_ (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
- _X_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- _X_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- _X_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- ___ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
 ___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (22) 52.225-1, Buy American Act—Supplies (June 2003)(41 U.S.C. 10a-10d).
- ___ (23)(i) 52.225-3, Buy American Act -Free Trade Agreement - Israeli Trade Act - (Jan 2004)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub.L 108-77, 108-78).
 ___ (ii) Alternate I (Jan 2004) of 52.225-3.
 ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (24) 52.225-5, Trade Agreements (Jun 2004)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (25) 52.225-13, Restriction on Certain Foreign Purchases (Dec 2003)(E.o.s. proclamation, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (26) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).
- ___ (27) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).
- ___ (28) 52.232-29, Term for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (29) 52.232.30, Installation Payments for Commercial Items (Oct 1995)(41 U.S.C. 2307(f), 10 U.S.C. 2307(f)).

- ☒ (30) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003)(31 U.S.C. 3332).
- ☐ (31) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ☒ (32) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
- ☐ (33) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- ☐ (34) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. 1241 and 10 U.S.C. 2631).
☐ (ii) Alternate I (Apr 2003) of 52.247-64

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ☐ (1) 52.222-41, Service Contract Act of 1965, As Amended (May 1989)(41 U.S.C. 351, et seq.).
- ☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).
- ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraph (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

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

SECTION C - CONTRACT CLAUSES
ADDENDUM - OTHER APPLICABLE CLAUSES INCORPORATED
BY REFERENCE OR FULL TEXT

1. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB 1998

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

2. FAR 52.202-1 DEFINITIONS DEC 2001
(IAW FAR 2.201)

3. FAR 52.204-2 SECURITY REQUIREMENTS AUG 1996

4. FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON AUG 2000
ON RECYCLED PAPER (IAW FAR 4.303)

5. FAR 52.216-18 ORDERING OCT 1995
(IAW FAR 16.506(a))

For the purposes of this contract, all services furnished under this contract shall be ordered through the issuance of a written task order. For the purposes of this clause, blank (a) is completed as follows:

(a). Such orders may be issued from 01 Sep 04 through 31 Aug 05 for the base year and 01 Sep 05 through 31 Aug 06 for the option year.

6. FAR 52.216-19 ORDER LIMITATIONS OCT 1995
(IAW FAR 16.506(b))

For the purposes of this clause the blanks are completed as follows:

- (a). less than 1 Flying Hour
- (b)(1). in excess of 8 Flying Hours Per Day
- (b)(2). in excess of 2,900 Flying Hours Per Year
- (b)(3). within 30 days
- (d). within 1 day

7. FAR 52.216-21 REQUIREMENTS OCT 1995
(IAW FAR 16.506(d))

For the purposes of this clause, blank (f) is completed as follows:

(f). Contractor shall not be required to make any deliveries under this contract after seven days after the expiration of the contract.

8. FAR 52.217-8 OPTION TO EXTEND SERVICES NOV 1999
(IAW FAR 17.208(f))

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days prior to the expiration of the contract.

8. FAR 52.217-9	OPTION TO EXTEND THE TERM OF CONTRACT (IAW FAR 17.208(g))	MAR 2000
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For the purposes of this clause, the blanks are completed as follows:

- (a). within 30 days, 60 days
- (c). shall not exceed 30 months

10. FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (IAW FAR 23.303)	JAN 1997
11. FAR 52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (IAW FAR 28.309(a))	APR 1984
12. FAR 52.232-17	INTEREST (IAW FAR 32.617(a) and (b))	JUN 1996
13. FAR 52.232-18	AVAILABILITY OF FUNDS (IAW FAR 32.705-1(a))	APR 1984
14. FAR 52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (IAW FAR 32.705-1(b))	APR 1984

Funds are not presently available for performance under this contract beyond 30 Sep 04. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 Sep 04 until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

15. FAR 52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (IAW FAR 32.1110(e))	MAY 1999
16. FAR 52.233-3	PROTEST AFTER AWARD (IAW FAR 22.106(b))	AUG 1996
17. FAR 52.242-15	STOP-WORK ORDER (IAW FAR 42.1305(b))	AUG 1989
18. DFARS 252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE (IAW DFARS 201.602-70)	DEC 1991

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

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

- | | | |
|------------------------|---|----------|
| 19. DFARS 252.209-7004 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (IAW DFARS 209.409) | MAR 1998 |
| 20. DFARS 252.212-7001 | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS.
(IAW DFARS 212.301(f)(iii)) | JUN 2004 |

(a). The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (Apr 1984) (10 U.S.C. 2207)

(b). The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- | | | |
|-------------------------------------|--------------|---|
| <input checked="" type="checkbox"/> | 252.205-7000 | Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416). |
| <input type="checkbox"/> | 252.219-7003 | Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637). |
| <input type="checkbox"/> | 252.219-7004 | Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note). |
| <input type="checkbox"/> | 252.225-7001 | Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582). |
| <input type="checkbox"/> | 252.225-7012 | Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a). |
| <input type="checkbox"/> | 252.225-7014 | Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a). |
| <input type="checkbox"/> | 252.225-7015 | Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a). |
| <input type="checkbox"/> | 252.225-7016 | Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (____ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts). |
| <input type="checkbox"/> | 252.225-7021 | Trade Agreements (JAN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note). |
| <input type="checkbox"/> | 252.225-7027 | Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779). |
| <input type="checkbox"/> | 252.225-7028 | Exclusionary Policies and Practices of Foreign Governments (APR 2003) |

(22 U.S.C. 2755).

<input type="checkbox"/>	252.225-7036	Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2004) (<input type="checkbox"/> Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
<input type="checkbox"/>	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
<input type="checkbox"/>	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).
<input type="checkbox"/>	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
<input type="checkbox"/>	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
<input checked="" type="checkbox"/>	252.232-7003	Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
<input checked="" type="checkbox"/>	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
<input type="checkbox"/>	252.247-7023	Transportation of Supplies by Sea (MAY 2002) (<input type="checkbox"/> Alternate I) (MAR 2000) (<input type="checkbox"/> Alternate II) (MAR 2000) (<input type="checkbox"/> Alternate III) (MAY 2002) (10 U.S.C. 2631).
<input type="checkbox"/>	252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c). In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

21. DFARS 252.225.7043 ANTITERRORISM/FORCE PROTECTION POLICY JUN 1998
FOR DEFENSE CONTRACTORS OUTSIDE THE
UNITED STATES (IAW DFARS 225.7402)

For the purposes of this clause, the blank(s) are completed as follows:

(c). HQ AFSFC/SFPA; telephone, DSN 945-7035/36 or commercial (210) 925-7035/36.

22. DFARS 252.233-7001 CHOICE OF LAW (OVERSEAS) JUN 1997

(IAW DFARS 233.215-70)

23. DFARS 252.243-7001 PRICING OF CONTRACTOR MODIFICATIONS DEC 1991
(IAW DFARS 243.205-70)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR Part 31 and DFARS Part 231, if effect on the date of this contract, apply.

24. AFFARS 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE APR 2003
DEPLETING SUBSTANCES
(IAW AFFARS 5323.804)

(c). The requiring activity has obtained Senior Acquisition Official (SAO) approval to permit the contractor to use the following Class I ODS(s): None

25. AFFARS 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT JUN 1997
INSTALLATIONS
(IAW AFFARS 5323.9001)

26. AFFARS 5352.223-9002 REQUIREMENTS AFFECTING APR 2003
CONTRACTOR PERSONNEL PERFORMING
MISSION ESSENTIAL SERVICES
(IAW AFFARS 5323.9201)

(b). Within 30 calendar days after contract award or incorporation of this clause into a contract by modification, the Contractor shall provide a written list of all "Mission Essential Contractor Personnel" to the Contracting Officer or designee. The list shall identify names and country(ies) where each employee will perform work under this contract.

27. AMCFARS 5352.247-1000 (AMC) AIR SAFETY DEC 2002
(IAW AMCFARS 5347.4-100(a))

28. AMCFARS 5352.247-1001 (AMC) REQUIREMENT FOR AUTHORIZATION DEC 2002
TO ENGAGE IN AIR TRANSPORTATION -
ALTERNATE II (AUG 1999)
(IAW AMCFARS 5347.4-100(d))

29. AMCFARS 5352.247-1002 (AMC) CONTRACTOR'S FAILURE OCT 1994
TO PROVIDE SERVICE -
ALTERNATE II (AUG 1999)
(IAW AMCFARS 5347.4-100(g))

30. DFARS 252.232-7003 ELECTRONIC SUBMISSION JAN 2004
OF PAYMENT REQUESTS

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

(1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

- (1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.
- (2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.
- (3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.
 - (i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.
 - (ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.
- (4) Another electronic form authorized by the Contracting Officer.
 - (c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.
 - (d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

**31. AFFARS 5352.204-9000 NOTIFICATION OF GOVERNMENT
SECURITY ACTIVITY AND VISITOR
GROUP SECURITY AGREEMENTS**

APR 2003

This contract contains a DD Form 254, DOD Contract Security Classification Specification, and requires performance at a government location in the U.S. or overseas. Prior to beginning operations involving classified information on an installation identified on the DD Form 254, the contractor shall take the following actions:

(a) At least thirty days prior to beginning operations, notify the security police activity shown in the distribution block of the DD Form 254 as to:

- (1) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;
- (2) The contract number and military contracting command;
- (3) The highest classification category of defense information to which contractor employees will have access;
- (4) The Air Force installations in the U.S. (in overseas areas, identify only the APO number(s)) where the contract work will be performed;
- (5) The date contractor operations will begin on base in the U.S. or in the overseas area;
- (6) The estimated completion date of operations on base in the U.S. or in the overseas area; and
- (7) Any changes to information previously provided under this clause.

This requirement is in addition to visit request procedures contained in DOD 5220.22-M, National Industrial Security Program Operating Manual.

(b) Prior to beginning operations involving classified information on an installation identified on the DD Form 254 where the contractor is not required to have a facility security clearance, the contractor shall enter into a Visitor Group Security Agreement (or understanding) with the installation commander to ensure that the contractor's

security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions that will be performed:

- (1) By the installation for the contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections under DOD 5220.22-M, classified mail services, security badges, visitor control, and investigating security incidents; and
- (2) Jointly by the contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

32. AFFARS 5352.242.9000

**CONTRACTOR ACCESS TO
AIR FORCE INSTALLATIONS**

JUN 2002

(a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and any additional requirements to comply with local security procedures to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Volume 1, The Air Force Installation Security Program, and AFI 31-501, Personnel Security Program Management, as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

33. PASSENGER AND PUBLIC LIABILITY INSURANCE

(a). General. Prior to performance of any services hereunder, the contractor shall, at its own expense, procure and maintain during the entire performance period of this contract, with financially and legally responsible insurance company or companies, passenger and public liability insurance.

(b). Liability insurance purchased pursuant to the requirements of this paragraph shall cover payment to the Government, pursuant to the subrogation provision of the Medical Care Recovery Act (42 USC 2651-3) and within the liability limitations of this contract, of the cost of Government provided medical care to the extent that said insurance would cover payment to injured individuals of the cost of medical care in the absence of any Government obligation to provide medical care. If a court of competent jurisdiction determines that any transportation furnished pursuant to this contract is subject to the Warsaw Convention, 49 Stat. 30000, and the contractor is entitled to limit its liability under that Convention, then the minimum limit of insurance required by this clause shall be considered to be a "higher limit of liability agreed to by special contract" as contemplated by the last sentence of Article 22(1) of that Convention, and the Contractor agrees that it shall not with respect to any claim arising out of the death,

wounding, or other bodily injury of a passenger, avail itself of any defense under Article 20(1) of the Convention. Nothing herein shall be deemed to affect the rights and liabilities of the contractor with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or bodily injury of a passenger.

(c). Split Limits Liability. The minimum limits of liability insurance coverage maintained by the contractor shall be as follows:

(d). Liability for bodily injury to or death of aircraft passengers: A limit for any one passenger of at least three hundred thousand dollars (\$300,000.00), and a limit for each occurrence in any one aircraft of at least an amount equal to the sum produced by multiplying three hundred thousand dollars (\$300,000.00) by the next highest whole number resulting from taking 75 percent of the total number of passenger seats installed in the aircraft.

(e). Liability for bodily injury to or death of persons (excluding passengers): A limit of at least three hundred thousand dollars (\$300,000.00) for any one person in any one occurrence, and a limit of at least twenty million dollars (\$20,000,000.00) for each occurrence.

(f). Liability for loss of or damage to property: A limit of at least twenty million dollars (\$20,000,000.00) for each occurrence.

(g). Combined Single Limit Liability.

(h). Notwithstanding the provisions of paragraph b above the contractor may be insured for a single limit of liability for each occurrence. In that event, coverage shall be equal to or greater than the combined required minimums set forth in paragraph b, above, for bodily injury, property damage, and/or passenger liability for the type of use to which such aircraft is put, as the case may be.

(i). In the case of a single limit of liability, aircraft may be insured by a combination of primary and excess policies. Such policies shall have combined coverage equal to or greater than the required minimums set forth in paragraph b, above, for bodily injury to non-passengers, property damage, and/or passenger liability for the type of use to which the aircraft is put, as the case may be.

NOTE: In the event the proposed changes to the Warsaw Convention, known as the Montreal Protocol, are approved or ratified by the United States and become effective in the United States, the Montreal Protocol will take precedence to the extent it is inconsistent with the terms of the contract regarding insurance.

34. CONTRACTOR ACQUIRED INSURANCE

The contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance.

TYPE	AMOUNT
<u>Automobile</u>	
Bodily Injury Liability	\$200,000 per person \$500,000 per occurrence
Property Damage Liability	\$20,000 per occurrence
<u>Comprehensive General Liability</u>	
Bodily Injury Liability	\$500,000 per occurrence
<u>Workmen's Compensation and Employers Liability</u>	
Workman's Comp & Occupational Disease	Statutory
Employer's Liability	\$100,000

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

<i>TITLE</i>	<i>NUMBER OF PAGES</i>
Past Performance Questionnaire	3
Attachment 1. Statement of Work	9
<i>Statement of Work Appendices</i>	
Appendix 1 Required Reports	2
Appendix 2 DD Form 254	2

SOLICITATION PROVISIONS

1. FAR 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS JAN 2004
(Addendum) (IAW FAR 12.301(b)(1))

(a). Paragraph (a) is tailored to read: North American Industry Classification (NAICS) code is 481211 and the small business size standard is 1500.

(b). Paragraph (b) "Submission of offers" is tailored to read:

PROPOSAL PREPARATION INSTRUCTIONS

A. To assure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. Proposals must be complete, self-sufficient, and respond directly to the requirements of this solicitation. The response shall consist of three (3) separate parts; Part I - Price Proposal, Part II - Technical Proposal, and Part III - Past Performance Information.

B. The contracting officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the contracting officer will review this determination and if, in the contracting officer's opinion, adequate price competition exists no additional cost information will be requested and certification under FAR 15.406-2 will not be required. However, if at any time during this competition the contracting officer determines that adequate price competition no longer exists offerors may be required to submit information to the extent necessary for the contracting officer to determine the reasonableness of the price.

C. Specific Instructions:

1. PART I - PRICE PROPOSAL - Submit original and one (1) copy

(a). Complete the SF Form 1449 blocks 12, 17a, and 30a, 30b, and 30c. In doing so, the offeror accedes to the contract terms and conditions as written in the Request for Proposal (RFP) with attachments. The RFP constitutes the model contract.

(b). Insert proposed unit and extended prices in the Schedule B, page 3 for each Contract Line Item (CLIN), including all option periods.

(c). Complete the necessary fill-ins and certifications in the provisions. The provisions at 52.212-3 shall be returned with the proposal.

2. PART II - TECHNICAL PROPOSAL - Submit original and one (1) copy

(a). Factor - Type of Aircraft. The offeror's proposal will be evaluated on a pass/fail basis to validate that the proposed aircraft will accomplish the Government's requirement as specified in the Statement of Work, paragraph 1.2.

3. PART III - PAST PERFORMANCE INFORMATION - Submit original and one (1) copy

(a). Quality and Satisfaction Rating for Contracts Completed in the Past Three Years: Provide information (letters, metrics, customer surveys, independent surveys, etc.) which demonstrates customer satisfaction with overall job performance and quality of completed service for a level of effort essentially the same as this magnitude of effort. In addition, explain corrective actions taken in the past, if any, for substandard performance and any current performance problems such as cost overruns, extended performance periods, numerous warranty calls, etc.

(b). Performance Surveys: The Government will evaluate the quality and extent of the offeror's experience deemed relevant to the requirements of this RFP. The Government will use information submitted by the offeror and other sources such as other Government offices and commercial sources, to assess experience. The evaluation of past performance will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the acquisition.

- (1). Provide a list of no more than five relevant contracts performed for federal or commercial customers within the last three years.
- (2). Relevant past performance is defined as federal or commercial Short Take-Off and Landing (STOL) services essentially the same as the magnitude of this required effort.
- (3). Recent past performance is defined as performance that has been accomplished during the past three years based on the RFP issuance date.
- (4). Furnish the following information for each contract referenced:
 - Company/Division Name
 - Service
 - Contracting Agency/Customer
 - Contract Number
 - Contract Dollar Value
 - Period of Performance
 - Verified Name, Address, Telephone & Fax Number of the Contracting Officer
 - Comments regarding compliance with the terms and conditions
 - Comments regarding any known performance deemed unacceptable

Note: If a teaming arrangement is contemplated, provide complete information as to the arrangements, including any relevant and recent past/present performance information on previous teaming arrangements with same partner. If this is a first time joint effort, each party to the arrangement must provide a list of past and present relevant contracts.

(c). Subcontractor Consent: Past performance information pertaining to a subcontractor cannot be disclosed to the prime offeror without the subcontractor's consent. Provide with the proposal a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime contractor.

D. Documents submitted in response to this RFP must be fully responsive to and consistent with the following:

- (1). Requirements of the RFP (CLINS) and Statement of Work (SOW), and government standards and regulations pertaining to the SOW.
- (2). Evaluation Factors for Award.
- (3). Past Performance Information is limited to 20 double-sided pages. Pages exceeding the page limitation will not be read or evaluated and will be removed from the proposal.
- (4). The format for Parts II and III shall be as follows:
 - (a). The proposals will be 8 1/2" x 11" paper except for fold-outs used for charts, tables, or diagrams, which may not exceed 11" x 17".

(b). Font shall be 12 pitch.

(c). Elaborate formats, bindings, or color presentations are not desired or required.

**2. FAR 52.212-2
(Addendum)**

**EVALUATION - COMMERCIAL ITEMS
(IAW FAR 12.301(c))**

JAN 1999

(a). **Basis of Award.** This is a competitive best-value source selection in which competing offerors' past performance history will be evaluated on a basis significantly more important than cost or price considerations. By submission of its' offer in accordance with the instructions in this section, the offeror accedes to the terms of this solicitation and all such offers will be treated equally except for their prices and performance records. The evaluation process shall proceed as follows:

(1). Initially offers shall be ranked according to price including all option prices. An offeror's proposed prices will be determined by multiplying the quantities identified in the Schedule by the proposed unit price for each Contract Line Item Number (CLIN) or contract Subline Item Number (SLIN) to confirm the extended amount. The price evaluation will document the completeness and reasonableness of the proposed total evaluated price.

(2). Next, the Government technical evaluation team shall evaluate, on a pass/fail basis, the technical proposals submitted by the three lowest priced offerors against the following evaluation factor:

(A). Type of Aircraft. The offeror's proposal will be evaluated on a pass/fail basis to validate that the proposed aircraft will accomplish the Government's requirement as specified in the Statement of Work, paragraph 1.2.

(3). Using questionnaires, the contracting officer shall seek performance information on the three lowest priced offerors based on (1) the completed surveys provided by the offeror's references and (2) data independently obtained from other Government and commercial sources. The Government reserves the right to seek information on higher priced offerors if none of the lower priced offerors receive an exceptional past performance risk rating. The purpose of the past performance evaluation is to allow the Government to assess the offeror's ability to perform the effort described in this RFP, based on the offeror's demonstrated past and present performance. The assessment will result in an overall risk rating of exceptional, very good, satisfactory, neutral, marginal, or unsatisfactory. Past performance regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement will be rated as highly as past performance for the principal offeror. Offerors with no relevant past or present past performance history shall receive the rating "neutral", meaning the rating is treated neither favorably nor unfavorably.

(c). In evaluating past performance, the Government reserves the right to give greater consideration to information on those contracts deemed most relevant to the effort described in this RFP.

(d). If the lowest priced evaluated technically acceptable offer is judged to have an exceptional past performance risk rating, that offer represents the best value for the Government and the evaluation process stops at this point. Award shall be made to that offeror without further consideration of any other offers.

(e). The Government reserves the right to award a contract to other than the lowest priced offeror if that offeror is judged to have a performance risk rating of "very good" or lower. In that event, the contracting officer shall make an integrated best-value award decision.

(f). Offerors are cautioned to submit sufficient information and in the format specified. Offeror's may be asked to clarify certain aspects of their proposal (for example, the relevance of past performance information) or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond.

Communication conducted to resolve minor or clerical errors will not constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for proposal revision.

(1). Adverse Past Performance is defined as past performance information that supports a less than satisfactory rating on any evaluation aspect or any unfavorable comment received from sources without a formal rating.

(g). The Government intends to award a contract without discussions with respective offerors. The Government, however, reserves the right to conduct discussions if deemed in their best interest.

3. FAR 52.212-3

**OFFEROR REPRESENTATIONS
AND CERTIFICATIONS - COMMERCIAL ITEMS
ALTERNATE I APR 2002
(IAW FAR 12.301(b)(2))**

MAY 2004

(a) Definitions. As used in this provision:

“Emerging small business,” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse, or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

“Veteran-owned small business concern” means a small business concern—

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

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern –

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes,

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it ☐ is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
50 or fewer	\$1 million or less

51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

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

(ii) It [] is, [] not a joint venture that complies with the requirements of 13 CFR part 126, and

the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [*The offeror shall check the category in which its ownership falls*]:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding

(d) Representations required to implement provisions of Executive Order 11246 –

(1) Previous contracts and compliance. The offeror represents that –

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

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that –

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f). Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g).

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

FTA Country or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation,

substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: ((g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

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

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

Alternate I (Apr 2002).

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)
[The offeror shall check the category in which its ownership falls]:

- ☐ Black American.
☐ Hispanic American.
☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
☐ Individual/concern, other than one of the preceding.

4. FAR 52.216-1 TYPE OF CONTRACT APR 1984
(IAW FAR 16.105)

The Government contemplates award of a Fixed-price, Indefinite-Delivery, Requirements contract resulting from this solicitation.

5. FAR 52.217-5 EVALUATION OF OPTIONS JUL 1990
(IAW FAR 17.208(c)(1))

6. FAR 52.233-2 SERVICE OF PROTEST AUG 1996
(IAW FAR 33.106)

(a). Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the address in Block 9 of the SF Form 1449.

(b). The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO. (End of Provision)

7. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED FEB 1998
BY REFERENCE
(IAW FAR 52.107(a))

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

8. DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP MAR 1998
OR CONTROL BY GOVERNMENT
A TERRORIST COUNTRY
(IAW DFARS 209.104-70(a))

(a). *Definitions.* As used in this provision-

- (1). "Government of a terrorist country" includes the state and the Government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2). "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the Government of

which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3). "Significant interest" means-

- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
- (ii) Holding a management position in the firm, such as a director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtedness of a firm.

(b). *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the Government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c). *Disclosure.* If the Government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the Government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

- (1). Identification of each Government holding a significant interest; and
- (2). A description of the significant interest held by each Government.

9. DFARS 252.212-7000

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (IAW DFARS 212.301(f)(ii))

NOV 1995

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

- (1). "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
- (2). "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b). *Certification.* By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-

- (1). Does not comply with the Secondary Arab Boycott of Israel; and
- (2). Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c). *Representation of Extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

- (1). The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2). Representation. The Offeror represents that it-

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3). Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**10. AMCFARS 5352.247-1003 PREREQUISITES FOR AWARD
AIR TRANSPORTATION
(IAW AMCFARS 5347.4-101)**

DEC 2002

(a). In addition to satisfying other solicitation requirements, an offeror must be an approved Department of Defense (DoD) carrier-and not in a suspended or temporary non-use status-to receive a contract award. The offeror's DoD approval must be for service that is equivalent to the service described in this solicitation. To obtain DoD approval, the offeror must satisfy the obligations contained in the clause entitled "Air Safety" as well as the quality and safety requirements set forth in 32 CFR Part 861, "Department of Defense Commercial Air Carrier Quality and Safety Review Program." DoD approval is a prerequisite for contract award irrespective of the form of air transportation service (passenger, courier, cargo, etc.) the carrier would provide under a contract resulting from this solicitation.

(b). If an offeror is not currently a DoD-approved carrier, but otherwise appears eligible for award, the contracting officer will request an evaluation of the offeror for DoD approval. Once DoD approval is granted, the contracting officer will consider the offeror's approved status along with the offeror's ability to meet other solicitation requirements in determining eligibility for award. In particular, an offeror must satisfy the 32 CFR Part 861 requirement for 12 continuous months of comparable service not later than the closing date of the international CRAF solicitation for award of fixed business. To receive international expansion business or any domestic airlift business, the offeror must satisfy the 12 months requirement by time of award. (Note: An offeror may not receive an award if, in the contracting officer's judgment, the time required to obtain DoD approval will cause an unacceptable delay in contract award.)

11. FORMAL COMMUNICATIONS

(a). Formal communications, such as requests for clarification and/or written information concerning this solicitation, shall be submitted electronically to greg.hunt@scott.af.mil with a courtesy copy to mary.wright@scott.af.mil.

(b). The request will be in the following format:

Reference: RFP: FA4428-04-R-0007, Section: _____, Page: _____, Paragraph: _____, (or Figure)
Question: _____

(c). Inquiries will be answered in writing and provided to all offerors. However, inquiries may not be answered when received less than 10 calendar days before the due date of offers.

STATEMENT OF WORK (SOW)

2J

**SHORT TAKE-OFF AND LANDING (STOL)
SERVICES**

15 July 2004

HEADQUARTERS AIR MOBILITY COMMAND

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1. Description of Services.

1.1. Scope of Contract. Provide all fixed-wing aircraft, personnel, equipment, tools, material, maintenance, and supervision necessary to perform Short Take-Off and Landing (STOL) passenger, cargo, or passenger and cargo air transportation services that the DOD elects to perform via commercial charter between locations specified in the schedule.

- 1.1.1. Aircraft will be available twenty-four (24) hours per day, seven (7) days per week.
- 1.1.2. Missions will be scheduled at least twenty-four (24) hours in advance, unless otherwise agreed to by the contractor and Contracting Officer's Technical Representative (COTR). Aircraft will be expected to fly no more than one mission per day, not to exceed eight flight segments or eight hours of flight time. All missions will originate and end in Bagram Air Base (AB), Afghanistan.
- 1.1.3. The contractor shall coordinate all airlift movements with the Regional Air Movement Control Center prior to any mission.
- 1.1.4. The Government anticipates contracting for up to 500 flight hours per quarter.
- 1.1.5. The contractor may refuse any mission for safety reasons.
- 1.1.6. Aircraft departure shall take place within 20 minutes of scheduled departure times.

1.2. Aircraft Requirements.

- 1.2.1. Aircraft must be a multi-engine, fixed wing aircraft listed on the air carrier's Federal Aviation Regulation (FAR) 135 certificate.
- 1.2.2. Aircraft must be capable of taking-off and landing on short (minimum 3,500 ft) unimproved runways.
- 1.2.3. Aircraft must be capable of transporting passenger/cargo loads in extreme hot and cold temperature conditions that include high altitudes with mountain ranges up to 15,000 ft AGL.
 - 1.2.3.1. The contractor shall transport up to seven passengers and personal baggage per mission. Note: Personal baggage is limited to 250 lbs max per passenger.
 - 1.2.3.2. Provide cargo transportation up 3,250 lbs.
 - 1.2.3.3. Provide passenger and cargo combination service with a total passenger and cargo weight up to 3,250 lbs
- 1.2.4. Aircraft must be configured with Ultra High Frequency (UHF) and Very High Frequency (VHF) radio, Tactical Air Navigation (TACAN), and Global Positioning Satellite (GPS).
- 1.2.5. Aircraft must be able to fly under Instrument Flight Rules (IFR) conditions.

1.3. Aircrew Requirements.

- 1.3.1. Aircrew members shall be trained, qualified, and maintain proficiency in accordance with Federal Aviation Regulation (FAR) 135 and 32 CFR 861.

1.4. Aircraft Maintenance.

- 1.4.1. Aircraft will be maintained in accordance with FAR 135.
- 1.4.2. Aircraft maintenance personnel shall be trained, qualified, and maintain proficiency in accordance with FAR 135.

1.5. Passenger Service.

- 1.5.1. The contractor shall transport up to seven passengers and personal baggage per mission.
Note: Personal baggage is limited to 250 lbs max per passenger.
- 1.5.2. Bagram Passenger Services personnel will provide the contractor a list of personnel authorized for flight prior to boarding. The contractor shall not permit any unauthorized personnel to board the aircraft.
- 1.5.3. The contractor shall verify passenger body weight with calibrated scales. If scales are not available, interrogated weights can be used.
- 1.5.4. Offloading shall be accomplished within 30 minutes or less to comply with Maximum on Ground (MOG) restrictions and safety considerations.

1.6. Cargo Service.

- 1.6.1. Provide cargo transportation up 3,250 lbs.
- 1.6.2. Offloading shall be accomplished within 30 minutes or less to comply with Maximum on Ground (MOG) restrictions and safety considerations.
- 1.6.3. All cargo will be floor loaded -- no pallets.

1.7. Passenger and Cargo Combination (COMBI) Service.

- 1.7.1. Provide passenger and cargo combination service with a total passenger and cargo weight up to 3,250 lbs.
- 1.7.2. Receive Federal Aviation Administration (FAA) approval to operate in a combination mode.
- 1.7.3. Comply with FAA guidelines including cargo nets and placement of passengers.
- 1.7.4. Offloading shall be accomplished within 30 minutes or less to comply with Maximum on Ground (MOG) restrictions and safety considerations.

1.8. Intransit Visibility (ITV)

- 1.8.1 Provide the Air Mobility Division, Al-Udied, Qatar with passenger and cargo ITV for all missions.

1.9 Transporting Hazardous Cargo

- 1.9.1. The Government will ensure all hazardous materials are properly prepared prior to loading the aircraft. Prior to departure, the Government will furnish the pilot in command a written briefing to include the following information: proper shipping name, UN number, and hazard class and division; quantity in terms of weight or volume; location of the hazardous item in the aircraft; NEW for any Class 1 (explosives), passenger authorization; cabin smoking restrictions; and special handling instructions. When transporting hazardous material, the contractor shall transport material in accordance with Air Force Manual (AFMAN) 24-204(I). The type and quantity will be in accordance with limits established in Title 49 CFR, 172.101 (Hazardous Material Table) column 9 and Part 175. Whenever hazardous materials are on board the aircraft, the pilot in command shall enter the following information in the remarks section of the flight plan: proper shipping name, classification, and net explosive weight (NEW); and shall advise the tower or ground control prior to taxiing and landing. Identification shall include aircraft identification number, NEW, or quantity of other hazardous materials, hazard class/division proper shipping name, United Nations (UN) number, and Estimated Time of Arrival (ETA)/Estimated Time of Departure (ETD).
- 1.9.2. Required Regulation: Contractor shall ensure each aircraft transporting explosives and other hazardous materials has on board a current copy of the International Civil Aviation Organization (ICAO), "Emergency Response Guidance for Aircraft Incidents Involving Dangerous Goods" handbook.

2. Service Delivery Summary

Performance Objective	SOW para.	Performance Threshold
Schedule And Perform All Missions	Para. 1.1.2	92% Of Missions Completed As Scheduled.
Provide Air Mobility Division Weekly And Quarterly Flight Segment/Hours Reports	Para. 4.1.1	100% Accurate And Complete

3. Government Furnished Property and Services

3.1. Services

- 3.1.1. Material Safety Data Sheets (MSDS)
- 3.1.2. Mission Schedule
- 3.1.3. Passenger Manifest Listing
- 3.1.4. Hazardous Material (HAZMAT) Cargo and Disposition Instructions
- 3.1.5 Secure Satellite Telephone

3.2 Services at Bagram AB, Afghanistan The Government will provide the following services at Bagram.

- 3.2.1 Ramp Space
- 3.2.2 Billeting
- 3.2.3 Meals
- 3.2.4 Force Protection

4. General Information

4.1. Project Management

- 4.1.1. The contractor shall assign a Project Manager (PM) authorized to manage and administer all terms and conditions of this contract. This person must be a U.S. citizen and possess a Secret security clearance. The contractor shall provide the Air Mobility Division, Al-Udied, Qatar, a weekly report reflecting flight segments/hours flown and a quarterly report for cumulative hours flown for the quarter.

4.2. Security

- 4.2.1. The contractor shall provide their own security for all employees, aircraft, and equipment except when on Bagram AB, Afghanistan.
- 4.2.2. **Military Installation Security:** While on military installations or on military portions of commercial facilities, contractor, and subcontractor personnel shall comply with security regulations promulgated by the military installation or activity Commander. Security regulations are directive in nature and shall be adhered to by all contractor and subcontractor personnel.
- 4.2.3. **Restricted Area Access:** Where regular and frequent entry into restricted areas at a military installation is required by contractor or subcontractor personnel for ground handling of aircraft, the contractor or subcontractor personnel must meet the requirements established by AFI 31-101, Chapter 9, paragraph 9.2.1., AFI 31-401, and DD Form 254. Applications for personnel security investigations shall be made to the local Chief, Security Forces.
- 4.2.4. **Facility Security Clearance:** Where there is a need for receipt, storage or development of classified documents, a facility clearance of SECRET and classified safeguarding capability is required in accordance with the National Industrial Security Program Operating Manual, (NISPOM), paragraph 4.2.2 and DOD 5220.22M, paragraph 2-104. DOD 5220.22M also provides authority for contractors to certify the personnel security clearance status of company employees and makes provisions for the contractor (Operator) who has a valid facility security clearance of SECRET to verify the security clearance status of its employees. Contractors must inform the Contracting Officer of the correct address of any company agency requiring a secure facility.
- 4.2.5. **Personnel Security Clearance:** Upon contract award, security clearance applications for all required personnel shall be completed in accordance with DOD 5220.22M, paragraph 2-100 and instructions received from the cognizant Defense Industrial Security Officer (DISO), Defense Security Service (DSS). All required clearance actions shall be forwarded to the cognizant DISO.
- 4.2.6. **Operations Security (OPSEC):** The contractor shall be responsible for OPSEC procedures when operating missions for the DOD to include safeguarding critical information. Contractors must ensure employees receive OPSEC training upon initial assignment to a contract with OPSEC requirements. Information such as flight schedules, hotels where crews are staying, return trips, and other facts about the international mission shall be kept close hold and only communicated to persons who have a need to know this information. Flight crews should be aware of persons who are seeking information about the contractor, flights, etc. They should seek to maintain a low profile while operating DOD missions. If the contractor has questions about OPSEC they can be addressed either to the Contracting Officer or the Air Mobility Division, Al-Udied, Qatar.
- 4.2.7. **Contractor Company Personnel And Company Facility Security Officer (FSO):** The contractor will appoint a person as the company FSO. The contractor must establish appropriate safeguards to assure that the individuals who are not cleared do not gain access to classified information, material, and Government furnished communications security

(COMSEC) equipment. Responsibility for security of classified information, material and COMSEC equipment rests with each individual who is authorized access. The FSO must work closely with the Defense Security Service (DSS) and Air Mobility Division, Al-Udied, Qatar on DOD related security matters and ensure their Government furnished COMSEC equipment is stored, maintained, and operated properly. The company FSO shall maintain a current list of cleared personnel and flight deck aircrew personnel who are eligible for a secret clearance. This list shall be made available for verification during on-site surveys by DOD personnel who have a need to know, and will be provided to the Contracting Officer when requested.

4.2.8. Authentication Materials: Aircrew members shall require certain authentication documents in order to perform missions. When appropriate, authentication materials and identification friend or foe (IFF)/selective identification feature (SIF) operating instructions shall be made available to flight deck aircrews at military Base Operations and Route Briefing sections provided they present proper identification. Initial issue of these documents shall be as required to cover elapsed time from departure station to destination and return, or to the first enroute station having the capability to provide additional distribution.

4.2.9. Aircraft Physical Security: Contractor aircraft at military installations will receive the same degree of physical security as provided military aircraft in like status. Ingress and egress procedures to and through control points and restricted or controlled areas shall be established to permit crewmembers access to their aircraft.

4.2.9.1. Aircraft Security: The contractor shall establish a program to prevent unlawful seizure of aircraft. At airports, bases, and air terminals where there is an AMC presence or where US forces are present and responsible for deployment or redeployment of forces, the military will be responsible for security processing of passengers at on- or off-load. At enroute or operational stops and at locations where there is no AMC or military presence, security processing of passengers shall be the responsibility of the contractor. At these locations, the contractor shall satisfy the requirements of the Transportation Security Administration (TSA) security program for charter operations in commercial service.

4.2.9.2. Aircraft Identification: Aircraft shall have the operating contractor's name on both sides of the fuselage commensurate with industry practice. Any names other than the operating contractor must be approved by the Contracting Officer prior to departure.

4.3. Force Protection

4.3.1. The contractor shall follow CENTCOM/CENTAF force protection recommendations when doing so will not alter the terms and conditions of this contract. If compliance with a CENTCOM/CENTAF force protection recommendation would alter the terms and conditions of the contract and/or give rise to a request for equitable adjustment, the contractor will inform the contracting officer and secure the contracting officer's written agreement prior to incurring any expense. Any action taken or expense incurred prior to approval by the contracting officer will be deemed to be at the contractor's expense.

4.4. Quality Control

4.4.1. The contractor shall develop and implement a commercial quality control plan to ensure safe and reliable air transportation in accordance with FAR 135 and 32 CFR 861. This plan should be provided to the Contracting Officer 30 calendar days after contract award.

4.5. Passports and Geneva Convention Cards:

4.5.1. **Passports:** All company personnel supporting AMC overseas missions shall have a current and valid passport.

4.5.1.1. **Emergency Exception:** In an emergency condition, where hostilities or enemy action preclude sufficient time to renew or obtain a valid US passport, the individual contractor personnel shall be required to show proof of US citizenship (birth certificate, or signed statement from the employing airlines, based upon company records) upon departing from and arriving in the US. The signed statement from the airline should contain the following information: name, date of birth, place of birth, citizenship, length of time of employment by the airline, name, and address of relatives and/or personal references shown in company record.

4.5.2. **Geneva Convention Identity Card (DD Form 489)(hereafter referred to as the Geneva Conventions Card):** Civilian noncombatant personnel authorized to accompany military forces of the US into regions of war will be issued a Geneva Conventions Card in accordance with procedures established in AFI 36-3026(I), Identification Cards For Members of the Uniformed Services, Their Family Members, and Other Eligible Personnel.

4.5.3. **Personnel Authorized To Receive The Geneva Conventions Card:** Contractor personnel employed by the contractor for performance of this contract, will be issued this card. The Geneva Conventions Card will be issued by CJTF 76 CJ3 Aviation, Bagram Afghanistan, to the following company personnel:

- Aircrew personnel designated to operate company aircraft in the performance of this contract.
- Ground support personnel assigned to Bagram in support of this contract.
- Selected supervisory personnel, subject to deployment overseas, responsible for overall supervision of the company's performance of this contract.

4.6. Communications

4.6.1. When operating missions, the contractor's operations center will be required to maintain secure voice communications with the Air Mobility Division, Al-Udied, Qatar.

4.7. Aircrew Duty Day Requirements

4.7.1. **Scheduling Limits:** Crew duty will be limited to 16 hours for two-pilot crews, 18 hours for three or more pilot crews, and 24 hours for aircraft with FAA-approved crew rest facilities. Crew duty will be considered as beginning when the crewmember reports for duty (including non-local company-directed deadhead), and ending at block-in of the final DOD segment for that crew.

4.7.2. **Execution Limits:** Crew duty execution limits are the same as scheduled, except that the limits can be extended by two hours for two and three-pilot crews. This extension is at company discretion and does not apply to the 24-hour duty limit associated with crew rest-equipped aircraft. A statistical tracking of the number of times this extension is utilized will be maintained by each company and provided to Contracting Officer upon request.

4.7.3. **Crew Rest:** Minimum crew rest, prior to first DOD segment or between DOD segments, is 10 hours. At the contractor's discretion, that rest can be reduced to nine hours if the crew is still able to receive eight hours of uninterrupted rest. NOTE: The reduced rest cannot be combined with the two-hour crew duty extension during a preceding or subsequent duty period.

4.7.4. **Deadhead Transportation:** All deadhead transportation, not local in nature, will be considered as part of the crew duty day for DOD limits.

4.8. Flying In Controlled Airspace

4.8.1. All contract flights shall fly over established airways, domestic or international, and in controlled airspace. Exceptions may be made to this requirement where it is impractical to follow airways or fly in controlled airspace, provided airways are intersected at the first practical point and departed at the last practical radio navigational fix near destination, or when area controller established airways do not exist within a flight information region. Economic considerations will not justify deviation from this procedure.

4.9. Fire Containment Covers

4.9.1. In accordance with Federal Aviation Administration Airworthiness Directive 93-07-15, fire containment covers (FCCs) must be placed on all cargo transported in the class B cargo compartment of combination aircraft. This Airworthiness Directive also stipulates for Alternate Compliance exempt certain items from the requirement to be covered by FCCs.

4.9.2. The contractor shall furnish, transport, repair and replace sufficient FCCs on each operational aircraft. An FCC shall be deemed unserviceable if it has damage in excess of any of the following:

- 4" x 4" L-shaped tear
- 8" long tear
- 2" diameter tear

4.9.3. The contractor will be responsible for covering and uncovering cargo with the FCCs. If FCC-covered cargo are taken away from the aircraft (assuming cargo are not covered and uncovered aboard the aircraft), the U.S. Government will ensure an adequate number of FCCs are returned to the aircraft prior to its next departure.

4.10. Safety Barriers

- 4.10.1. All passenger and cargo doors used for on-loading and off-loading of passengers, baggage, and cargo aboard contract aircraft shall be equipped with a safety barrier at chest or waist level. The safety barrier shall be in place when the cabin or cargo door is open except when actually on-loading or off-loading passengers/cargo or when loading stairs are positioned.

4.11. **Authority To Leave Unsafe Aircraft:** According to Section 2640, Chapter 157, 10 US Code, the following shall apply with regard to the authority to leave unsafe aircraft:

- 4.11.1. **Determinations To Leave Unsafe Aircraft:** AMC Air Carrier Survey Team members, ramp inspectors, the Military Surface Deployment and Distribution Command (SDDC), or such other agencies as may be designated by the Secretary of Defense (or if there is no such representative reasonably available, the senior officer on-board a contract mission) may order members of the armed forces to leave a contract mission if the representative (or officer) determines a condition exists on the aircraft which may endanger the safety of the passengers. If serious deficiencies exist, the appropriate AMC representative will initiate an operational immediate message to the next higher headquarters with a copy to the HQ AMC/A34YM, Contracting Officer. In cases where such deficiencies exist, only the FAA representative has the authority to ground the commercial aircraft in question.

**APPENDIX 1
REQUIRED REPORTS**

1.0. General: The following reports are required in the performance of this PWS.

2.0. Notice Of Accidents -- DOD Missions: When a contractor's aircraft is involved in an accident or incident in support of a DOD mission, as defined in 49 CFR, Part 830, the contractor shall transmit the following information by the most expeditious means available, to the TACC Emergency Action Cell at Scott AFB, Illinois, telephone (618) 229-0360. On the next business day, notification shall also be made to the ACO, via facsimile letter to (618) 256-2804, or by e-mail.

- (1) Contractor and trip number.
- (2) Aircraft type and number.
- (3) Date and time of the accident.
- (4) Last point of departure and point of intended landing of the aircraft.
- (5) Nature of the accident and the extent of damage to the aircraft so far as is known.
- (6) Total number of crewmembers and passengers on board.
- (7) Number of injured and fatalities aboard the aircraft.
- (8) Condition of baggage or Government-owned material, if any, on board.

3.0. Notice Of Accidents -- All Carrier Operations: When a contractor's aircraft is involved in any accident, DOD or otherwise, the contractor shall transmit the information in paragraph above to HQ AMC/A34B, Scott AFB IL (618) 229-4801. Incidents are reportable to HQ AMC/A34B only when they occur on a DOD charter. Accident and incident information should be provided on the next business day by the most expeditious means available. Accidents and incidents are defined in 49 CFR, Part 830.

4.0. Aircraft Medical Incidents: Report all aircraft medical incidents in flight, or while AMC passengers are under the control of the pilot in command, to the first available QAP or CA, at the next enroute station for in flight incidents, or the station where the incident occurs.

5.0. DOD Casualties: In cases where a death occurs on a contractor's aircraft, the following information shall be furnished to the Air Mobility Division, Al-Udied, Qatar: Name, Social Security Account Number (SSAN), and component of service identified as Army-USA, Air Force-USAF, Navy-USN, Marine Corps-USMC, Coast Guard-USCG.

6.0. Hazard Reporting: The contractor shall report any condition involving cargo that constitutes a hazard to operations, the contractor, and airport safety personnel. This report should contain the following information: location; date and time (GMT); nomenclature of cargo (proper shipping name of hazardous cargo); shipper's organization/unit and name of cargo representative; destination of cargo; TCN or bumper/increment number; facts and circumstances.

7.0. Spotlight Reports: In the event a contractor operating an AMC mission is illuminated or “spotlighted” during arrival or departure from an airfield, the crew shall note the date, time, and approximate area from which the spotlight originated. If the “spotlighting” is on arrival, the aircrew shall notify the base operations center of the occurrence immediately upon arrival. If the “spotlighting” is a departure, the aircrew shall notify the base operations center of the occurrence immediately upon arrival. The contractor shall also report the incident to HQ AMC/A34YMB during the next business day.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED <div style="text-align: center; border: 1px solid black; padding: 2px;">SECRET</div> b. LEVEL OF SAFEGUARDING REQUIRED <div style="text-align: center; border: 1px solid black; padding: 2px;">SECRET</div>		
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>			3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>			
a. PRIME CONTRACT NUMBER		<input checked="" type="checkbox"/> a. ORIGINAL <i>(Complete date in all cases)</i>		DATE (YYYYMMDD) <div style="text-align: center;">20040705</div>		
b. SUBCONTRACT NUMBER		b. REVISED <i>(Supersedes all previous specs)</i>		REVISION NO. DATE (YYYYMMDD)		
c. SOLICITATION OR OTHER NUMBER <div style="text-align: center;">FA4428-04-R0007</div>		DUE DATE (YYYYMMDD)		c. FINAL <i>(Complete Item 5 in all cases)</i> DATE (YYYYMMDD)		
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.						
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.						
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>						
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
7. SUBCONTRACTOR						
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
8. ACTUAL PERFORMANCE						
a. LOCATION Provide airlift transportation services in Afghanistan, Uzbekistan, and Pakistan		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT						
10. CONTRACTOR WILL REQUIRE ACCESS TO:						
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		YES	NO
b. RESTRICTED DATA		<input checked="" type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY			<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	<input checked="" type="checkbox"/>		
d. FORMERLY RESTRICTED DATA		<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/>		
e. INTELLIGENCE INFORMATION			d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE			<input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)		<input checked="" type="checkbox"/>	e. PERFORM SERVICES ONLY	<input checked="" type="checkbox"/>		
(2) Non-SCI	<input checked="" type="checkbox"/>		f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input checked="" type="checkbox"/>		
f. SPECIAL ACCESS INFORMATION		<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER			<input checked="" type="checkbox"/>
g. NATO INFORMATION		<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT			<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION		<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS	<input checked="" type="checkbox"/>		
i. LIMITED DISSEMINATION INFORMATION		<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input checked="" type="checkbox"/>		
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>		k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input checked="" type="checkbox"/>		
k. OTHER <i>(Specify)</i>			l. OTHER <i>(Specify)</i>			

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

HQ AMC/PA
503 Ward Street, Suite 214
Scott AFB, IL 62225-5302

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

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

The contractor shall comply with the requirements listed in this contract and be granted, at a minimum, an interim Facility Clearance of SECRET prior to award of this contract.

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

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

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

a. TYPED NAME OF CERTIFYING OFFICIAL

b. TITLE

c. TELEPHONE (*Include Area Code*)

d. ADDRESS (*Include Zip Code*)

17. REQUIRED DISTRIBUTION

☒

a. CONTRACTOR

☒

b. SUBCONTRACTOR

☒

c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

☒

d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

e. ADMINISTRATIVE CONTRACTING OFFICER

f. OTHERS AS NECESSARY

e. SIGNATURE

**APPENDIX 3
AIRFIELD ICAOs**

ICAOs

OA1X: Bagram, Afghanistan
OAKB: Kabul, Afghanistan
OAGN: Ghanzi, Afghanistan
OAGZ: Gardez, Afghanistan
OAKS: Khost, Afghanistan
OAJL: Jalabad, Afghanistan
OAMS: Mazar-e-Sharif, Afghanistan
OASG: Shebergan, Afghanistan
OAGR: Heart, Afghanistan
OAKN: Kandahar, Afghanistan

UTSK: Karshi Khanabad, Uzbekistan

OPJA: Jacobabad, Pakistan

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SOURCE SELECTION INFORMATION -- SEE FAR 2.101 and 3.104

PAST PERFORMANCE QUESTIONNAIRE
SHORT TAKE-OFF AND LANDING (STOL) SERVICES

Introduction

The Department of Defense (DOD) is conducting a competitive procurement for commercial STOL services in the Middle East.

Questionnaire Subject

To assist in evaluating proposals under this procurement, you have been requested to provide descriptive information for STOL contract services completed within the last three years.

Contractor Name: _____

Contractor Address: _____

Point of Contact (POC): _____

POC Phone/Fax Number(s): _____

Contract Number: _____

Contract Type: _____ Period of Performance: _____

Original Contract Value: _____ Current/Final Contract Value: _____

Description of Aircraft and Type of Services provided in the Contract: _____

Narrative comments would be particularly useful and greatly appreciated. Space is provided for comments, and additional pages may be used if desired.

Please email or fax your questionnaire directly to:

HQ AMC/A34YAC
Attn: Greg Hunt
Phone: 618-229-2507
Fax: 618-229-2804
email: greg.hunt@scott.af.mil

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1. Survey Respondent Name, Title, and Address:

Phone: _____ FAX: _____ E-Mail _____

2. Contractor performed as the ☐ Prime Contractor ☐ Subcontractor ☐ Key Personnel

Comments: _____

3. Past Performance: Please choose the number on a scale of 1 to 6 that most accurately describes the contractor's performance or situation. *Please provide a narrative explanation for any ratings of 1 or 2.*

1	2	3	4	5	6
Unsatisfactory	Marginal	Satisfactory	Very Good	Exceptional	Neutral (N)
Performance did not meet most contractual requirements. There were serious problems and the contractor's corrective actions were ineffective.	Performance did not meet some contractual requirements. There were problems, some of a serious nature, for which corrective action was only marginally effective.	Performance met contract requirements. There were some minor problems and corrective actions taken by the contractor were satisfactory.	Performance met all contract requirements and exceeded some to the government's benefit. There were few problems which the contractor resolved in a timely, effective manner.	Performance met all contract requirements and exceeded many to the government's benefit. Problems, if any, were negligible and were resolved in a timely, highly effective manner.	No record of past performance or the record is inconclusive

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SOURCE SELECTION INFORMATION -- SEE FAR 2.101 and 3.104

Work Area						
(a). Provided experienced managers and supervisors with the technical and administrative background to meet the contract requirements.	1	2	3	4	5	6
(b). Followed approved quality control plan.	1	2	3	4	5	6
(c). Provided qualified aircrew and maintenance personnel.	1	2	3	4	5	6
(d). Provided security processes to safeguard aircraft and personnel.	1	2	3	4	5	6
(e). Responsive to aircraft mission changes.	1	2	3	4	5	6
(f). Displayed initiative to solve problems.	1	2	3	4	5	6
(g). Provided accurate and timely reports.	1	2	3	4	5	6
(h). Overall Rating/Customer Satisfaction	1	2	3	4	5	6

Comments in response to (a) - (h) above: _____

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 2 PAGES	
AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 03/Aug/2004		4. REQUISITION/PURCHASE REQ. NO. See Schedule		5. PROJECT NO. (If applicable)	
ISSUED BY HQ AMC/A34YAC 402 Scott Drive, Unit 3A1 Scott AFB, IL 62255302 Greg V. Hunt (618) 229-2507		CODE FA4428		7. ADMINISTERED BY (If other than Item 6) HQ AMC/A34YMB 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302		CODE FA4428	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. FA4428-04-R-0007			
				<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 15/Jul/2004			
				10A. MODIFICATION OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (If required) CODE							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc). SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See continuation on page 2.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF SIGNER (Type or print)			
CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

a. The purpose of this amendment is to extend the closing date for solicitation FA4428-04-R-0007 from 29 Jul 04 1400 Local Time to 12 Aug 04 1400 Local Time and to make changes since issuance.

b. Accordingly, replace the following documents with those attached.

(1). Replace page 2, Continuation of the SF1449, with the attached revised page 2.

(2). Replace the Schedule of Services, pages 3-6, in its entirety. Schedule has been revised to reflect the refinement in the definition of services and division of funding between fiscal years.

(3). Replace the Contract Clauses and Contract Clauses Addendum, pages 5-16, in their entirety and replace with revised pages 7 - 18. Primary changes are:

- (i). Page numbers have been changed to read pages 7 - 18
- (ii). Deleted "x" in FAR 52.212-5, paragraph (8)(i) and (8) (iii) for FAR 52.219-9
- (iii). Changed the date for FAR 52.202-1, Definitions, to reflect the Jul 2004 version
- (iv). FAR 52.216-19, Order Limitations, has been revised to reflect the current definition of services
- (v). Para 33 (a), Passenger and Public Liability Insurance, added a second sentence regarding furnishing the Contracting Officer Evidence of Insurance.

(4). Replace the Contract Documents, Exhibits, or Attachments (table of contents) with the attached corrected and updated Table of Contents page 19.

(5). Replace the entire Statement of Work (SOW) dated 15 July 2004 with the attached SOW dated 2 August 2004. Changes have been made throughout the SOW, but particular attention is directed to paragraphs 1.2, 1.7.3, and 2.0.

- (i). Appendix 1, a new paragraph 2 has been added and the remaining paragraphs renumbered
- (ii). Appendix 3 has been revised to add three ICAOs and include available airfield data
- (iv). Appendix 4 has been added to include General Order Number 1 which addresses Standards of Conduct in-theater.

(6) Replace Solicitation Provisions, pages 18-31 in its entirety, with the attached Solicitation Provisions, pages 20-33. In addition to correcting the page numbers, the primary change was to revise language in paragraph 2(a), FAR 52.212-2, Evaluation – Commercial Items, Basis of Award, to reflect that past performance history and price will be evaluated approximately equal.

<p align="center">CONTINUATION OF THE SF 1449 (BLOCKS 16, 18, 20, AND 25)</p>
--

1. BLOCK 16—ADMINISTERED BY

The following personnel CENTCOM/CENTAF and AMC personnel have primary responsibility for contractual and program issues:

CENTCOM/CENTAF	Administrative Contracting Office
Air Mobility Division	HQ AMC/A34YM
Al-Udeid, Qatar	402 Scott Dr, Unit 3A1
DSN: 318-436-4423/4187	Scott AFB, IL 62225-5302
Comm: 460-9869	(618) 229-2468

2. BLOCK 18a—PAYMENT WILL BE MADE BY

Upon establishment of the task order, the appropriate payment office will be identified.

3. BLOCK 18b—ADDRESS TO SUBMIT INVOICES

Upon establishment of the task order, the address to submit invoices will be identified.

4. BLOCK 20—SCHEDULE OF SERVICES

(a). The period of performance shall begin 01 Sep 04 and proceed through 31 Aug 05 unless otherwise specified. All flights in progress at midnight on the last day of the contract shall not be affected by the expiration of this contract.

(b). Ordering: All services furnished under this contract shall be ordered through the issuance of a written task order. The Contracting Officer is the only one authorized to issue task orders against this contract. The Air Mobility Division (AMD), Al-Udeid, Qatar will designate a Contracting Officer Technical Representative (COTR) at Bagram that shall be responsible to schedule daily missions with the contractor and provide documentation to validate contractor services.

5. BLOCK 25—ACCOUNTING AND APPROPRIATION DATA

(a). The fund citation for this contract is as follows:

2142020 0000 76-2084 P135197.00 2540 8334PT MIPR4F25400086 34PT83 S09076

(b). MIPR4F25400086

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Contract Base Year Performance Period (01 Sep 04 - 31 Aug 05)					
0001	Mobilization Costs. The contractor shall specify their costs to mobilize all aircraft, personnel, equipment, and spares into Bagram Air Base (AB), Afghanistan.	1	LS	\$	\$
0002	Monthly Service. The contractor shall provide sufficient aircraft to perform STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
0002AA	Monthly Service FY04 Funds (1 Sep 04-31 Oct 04)	2	Mo	\$	\$
0002AB	Monthly Service FY05 Funds (1 Nov 04-31 Aug 05)	10	Mo	\$	\$
0003	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 0004AA and SLIN 0005AA below. Anticipated Routes: (Afghanistan): Bagram AB - Kandahar, Deh Rawood, Tarin Kowt, Qalat, Ghanzi, Gardez, Zormat, Khowst, Jalabad, Asadabad, Konduz, Mazar-e-Sharif, Shebergan, Heart, Kabul. (Uzbekistan): Bagram AB - Karshi Khanabad (Pakistan): Bagram AB - Jacobabad, Shamzi				
00034AA	Flying Hours FY04 Funds (1 Sep 04-31 Oct 04)	Est. 1464	Hours	\$	\$
0003AB	Flying Hours FY05 Funds(1 Nov 04-31 Aug 05)	Est 7296	Hours	\$	\$
0004	Reimbursable Expenses (Estimated) FY04 Funds 1 Sep 04-31 Oct 04	250,000	\$	\$1.00	\$250,000.00
0004AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
0004AB	Food And Lodging For Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205.46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0004AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				
0005	Reimbursable Expenses FY05 Funds (Estimated) 1 Nov 04-31Aug 05	1,250,000	\$	\$1.00	\$1,250,000.00
0005AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
0005AB	Food And Lodging For Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205.46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
0005AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				

The contractor shall complete the following technical information as part of their proposal:

Type of Aircraft_____	Aircraft Block Speed/Hour_____
Fuel Burn Rate/Hour_____	Aircraft Available Seats_____
Aircraft Range_____	Aircraft Total Payload_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Contract Option Year One Performance Period (01 Sep 05 - 31 Aug 06)					
1001	Monthly Service. The contractor shall provide sufficient aircraft to perform STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
1001AA	Monthly Service FY05 Funds (1 Sep 05-31 Oct 05)	2	Mo	\$	\$
1001AB	Monthly Service FY06 Funds (1 Nov 05-31 Aug 06)	10	Mo	\$	\$
1002	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 1003AA and SLIN 1004AA below. Anticipated Routes: (Afghanistan): Bagram AB - Kandahar, Deh Rawood, Tarin Kowt, Qalat, Ghanzi, Gardez, Zormat, Khowst, Jalabad, Asadabad, , Konduz, Mazar-e-Sharif, Shebergan, Heart, Kabul. (Uzbekistan): Bagram AB - Karshi Khanabad (Pakistan): Bagram AB - Jacobabad, Shamzi				
1002AA	Flying Hours FY05 Funds (1 Sep 05-31 Oct 05)	Est. 1464	Hours	\$	\$
1002AB	Flying Hours FY06 Funds (1 Nov 05-31 Aug 06)	Est 7296	Hours	\$	\$
1003	Reimbursable Expenses (Estimated) FY05 Funds 1 Sep 05- 31 Oct 05	250,000	\$	\$1.00	\$250,000.00
1003AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
1003AB	Food And Lodging For Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205.46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
1003AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1004	Reimbursable Expenses FY06 Funds (Estimated) 1 Nov 05-31Aug 06	1,250,000	\$	\$1.00	\$1,250,000.00

1004AA Fuel

The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.

1004AB Food And Lodging For Contractor Personnel

In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205.46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.

1004AC Airport Fees

In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.

The contractor shall complete the following technical information as part of their proposal:

Type of Aircraft_____	Aircraft Block Speed/Hour_____
Fuel Burn Rate/Hour_____	Aircraft Available Seats_____
Aircraft Range_____	Aircraft Total Payload_____

CONTRACT CLAUSES

**1. FAR 52.212-4
(ADDENDUM)****CONTRACT TERMS AND CONDITIONS -
COMMERCIAL ITEMS (IAW FAR 12.301(b)(3))****OCT 2003**

(a). Paragraph (f) entitled "Excusable Delays" is tailored to include the following: "Should an excusable delay cause the contractor to be unable to perform in accordance with the contract; the government reserves the right to obtain service for the affected CLIN from another source. This right is in effect until the contractor provides written notice of the cessation of the occurrence or the government's obligation to use the other source has expired, whichever is later."

2. FAR 52.212-5**CONTRACT TERMS AND CONDITIONS REQUIRED
TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -
COMMERCIAL ITEMS (IAW FAR 12.301(b)(4))****JUN 2004**

(a). The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (Aug 1996)(31 U.S.C 3553).

(b). The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate 1 (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C.657a).

☐ (4) (i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I (Mar 1999) of 52.219-5.

☐ (iii) Alternate II (June 2003) of 52.219-5.

☐ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003)(15 U.S.C.644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644)

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☐ (7) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637 (d)(2) and (3)).

☐ (8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002)(15 U.S.C. 637 (d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

- ___ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-27 Notice of Total Service-Disabled Veteran Owned-Small Business Set-Aside (May 2004)
- ___ (14) 52.222-3, Convict Labor (June 2003)(E.O.11755)
- ___ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jun 2004)(E.O. 13126).
- ___ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- _X_ (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
- _X_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- _X_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- _X_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- ___ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42.U.S.C. 6962(c)(3)(A)(ii)).
 ___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (22) 52.225-1, Buy American Act—Supplies (June 2003)(41 U.S.C. 10a-10d).
- ___ (23)(i) 52.225-3, Buy American Act -Free Trade Agreement - Israeli Trade Act - (Jan 2004)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub.L 108-77, 108-78).
 ___ (ii) Alternate I (Jan 2004) of 52.225-3.
 ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (24) 52.225-5, Trade Agreements (Jun 2004)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (25) 52.225-13, Restriction on Certain Foreign Purchases (Dec 2003)(E.o.s. proclamation, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (26) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).
- ___ (27) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).
- ___ (28) 52.232-29, Term for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (29) 52.232.30, Installation Payments for Commercial Items (Oct 1995)(41 U.S.C. 2307(f), 10 U.S.C. 2307(f)).

- ☒ (30) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003)(31 U.S.C. 3332).
- ☐ (31) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ☒ (32) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
- ☐ (33) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- ☐ (34) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. 1241 and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ☐ (1) 52.222-41, Service Contract Act of 1965, As Amended (May 1989)(41 U.S.C. 351, et seq.).
- ☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).
- ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraph (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

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

SECTION C - CONTRACT CLAUSES
ADDENDUM - OTHER APPLICABLE CLAUSES INCORPORATED
BY REFERENCE OR FULL TEXT

1. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB 1998

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

- | | | |
|-------------------------|--|-----------------|
| 2. FAR 52.202-1 | DEFINITIONS
(IAW FAR 2.201) | JUL 2004 |
| 3. FAR 52.204-2 | SECURITY REQUIREMENTS | AUG 1996 |
| 4. FAR 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON
ON RECYCLED PAPER (IAW FAR 4.303) | AUG 2000 |
| 5. FAR 52.216-18 | ORDERING
(IAW FAR 16.506(a)) | OCT 1995 |

For the purposes of this contract, all services furnished under this contract shall be ordered through the issuance of a written task order. For the purposes of this clause, blank (a) is completed as follows:

- (a). Such orders may be issued from 01 Sep 04 through 31 Aug 05 for the base year and 01 Sep 05 through 31 Aug 06 for the option year.

- | | | |
|-------------------------|---|-----------------|
| 6. FAR 52.216-19 | ORDER LIMITATIONS
(IAW FAR 16.506(b)) | OCT 1995 |
|-------------------------|---|-----------------|

For the purposes of this clause the blanks are completed as follows:

- (a). less than 1 Flying Hour
(b)(1). in excess of 8 Flying Hours Per Day Per Aircraft
(b)(2). in excess of 9000 Flying Hours Per Year
(b)(3). within 30 days
(d). within 1 day

- | | | |
|-------------------------|--|-----------------|
| 7. FAR 52.216-21 | REQUIREMENTS
(IAW FAR 16.506(d)) | OCT 1995 |
|-------------------------|--|-----------------|

For the purposes of this clause, blank (f) is completed as follows:

- (f). Contractor shall not be required to make any deliveries under this contract after seven days after the expiration of the contract.

- | | | |
|------------------------|---|-----------------|
| 8. FAR 52.217-8 | OPTION TO EXTEND SERVICES
(IAW FAR 17.208(f)) | NOV 1999 |
|------------------------|---|-----------------|

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days prior to the expiration of the contract.

8. FAR 52.217-9 OPTION TO EXTEND THE TERM OF CONTRACT MAR 2000
(IAW FAR 17.208(g))

For the purposes of this clause, the blanks are completed as follows:

- (a). within 30 days, 60 days
- (c). shall not exceed 30 months

10. FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (IAW FAR 23.303)	JAN 1997
11. FAR 52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (IAW FAR 28.309(a))	APR 1984
12. FAR 52.232-17	INTEREST (IAW FAR 32.617(a) and (b))	JUN 1996
13. FAR 52.232-18	AVAILABILITY OF FUNDS (IAW FAR 32.705-1(a))	APR 1984
14. FAR 52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (IAW FAR 32.705-1(b))	APR 1984

Funds are not presently available for performance under this contract beyond 31 Oct 04. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 31 Oct 04 until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

15. FAR 52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (IAW FAR 32.1110(e))	MAY 1999
16. FAR 52.233-3	PROTEST AFTER AWARD (IAW FAR 22.106(b))	AUG 1996
17. FAR 52.242-15	STOP-WORK ORDER (IAW FAR 42.1305(b))	AUG 1989
18. DFARS 252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE (IAW DFARS 201.602-70)	DEC 1991

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

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

- | | | |
|------------------------|---|----------|
| 19. DFARS 252.209-7004 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (IAW DFARS 209.409) | MAR 1998 |
| 20. DFARS 252.212-7001 | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS.
(IAW DFARS 212.301(f)(iii)) | JUN 2004 |

(a). The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (Apr 1984) (10 U.S.C. 2207)

(b). The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- | | | |
|-------------------------------------|--------------|---|
| <input checked="" type="checkbox"/> | 252.205-7000 | Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416). |
| <input type="checkbox"/> | 252.219-7003 | Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637). |
| <input type="checkbox"/> | 252.219-7004 | Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note). |
| <input type="checkbox"/> | 252.225-7001 | Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582). |
| <input type="checkbox"/> | 252.225-7012 | Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a). |
| <input type="checkbox"/> | 252.225-7014 | Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a). |
| <input type="checkbox"/> | 252.225-7015 | Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a). |
| <input type="checkbox"/> | 252.225-7016 | Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (____ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts). |
| <input type="checkbox"/> | 252.225-7021 | Trade Agreements (JAN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note). |
| <input type="checkbox"/> | 252.225-7027 | Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779). |
| <input type="checkbox"/> | 252.225-7028 | Exclusionary Policies and Practices of Foreign Governments (APR 2003) |

(22 U.S.C. 2755).

_____	252.225-7036	Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2004) (____ Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
_____	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
_____	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).
_____	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
_____	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
__X__	252.232-7003	Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
__X__	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
_____	252.247-7023	Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000) (____ Alternate II) (MAR 2000) (____ Alternate III) (MAY 2002) (10 U.S.C. 2631).
_____	252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c). In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

21. DFARS 252.225.7043 ANTITERRORISM/FORCE PROTECTION POLICY JUN 1998
FOR DEFENSE CONTRACTORS OUTSIDE THE
UNITED STATES (IAW DFARS 225.7402)

For the purposes of this clause, the blank(s) are completed as follows:

(c). HQ AFSFC/SFPA; telephone, DSN 945-7035/36 or commercial (210) 925-7035/36.

22. DFARS 252.233-7001 CHOICE OF LAW (OVERSEAS) JUN 1997
(IAW DFARS 233.215-70)

23. DFARS 252.243-7001 PRICING OF CONTRACTOR MODIFICATIONS DEC 1991
(IAW DFARS 243.205-70)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR Part 31 and DFARS Part 231, if effect on the date of this contract, apply.

24. AFFARS 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE APR 2003
DEPLETING SUBSTANCES
(IAW AFFARS 5323.804)

(c). The requiring activity has obtained Senior Acquisition Official (SAO) approval to permit the contractor to use the following Class I ODS(s): None

25. AFFARS 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT JUN 1997
INSTALLATIONS
(IAW AFFARS 5323.9001)

26. AFFARS 5352.223-9002 REQUIREMENTS AFFECTING APR 2003
CONTRACTOR PERSONNEL PERFORMING
MISSION ESSENTIAL SERVICES
(IAW AFFARS 5323.9201)

(b). Within 30 calendar days after contract award or incorporation of this clause into a contract by modification, the Contractor shall provide a written list of all "Mission Essential Contractor Personnel" to the Contracting Officer or designee. The list shall identify names and country(ies) where each employee will perform work under this contract.

27. AMCFARS 5352.247-1000 (AMC) AIR SAFETY DEC 2002
(IAW AMCFARS 5347.4-100(a))

28. AMCFARS 5352.247-1001 (AMC) REQUIREMENT FOR AUTHORIZATION DEC 2002
TO ENGAGE IN AIR TRANSPORTATION -
ALTERNATE II (AUG 1999)
(IAW AMCFARS 5347.4-100(d))

29. AMCFARS 5352.247-1002 (AMC) CONTRACTOR'S FAILURE OCT 1994
TO PROVIDE SERVICE -
ALTERNATE II (AUG 1999)
(IAW AMCFARS 5347.4-100(g))

30. DFARS 252.232-7003 ELECTRONIC SUBMISSION JAN 2004
OF PAYMENT REQUESTS

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

(1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the

Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

- (1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.
- (2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.
- (3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.
 - (i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.
 - (ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.
- (4) Another electronic form authorized by the Contracting Officer.
 - (c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.
 - (d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

**31. AFFARS 5352.204-9000 NOTIFICATION OF GOVERNMENT
SECURITY ACTIVITY AND VISITOR
GROUP SECURITY AGREEMENTS**

APR 2003

This contract contains a DD Form 254, DOD Contract Security Classification Specification, and requires performance at a government location in the U.S. or overseas. Prior to beginning operations involving classified information on an installation identified on the DD Form 254, the contractor shall take the following actions:

(a) At least thirty days prior to beginning operations, notify the security police activity shown in the distribution block of the DD Form 254 as to:

- (1) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;
- (2) The contract number and military contracting command;
- (3) The highest classification category of defense information to which contractor employees will have access;
- (4) The Air Force installations in the U.S. (in overseas areas, identify only the APO number(s)) where the contract work will be performed;
- (5) The date contractor operations will begin on base in the U.S. or in the overseas area;
- (6) The estimated completion date of operations on base in the U.S. or in the overseas area; and
- (7) Any changes to information previously provided under this clause.

This requirement is in addition to visit request procedures contained in DOD 5220.22-M, National Industrial Security Program Operating Manual.

(b) Prior to beginning operations involving classified information on an installation identified on the DD Form 254 where the contractor is not required to have a facility security clearance, the contractor shall enter into a Visitor Group Security Agreement (or understanding) with the installation commander to ensure that the contractor's security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions that will be performed:

(1) By the installation for the contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections under DOD 5220.22-M, classified mail services, security badges, visitor control, and investigating security incidents; and

(2) Jointly by the contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

32. AFFARS 5352.242.9000

**CONTRACTOR ACCESS TO
AIR FORCE INSTALLATIONS**

JUN 2002

(a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and any additional requirements to comply with local security procedures to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Volume 1, The Air Force Installation Security Program, and AFI 31-501, Personnel Security Program Management, as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

33. PASSENGER AND PUBLIC LIABILITY INSURANCE

(a). General. Prior to performance of any services hereunder, the contractor shall, at its own expense, procure and maintain during the entire performance period of this contract, with financially and legally responsible insurance company or companies, passenger and public liability insurance. The contractor shall furnish to the Contracting Officer Evidence of Insurance duly executed by the Insurer, of the insurance required by this contract.

(b). Liability insurance purchased pursuant to the requirements of this paragraph shall cover payment to the Government, pursuant to the subrogation provision of the Medical Care Recovery Act (42 USC 2651-3) and within the liability limitations of this contract, of the cost of Government provided medical care to the extent that said insurance would cover payment to injured individuals of the cost of medical care in the absence of any Government obligation to provide medical care. If a court of competent jurisdiction determines that any transportation furnished pursuant to this contract is subject to the Warsaw Convention, 49 Stat. 30000, and the contractor is entitled to limit its liability under that Convention, then the minimum limit of insurance required by this clause shall be considered to be a "higher limit of liability agreed to by special contract" as contemplated by the last sentence of Article 22(1) of that Convention, and the Contractor agrees that it shall not with respect to any claim arising out of the death, wounding, or other bodily injury of a passenger, avail itself of any defense under Article 20(1) of the Convention. Nothing herein shall be deemed to affect the rights and liabilities of the contractor with regard to any claim brought by,

on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wondering, or bodily injury of a passenger.

(c). Split Limits Liability. The minimum limits of liability insurance coverage maintained by the contractor shall be as follows:

(d). Liability for bodily injury to or death of aircraft passengers: A limit for any one passenger of at least three hundred thousand dollars (\$300,000.00), and a limit for each occurrence in any one aircraft of at least an amount equal to the sum produced by multiplying three hundred thousand dollars (\$300,000.00) by the next highest whole number resulting from taking 75 percent of the total number of passenger seats installed in the aircraft.

(e). Liability for bodily injury to or death of persons (excluding passengers): A limit of at least three hundred thousand dollars (\$300,000.00) for any one person in any one occurrence, and a limit of at least twenty million dollars (\$20,000,000.00) for each occurrence.

(f). Liability for loss of or damage to property: A limit of at least twenty million dollars (\$20,000,000.00) for each occurrence.

(g). Combined Single Limit Liability.

(h). Notwithstanding the provisions of paragraph b above the contractor may be insured for a single limit of liability for each occurrence. In that event, coverage shall be equal to or greater than the combined required minimums set forth in paragraph b, above, for bodily injury, property damage, and/or passenger liability for the type of use to which such aircraft is put, as the case may be.

(i). In the case of a single limit of liability, aircraft may be insured by a combination of primary and excess policies. Such policies shall have combined coverage equal to or greater than the required minimums set forth in paragraph b, above, for bodily injury to non-passengers, property damage, and/or passenger liability for the type of use to which the aircraft is put, as the case may be.

NOTE: In the event the proposed changes to the Warsaw Convention, known as the Montreal Protocol, are approved or ratified by the United States and become effective in the United States, the Montreal Protocol will take precedence to the extent it is inconsistent with the terms of the contract regarding insurance.

34. CONTRACTOR ACQUIRED INSURANCE

The contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance.

TYPE	AMOUNT
<u>Automobile</u>	
Bodily Injury Liability	\$200,000 per person \$500,000 per occurrence
Property Damage Liability	\$20,000 per occurrence
<u>Comprehensive General Liability</u>	
Bodily Injury Liability	\$500,000 per occurrence
<u>Workmen's Compensation and Employers Liability</u>	
Workman's Comp & Occupational Disease	Statutory
Employer's Liability	\$100,000

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

<i>TITLE</i>	<i>NUMBER OF PAGES</i>
Past Performance Questionnaire	3
Attachment 1. Statement of Work	9
<i>Statement of Work Appendices</i>	
Appendix 1 Required Reports	2
Appendix 2 DD Form 254	2
Appendix 3 Airfield Information	2
Appendix 4 CJTF-76 General Order Number 1	3

SOLICITATION PROVISIONS

1. FAR 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS JAN 2004
(Addendum) (IAW FAR 12.301(b)(1))

(a). Paragraph (a) is tailored to read: North American Industry Classification (NAICS) code is 481211 and the small business size standard is 1500.

(b). Paragraph (b) "Submission of offers" is tailored to read:

PROPOSAL PREPARATION INSTRUCTIONS

A. To assure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. Proposals must be complete, self-sufficient, and respond directly to the requirements of this solicitation. The response shall consist of three (3) separate parts; Part I - Price Proposal, Part II - Technical Proposal, and Part III - Past Performance Information.

B. The contracting officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the contracting officer will review this determination and if, in the contracting officer's opinion, adequate price competition exists no additional cost information will be requested and certification under FAR 15.406-2 will not be required. However, if at any time during this competition the contracting officer determines that adequate price competition no longer exists offerors may be required to submit information to the extent necessary for the contracting officer to determine the reasonableness of the price.

C. Specific Instructions:

1. PART I - PRICE PROPOSAL - Submit original and one (1) copy

(a). Complete the SF Form 1449 blocks 12, 17a, and 30a, 30b, and 30c. In doing so, the offeror accedes to the contract terms and conditions as written in the Request for Proposal (RFP) with attachments. The RFP constitutes the model contract.

(b). Insert proposed unit and extended prices in the Schedule B, page 3 for each Contract Line Item (CLIN), including all option periods.

(c). Complete the necessary fill-ins and certifications in the provisions. The provisions at 52.212-3 shall be returned with the proposal.

2. PART II - TECHNICAL PROPOSAL - Submit original and one (1) copy

(a). Factor - Type of Aircraft. The offeror's proposal will be evaluated on a pass/fail basis to validate that the proposed aircraft will accomplish the Government's requirement as specified in the Statement of Work, paragraph 1.2.

3. PART III - PAST PERFORMANCE INFORMATION - Submit original and one (1) copy

(a). Quality and Satisfaction Rating for Contracts Completed in the Past Three Years: Provide information (letters, metrics, customer surveys, independent surveys, etc.) which demonstrates customer satisfaction with overall job performance and quality of completed service for a level of effort essentially the same as this magnitude of effort. In addition, explain corrective actions taken in the past, if any, for substandard performance and any current performance problems such as cost overruns, extended performance periods, numerous warranty calls, etc.

(b). Performance Surveys: The Government will evaluate the quality and extent of the offeror's experience deemed relevant to the requirements of this RFP. The Government will use information submitted by the offeror and other sources such as other Government offices and commercial sources, to assess experience. The evaluation of past performance will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the acquisition.

- (1). Provide a list of no more than five relevant contracts performed for federal or commercial customers within the last three years.
- (2). Relevant past performance is defined as federal or commercial Short Take-Off and Landing (STOL) services essentially the same as the magnitude of this required effort.
- (3). Recent past performance is defined as performance that has been accomplished during the past three years based on the RFP issuance date.
- (4). Furnish the following information for each contract referenced:
 - Company/Division Name
 - Service
 - Contracting Agency/Customer
 - Contract Number
 - Contract Dollar Value
 - Period of Performance
 - Verified Name, Address, Telephone & Fax Number of the Contracting Officer
 - Comments regarding compliance with the terms and conditions
 - Comments regarding any known performance deemed unacceptable

Note: If a teaming arrangement is contemplated, provide complete information as to the arrangements, including any relevant and recent past/present performance information on previous teaming arrangements with same partner. If this is a first time joint effort, each party to the arrangement must provide a list of past and present relevant contracts.

(c). Subcontractor Consent: Past performance information pertaining to a subcontractor cannot be disclosed to the prime offeror without the subcontractor's consent. Provide with the proposal a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime contractor.

D. Documents submitted in response to this RFP must be fully responsive to and consistent with the following:

- (1). Requirements of the RFP (CLINS) and Statement of Work (SOW), and government standards and regulations pertaining to the SOW.
- (2). Evaluation Factors for Award.
- (3). Past Performance Information is limited to 20 double-sided pages. Pages exceeding the page limitation will not be read or evaluated and will be removed from the proposal.
- (4). The format for Parts II and III shall be as follows:
 - (a). The proposals will be 8 1/2" x 11" paper except for fold-outs used for charts, tables, or diagrams, which may not exceed 11" x 17".

(b). Font shall be 12 pitch.

(c). Elaborate formats, bindings, or color presentations are not desired or required.

**2. FAR 52.212-2
(Addendum)**

**EVALUATION - COMMERCIAL ITEMS
(IAW FAR 12.301(c))**

JAN 1999

(a). **Basis of Award.** This is a competitive best-value source selection in which competing offerors' past performance history will be evaluated on a basis approximately equal to cost or price considerations. By submission of its offer in accordance with the instructions in this section, the offeror accedes to the terms of this solicitation and all such offers will be treated equally except for their prices and performance records. The evaluation process shall proceed as follows:

(1). Initially offers shall be ranked according to price including all option prices. An offeror's proposed prices will be determined by multiplying the quantities identified in the Schedule by the proposed unit price for each Contract Line Item Number (CLIN) or contract Subline Item Number (SLIN) to confirm the extended amount. The price evaluation will document the completeness and reasonableness of the proposed total evaluated price.

(2). Next, the Government technical evaluation team shall evaluate, on a pass/fail basis, the technical proposals submitted by the three lowest priced offerors against the following evaluation factor:

(A). Type of Aircraft. The offeror's proposal will be evaluated on a pass/fail basis to validate that the proposed aircraft will accomplish the Government's requirement as specified in the Statement of Work, paragraph 1.2.

(3). Using questionnaires, the contracting officer shall seek performance information on the three lowest priced offerors based on (1) the completed surveys provided by the offeror's references and (2) data independently obtained from other Government and commercial sources. The Government reserves the right to seek information on higher priced offerors if none of the lower priced offerors receive an exceptional past performance risk rating. The purpose of the past performance evaluation is to allow the Government to assess the offeror's ability to perform the effort described in this RFP, based on the offeror's demonstrated past and present performance. The assessment will result in an overall risk rating of exceptional, very good, satisfactory, neutral, marginal, or unsatisfactory. Past performance regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement will be rated as highly as past performance for the principal offeror. Offerors with no relevant past or present past performance history shall receive the rating "neutral", meaning the rating is treated neither favorably nor unfavorably.

(c). In evaluating past performance, the Government reserves the right to give greater consideration to information on those contracts deemed most relevant to the effort described in this RFP.

(d). If the lowest priced evaluated technically acceptable offer is judged to have an exceptional past performance risk rating, that offer represents the best value for the Government and the evaluation process stops at this point. Award shall be made to that offeror without further consideration of any other offers.

(e). The Government reserves the right to award a contract to other than the lowest priced offeror if that offeror is judged to have a performance risk rating of "very good" or lower. In that event, the contracting officer shall make an integrated best-value award decision.

(f). Offerors are cautioned to submit sufficient information and in the format specified. Offeror's may be asked to clarify certain aspects of their proposal (for example, the relevance of past performance information) or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond.

Communication conducted to resolve minor or clerical errors will not constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for proposal revision.

(1). Adverse Past Performance is defined as past performance information that supports a less than satisfactory rating on any evaluation aspect or any unfavorable comment received from sources without a formal rating.

(g). The Government intends to award a contract without discussions with respective offerors. The Government, however, reserves the right to conduct discussions if deemed in their best interest.

3. FAR 52.212-3

**OFFEROR REPRESENTATIONS
AND CERTIFICATIONS - COMMERCIAL ITEMS
ALTERNATE I APR 2002
(IAW FAR 12.301(b)(2))**

MAY 2004

(a) Definitions. As used in this provision:

"Emerging small business," means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

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

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

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

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

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern –

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.]

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes,

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it ☐ is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
50 or fewer	\$1 million or less

51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

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

(ii) It [] is, [] not a joint venture that complies with the requirements of 13 CFR part 126, and

the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [*The offeror shall check the category in which its ownership falls*]:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding

(d) Representations required to implement provisions of Executive Order 11246 –

(1) Previous contracts and compliance. The offeror represents that –

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

(ii) It [☐] has, [☐] has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that –

(i) It [☐] has developed and has on file, [☐] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [☐] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f). Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g).

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

FTA Country or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation,

substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: ((g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

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

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

Alternate I (Apr 2002).

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)
[The offeror shall check the category in which its ownership falls]:

- ☐ Black American.
☐ Hispanic American.
☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
☐ Individual/concern, other than one of the preceding.

4. FAR 52.216-1 TYPE OF CONTRACT APR 1984
(IAW FAR 16.105)

The Government contemplates award of a Fixed-price, Indefinite-Delivery, Requirements contract resulting from this solicitation.

5. FAR 52.217-5 EVALUATION OF OPTIONS JUL 1990
(IAW FAR 17.208(c)(1))

6. FAR 52.233-2 SERVICE OF PROTEST AUG 1996
(IAW FAR 33.106)

(a). Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the address in Block 9 of the SF Form 1449.

(b). The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO. (End of Provision)

7. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED FEB 1998
BY REFERENCE
(IAW FAR 52.107(a))

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

8. DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP MAR 1998
OR CONTROL BY GOVERNMENT
A TERRORIST COUNTRY
(IAW DFARS 209.104-70(a))

(a). *Definitions.* As used in this provision-

- (1). "Government of a terrorist country" includes the state and the Government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2). "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the Government of

which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3). "Significant interest" means-

- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
- (ii) Holding a management position in the firm, such as a director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtedness of a firm.

(b). *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the Government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c). *Disclosure.* If the Government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the Government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

- (1). Identification of each Government holding a significant interest; and
- (2). A description of the significant interest held by each Government.

9. DFARS 252.212-7000

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (IAW DFARS 212.301(f)(ii))

NOV 1995

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

- (1). "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
- (2). "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b). *Certification.* By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-

- (1). Does not comply with the Secondary Arab Boycott of Israel; and
- (2). Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c). *Representation of Extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

- (1). The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2). Representation. The Offeror represents that it-

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3). Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**10. AMCFARS 5352.247-1003 PREREQUISITES FOR AWARD
AIR TRANSPORTATION
(IAW AMCFARS 5347.4-101)**

DEC 2002

(a). In addition to satisfying other solicitation requirements, an offeror must be an approved Department of Defense (DoD) carrier-and not in a suspended or temporary non-use status-to receive a contract award. The offeror's DoD approval must be for service that is equivalent to the service described in this solicitation. To obtain DoD approval, the offeror must satisfy the obligations contained in the clause entitled "Air Safety" as well as the quality and safety requirements set forth in 32 CFR Part 861, "Department of Defense Commercial Air Carrier Quality and Safety Review Program." DoD approval is a prerequisite for contract award irrespective of the form of air transportation service (passenger, courier, cargo, etc.) the carrier would provide under a contract resulting from this solicitation.

(b). If an offeror is not currently a DoD-approved carrier, but otherwise appears eligible for award, the contracting officer will request an evaluation of the offeror for DoD approval. Once DoD approval is granted, the contracting officer will consider the offeror's approved status along with the offeror's ability to meet other solicitation requirements in determining eligibility for award. In particular, an offeror must satisfy the 32 CFR Part 861 requirement for 12 continuous months of comparable service not later than the closing date of the international CRAF solicitation for award of fixed business. To receive international expansion business or any domestic airlift business, the offeror must satisfy the 12 months requirement by time of award. (Note: An offeror may not receive an award if, in the contracting officer's judgment, the time required to obtain DoD approval will cause an unacceptable delay in contract award.)

11. FORMAL COMMUNICATIONS

(a). Formal communications, such as requests for clarification and/or written information concerning this solicitation, shall be submitted electronically to greg.hunt@scott.af.mil with a courtesy copy to mary.wright@scott.af.mil.

(b). The request will be in the following format:

Reference: RFP: FA4428-04-R-0007, Section: _____, Page: _____, Paragraph: _____, (or Figure)
Question: _____

(c). Inquiries will be answered in writing and provided to all offerors. However, inquiries may not be answered when received less than 10 calendar days before the due date of offers.

STATEMENT OF WORK (SOW)

2J

**SHORT TAKE-OFF AND LANDING (STOL)
SERVICES**

3 August 2004

HEADQUARTERS AIR MOBILITY COMMAND

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1. Description of Services.

1.1. Scope of Contract. Provide all fixed-wing aircraft, personnel, equipment, tools, material, maintenance, and supervision necessary to perform Short Take-Off and Landing (STOL) passenger, cargo, or passenger and cargo air transportation services that the DOD elects to perform via commercial charter between locations identified as anticipated routes and other locations as may be identified at the time of mission scheduling.

- 1.1.1. Aircraft/crew will be available 14 hours a day from pre-dawn to dusk, seven (7) days a week. The 14 hours exceeds the eight (8) hours flying stated in para 1.1.2 below and is meant to allow for mission planning, load/off-load time, debriefs, etc.
- 1.1.2. Missions will be scheduled at least twenty-four (24) hours in advance, unless otherwise agreed to by the contractor and Contracting Officer's Technical Representative (COTR). Each aircraft will be expected to fly no more than eight (8) hours of flight time per day. All missions will originate and end in Bagram Air Base (AB), Afghanistan.
- 1.1.3. The contractor shall coordinate all airlift movements with the Regional Air Movement Control Center prior to any mission.
- 1.1.4. The Government anticipates contracting for up to a maximum of 2190 flight hours per quarter.
- 1.1.5. The contractor may refuse any mission for safety reasons. However, mission must be rescheduled and flown as agreed to by the COTR and contractor.
- 1.1.6. Aircraft departure shall take place within 20 minutes of scheduled departure times.

1.2. Aircraft Requirements.

- 1.2.1. Aircraft must be a multi-engine, fixed wing aircraft listed on the air carrier's Federal Aviation Regulation (FAR) 135 certificate.
- 1.2.2. Aircraft must be capable of taking-off and landing on short (minimum 3,500 ft) unimproved runways.
- 1.2.3. Aircraft must be pressurized and capable of transporting passenger/cargo loads in extreme hot and cold temperature conditions that include high altitudes with mountain ranges up to 15,000 ft AGL.
 - 1.2.3.1. The contractor shall transport up to seven passengers and personal baggage per mission. Planning weight for passengers plus their baggage is 400 lbs per person for a total of 2,800 lbs.
 - 1.2.3.2. Provide a minimum of 6,000 lbs of cargo movement per mission and a maximum of 18,000 lbs of cargo movement per day.

1.2.3.3. Provide passenger and cargo combination service with a total passenger and cargo weight of 6,000 lbs per mission and a maximum of 18,000 lbs per day. Note: These figures include the planning weight of 2,800 lbs in paragraph 1.2.3.1.

1.2.4. Aircraft must be configured with Ultra High Frequency (UHF) and Very High Frequency (VHF) radio, and Global Positioning Satellite (GPS).

1.2.5. Aircraft must be able to fly under Instrument Flight Rules (IFR) conditions.

1.3. Personnel Requirements.

1.3.1 All personnel performing under this contract are required to possess a Secret security clearance. Interim clearances are acceptable initially. All personnel are required to speak English in a fluent and coherent manner. Personnel performing this contract are considered to be U.S. civilians serving with, employed by, or accompanying the Armed Forces of the United States and coalition forces. The contractor and its employees will be bound to adhere to General Order 1 as set forth in Appendix 4, and any supplements or any successor order.

1.3.2. Aircrew members shall be trained, qualified, and maintain proficiency in accordance with Federal Aviation Regulation (FAR) 135 and 32 CFR 861.

1.3.3. Aircraft maintenance personnel shall be trained, qualified, and maintain proficiency in accordance with FAR 135.

1.4. Aircraft Maintenance. Aircraft will be maintained in accordance with FAR 135.

1.5. Passenger Service.

1.5.1. The contractor shall transport up to seven passengers and personal baggage per mission. Planning weight for passengers plus their baggage is 400 lbs per person for a total of 2800 lbs.

1.5.2. Bagram Passenger Services personnel will provide the contractor a list of personnel authorized for flight prior to boarding. The contractor shall not permit any unauthorized personnel to board the aircraft.

1.5.3. The contractor shall verify passenger body weight with calibrated scales. If scales are not available, interrogated weights can be used.

1.5.4. Offloading shall be accomplished within 30 minutes or less to comply with Maximum on Ground (MOG) restrictions and safety considerations.

1.6. Cargo Service.

1.6.1. Provide cargo transportation up 6,000 lbs. Estimated largest piece is 8'x 3'x 3' with gross weight of 300 lbs each.

1.6.2. Offloading shall be accomplished within 30 minutes or less to comply with Maximum on Ground (MOG) restrictions and safety considerations.

1.6.3. All cargo will be floor loaded -- no pallets.

1.7 Transporting Hazardous Cargo

1.7.1. The Government will ensure all hazardous materials are properly prepared prior to loading the aircraft. Prior to departure, the Government will furnish the pilot in command a written briefing to include the following information: proper shipping name, UN number, and hazard class and division; quantity in terms of weight or volume; location of the hazardous item in the aircraft; NEW for any Class 1 (explosives), passenger authorization; cabin smoking restrictions; and special handling instructions. When transporting hazardous material, the contractor shall transport material in accordance with Air Force Manual (AFMAN) 24-204(I). The type and quantity will be in accordance with limits established in Title 49 CFR, 172.101 (Hazardous Material Table) column 9 and Part 175. Whenever hazardous materials are on board the aircraft, the pilot in command shall enter the following information in the remarks section of the flight plan: proper shipping name, classification, and net explosive weight (NEW); and shall advise the tower or ground control prior to taxiing and landing. Identification shall include aircraft identification number, NEW, or quantity of other hazardous materials, hazard class/division proper shipping name, United Nations (UN) number, and Estimated Time of Arrival (ETA)/Estimated Time of Departure (ETD).

1.7.2 Required Regulation: Contractor shall ensure each aircraft transporting explosives and other hazardous materials has on board a current copy of the International Civil Aviation Organization (ICAO), "Emergency Response Guidance for Aircraft Incidents Involving Dangerous Goods" handbook.

1.7.3 IMPORTANT NOTICE: The Government is currently investigating exemptions to FAA/DOT Hazmat requirements that will allow passengers to carry a full complement of munitions and explosives necessary to execute their mission as well as other HAZMAT. If such an exemption is granted, the contractor will be required to carry such items and operate missions in accordance with the exemption.

1.8. Passenger and Cargo Combination (COMBI) Service.

- 1.8.1. Provide passenger and cargo combination service with a total passenger and cargo weight up to 6,050 lbs.
- 1.8.2. Receive Federal Aviation Administration (FAA) approval to operate in a combination mode.
- 1.8.3. Comply with FAA guidelines including cargo nets and placement of passengers.
- 1.8.4. Offloading shall be accomplished within 30 minutes or less to comply with Maximum on Ground (MOG) restrictions and safety considerations.

1.9. Intransit Visibility (ITV)

1.9.1. Provide the Air Mobility Division, Al-Udeid, Qatar with passenger and cargo ITV for all missions.

1.9.2. Contractor will be required to provide departure and arrival notification at all locations where communication is possible. If communication is not available, contractor will provide information through Bagram either in flight or upon return to home station.

2. Service Delivery Summary

Performance Objective	SOW para.	Performance Threshold
Schedule and Perform All Missions	Para. 1.1, 1.2, 1.5, 1.6, 1.7, 1.8	100% of Missions Completed As Scheduled.
Provide Air Mobility Division Weekly And Quarterly Flight Segment/Hours Reports	Appendix 1, Para 2.0	100% Accurate, Complete, and On time.

3. Government Furnished Property and Services

3.1. Services

3.1.1. Material Safety Data Sheets (MSDS).

3.1.2. Mission Schedule.

3.1.3. Passenger Manifest Listing.

3.1.4. Hazardous Material (HAZMAT) Cargo and Disposition Instructions

3.1.5. Space Available (Space A) travel: Contractor personnel who are US citizens may fly Space A on military flights that go to Frankfurt and Al Udeid, Qatar. Contractor is required to reimburse the Government for these flights.

3.2 Services at Bagram AB, Afghanistan The Government will provide the following services at Bagram.

3.2.1. JP-8 Fuel is available at Bagram. Contractor must purchase fuel.

3.2.2. Ramp Space.

3.2.3. Hangar space may be available for maintenance, but must be coordinated with the CJTF-76/Bagram Aircraft Maintenance Office/Maintenance Chief.

3.2.4. Billeting: Wooden shelters with beds (B-huts).

3.2.5. Meals: Hot meals in the dining facility. The on-base contractor-provided messing is four (4) hot meals a day.

3.2.6. Office space, connections to DSN telephone and unclassified internet.

3.2.7. Force Protection.

4. General Information

4.1. Project Management

4.1.1. The contractor shall assign a Project Manager (PM) authorized to manage and administer all terms and conditions of this contract.

4.2. Security

4.2.1. **Contractor Security:** Government Security Forces (SF) and Quick Response Forces (QRF) personnel will provide security and force protection procedures for the contractor while on military installations and during contract performance.

4.2.2. **Military Installation Security:** While on military installations or on military portions of commercial facilities, contractor, and subcontractor personnel shall comply with security regulations promulgated by the military installation or activity Commander. Security regulations are directive in nature and shall be adhered to by all contractor and subcontractor personnel.

4.2.3. **Restricted Area Access:** Where regular and frequent entry into restricted areas at a military installation is required by contractor or subcontractor personnel for ground handling of aircraft, the contractor or subcontractor personnel must meet the requirements established by AFI 31-101, Chapter 9, paragraph 9.2.1., AFI 31-401, and DD Form 254. Applications for personnel security investigations shall be made to the local Chief, Security Forces.

4.2.4. **Facility Security Clearance:** Where there is a need for receipt, storage or development of classified documents, a facility clearance of SECRET and classified safeguarding capability is required in accordance with the National Industrial Security Program Operating Manual, (NISPOM), paragraph 4.2.2 and DOD 5220.22M, paragraph 2-104. DOD 5220.22M also provides authority for contractors to certify the personnel security clearance status of company employees and makes provisions for the contractor (Operator) who has a valid facility security clearance of SECRET to verify the security clearance status of its employees. Contractors must inform the Contracting Officer of the correct address of any company agency requiring a secure facility.

4.2.5. **Personnel Security Clearance:** Upon contract award, security clearance applications for all required personnel shall be completed in accordance with DOD 5220.22M, paragraph 2-100 and instructions received from the cognizant Defense Industrial Security Officer (DISO), Defense Security Service (DSS). All required clearance actions shall be forwarded to the cognizant DISO.

4.2.6. **Operations Security (OPSEC):** The contractor shall be responsible for OPSEC procedures when operating missions for the DOD to include safeguarding critical information. Contractors must ensure employees receive OPSEC training upon initial assignment to a contract with OPSEC requirements. Information such as flight schedules, hotels where

crews are staying, return trips, and other facts about the international mission shall be kept close hold and only communicated to persons who have a need to know this information. Flight crews should be aware of persons who are seeking information about the contractor, flights, etc. They should seek to maintain a low profile while operating DOD missions. If the contractor has questions about OPSEC they can be addressed either to the Contracting Officer or the Air Mobility Division, Al-Udeid, Qatar.

- 4.2.7. **Contractor Company Personnel And Company Facility Security Officer (FSO):** The contractor will appoint a person as the company FSO. The contractor must establish appropriate safeguards to assure that the individuals who are not cleared do not gain access to classified information, material, and Government furnished communications security (COMSEC) equipment. Responsibility for security of classified information, material and COMSEC equipment rests with each individual who is authorized access. The FSO must work closely with the Defense Security Service (DSS) and Air Mobility Division, Al-Udeid, Qatar on DOD related security matters and ensure their Government furnished COMSEC equipment is stored, maintained, and operated properly. The company FSO shall maintain a current list of cleared personnel and flight deck aircrew personnel who are eligible for a secret clearance. This list shall be made available for verification during on-site surveys by DOD personnel who have a need to know, and will be provided to the Contracting Officer when requested.
- 4.2.8. **Authentication Materials:** Aircrew members shall require certain authentication documents in order to perform missions. When appropriate, authentication materials and identification friend or foe (IFF)/selective identification feature (SIF) operating instructions shall be made available to flight deck aircrews at military Base Operations and Route Briefing sections provided they present proper identification. Initial issue of these documents shall be as required to cover elapsed time from departure station to destination and return, or to the first enroute station having the capability to provide additional distribution.
- 4.2.9. **Aircraft Physical Security:** Contractor aircraft at military installations will receive the same degree of physical security as provided military aircraft in like status. Ingress and egress procedures to and through control points and restricted or controlled areas shall be established to permit crewmembers access to their aircraft.
- 4.2.9.1. **Aircraft Security:** The contractor shall establish a program to prevent unlawful seizure of aircraft. At airports, bases, and air terminals where there is an AMC presence or where US forces are present and responsible for deployment or redeployment of forces, the military will be responsible for security processing of passengers at on- or off-load. At enroute or operational stops and at locations where there is no AMC or military presence, security processing of passengers shall be the responsibility of the contractor. At these locations, the contractor shall satisfy the requirements of the Transportation Security Administration (TSA) security program for charter operations in commercial service.
- 4.2.9.2. **Aircraft Identification:** Aircraft shall have the operating contractor's name on both sides of the fuselage commensurate with industry practice. Any names other than the operating contractor must be approved by the Contracting Officer prior to departure.

4.3. Force Protection

- 4.3.1. The contractor shall follow CENTCOM/CENTAF force protection recommendations when doing so will not alter the terms and conditions of this contract. If compliance with a CENTCOM/CENTAF force protection recommendation would alter the terms and conditions of the contract and/or give rise to a request for equitable adjustment, the contractor will inform the contracting officer and secure the contracting officer's written agreement prior to incurring any expense. Any action taken or expense incurred prior to approval by the contracting officer will be deemed to be at the contractor's expense.

4.4. Quality Control

- 4.4.1. The contractor shall develop and implement a commercial quality control plan to ensure safe and reliable air transportation in accordance with FAR 135 and 32 CFR 861. This plan should be provided to the Contracting Officer 30 calendar days after contract award.

4.5. Passports and Geneva Convention Cards:

- 4.5.1. **Passports:** All company personnel supporting AMC overseas missions shall have a current and valid passport.
- 4.5.1.1. **Emergency Exception:** In an emergency condition, where hostilities or enemy action preclude sufficient time to renew or obtain a valid US passport, the individual contractor personnel shall be required to show proof of US citizenship (birth certificate, or signed statement from the employing airlines, based upon company records) upon departing from and arriving in the US. The signed statement from the airline should contain the following information: name, date of birth, place of birth, citizenship, length of time of employment by the airline, name, and address of relatives and/or personal references shown in company record.
- 4.5.2. **Geneva Convention Identity Card (DD Form 489)(hereafter referred to as the Geneva Conventions Card):** Civilian noncombatant personnel authorized to accompany military forces of the US into regions of war will be issued a Geneva Conventions Card in accordance with procedures established in AFI 36-3026(I), Identification Cards For Members of the Uniformed Services, Their Family Members, and Other Eligible Personnel. Contractor personnel will be required to process through one of the US Army processing centers called CONUS Replacement Centers (CRC) at Fort Benning GA or Fort Bliss TX prior to going overseas. CJTF-76 will process any line badge requirements at Bagram.
- 4.5.3. **Personnel Authorized To Receive The Geneva Conventions Card:** Contractor personnel employed by the contractor for performance of this contract will be issued this card. The Geneva Conventions Card will be issued by CJTF-76/CJ3 Aviation, Bagram Afghanistan, to the following company personnel:

- Aircrew personnel designated to operate company aircraft in the performance of this contract.
- Ground support personnel assigned to Bagram in support of this contract.
- Selected supervisory personnel, subject to deployment overseas, responsible for overall supervision of the company's performance of this contract.

4.6. Communications

- 4.6.1. When operating missions, the contractor's operations center will be required to maintain secure voice communications with the Air Mobility Division, Al-Udeid, Qatar.

4.7. Aircrew Duty Day Requirements

- 4.7.1. **Scheduling Limits:** Crew duty will be limited to 14 hours for two-pilot crews, 18 hours for three or more pilot crews, and 24 hours for aircraft with FAA-approved crew rest facilities. Crew duty will be considered as beginning when the crewmember reports for duty (including non-local company-directed deadhead), and ending at block-in of the final DOD segment for that crew.
- 4.7.2. **Execution Limits:** Crew duty execution limits are the same as scheduled, except that the limits can be extended by two hours for two and three-pilot crews. This extension is at company discretion and does not apply to the 24-hour duty limit associated with crew rest-equipped aircraft. A statistical tracking of the number of times this extension is utilized will be maintained by each company and provided to Contracting Officer upon request.
- 4.7.3. **Crew Rest:** Minimum crew rest, prior to first DOD segment or between DOD segments, is 10 hours. At the contractor's discretion, that rest can be reduced to nine hours if the crew is still able to receive eight hours of uninterrupted rest. NOTE: The reduced rest cannot be combined with the two-hour crew duty extension during a preceding or subsequent duty period.
- 4.7.4. **Deadhead Transportation:** All deadhead transportation, not local in nature, will be considered as part of the crew duty day for DOD limits.

4.8. Flying In Controlled Airspace

- 4.8.1. All contract flights shall fly over established airways, domestic or international, and in controlled airspace. Exceptions may be made to this requirement where it is impractical to follow airways or fly in controlled airspace, provided airways are intersected at the first practical point and departed at the last practical radio navigational fix near destination, or when area controller established airways do not exist within a flight information region. Economic considerations will not justify deviation from this procedure.

4.9. Fire Containment Covers

- 4.9.1. In accordance with Federal Aviation Administration Airworthiness Directive 93-07-15, fire containment covers (FCCs) must be placed on all cargo transported in the class B cargo

compartment of combination aircraft. This Airworthiness Directive also stipulates for Alternate Compliance exempt certain items from the requirement to be covered by FCCs.

4.9.2. The contractor shall furnish, transport, repair and replace sufficient FCCs on each operational aircraft. An FCC shall be deemed unserviceable if it has damage in excess of any of the following:

- 4" x 4" L-shaped tear
- 8" long tear
- 2" diameter tear

4.9.3. The contractor will be responsible for covering and uncovering cargo with the FCCs. If FCC-covered cargo is taken away from the aircraft (assuming cargo are not covered and uncovered aboard the aircraft), the U.S. Government will ensure an adequate number of FCCs are returned to the aircraft prior to its next departure.

4.10. Safety Barriers

4.10.1. All passenger and cargo doors used for on-loading and off-loading of passengers, baggage, and cargo aboard contract aircraft shall be equipped with a safety barrier at chest or waist level. The safety barrier shall be in place when the cabin or cargo door is open except when actually on-loading or off-loading passengers/cargo or when loading stairs are positioned.

4.11. **Authority To Leave Unsafe Aircraft:** According to Section 2640, Chapter 157, 10 US Code, the following shall apply with regard to the authority to leave unsafe aircraft:

4.11.1. **Determinations To Leave Unsafe Aircraft:** AMC Air Carrier Survey Team members, ramp inspectors, the Military Surface Deployment and Distribution Command (SDDC), or such other agencies as may be designated by the Secretary of Defense (or if there is no such representative reasonably available, the senior officer on-board a contract mission) may order members of the armed forces to leave a contract mission if the representative (or officer) determines a condition exists on the aircraft which may endanger the safety of the passengers. If serious deficiencies exist, the appropriate AMC representative will initiate an operational immediate message to the next higher headquarters with a copy to the HQ AMC/A34YM, Contracting Officer. In cases where such deficiencies exist, only the FAA representative has the authority to ground the commercial aircraft in question.

APPENDIX 1 REQUIRED REPORTS

1.0. **General:** The following reports are required in the performance of this SOW.

2.0 The contractor shall provide the Air Mobility Division (AMD), Al-Udied, Qatar, a weekly report reflecting flight segments/hours flown. Weekly reports are due the Tuesday following the end of the reporting week. The contractor shall also provide a quarterly report for cumulative hours flown for the quarter. Quarterly reports are due two weeks after the end of the quarter. The first quarter will end 30 Nov 04. All reports must be submitted electronically in a format mutually agreed to between AMD and the contractor.

3.0. **Notice Of Accidents -- DOD Missions:** When a contractor's aircraft is involved in an accident or incident in support of a DOD mission, as defined in 49 CFR, Part 830, the contractor shall transmit the following information by the most expeditious means available, to the TACC Emergency Action Cell at Scott AFB, Illinois, telephone (618) 229-0360. On the next business day, notification shall also be made to the ACO, via facsimile letter to (618) 256-2804, or by e-mail.

- (1) Contractor and trip number.
- (2) Aircraft type and number.
- (3) Date and time of the accident.
- (4) Last point of departure and point of intended landing of the aircraft.
- (5) Nature of the accident and the extent of damage to the aircraft so far as is known.
- (6) Total number of crewmembers and passengers on board.
- (7) Number of injured and fatalities aboard the aircraft.
- (8) Condition of baggage or Government-owned material, if any, on board.

4.0. **Notice Of Accidents -- All Carrier Operations:** When a contractor's aircraft is involved in any accident, DOD or otherwise, the contractor shall transmit the information in paragraph above to HQ AMC/A34B, Scott AFB IL (618) 229-4801. Incidents are reportable to HQ AMC/A34B only when they occur on a DOD charter. Accident and incident information should be provided on the next business day by the most expeditious means available. Accidents and incidents are defined in 49 CFR, Part 830.

5.0. **Aircraft Medical Incidents:** Report all aircraft medical incidents in flight, or while AMC passengers are under the control of the pilot in command, to the first available QAP or CA, at the next enroute station for in flight incidents, or the station where the incident occurs.

6.0. **DOD Casualties:** In cases where a death occurs on a contractor's aircraft, the following information shall be furnished to the Air Mobility Division, Al-Udied, Qatar: Name, Social Security Account Number (SSAN), and component of service identified as Army-USA, Air Force-USAF, Navy-USN, Marine Corps-USMC, Coast Guard-USCG.

7.0. Hazard Reporting: The contractor shall report any condition involving cargo that constitutes a hazard to operations, the contractor, and airport safety personnel. This report should contain the following information: location; date and time (GMT); nomenclature of cargo (proper shipping name of hazardous cargo); shipper's organization/unit and name of cargo representative; destination of cargo; TCN or bumper/increment number; facts and circumstances. Report this information to the Administrative Contracting Officer, HQ AMC/A34YMB.

8.0. Spotlight Reports: In the event a contractor operating an AMC mission is illuminated or "spotlighted" during arrival or departure from an airfield, the crew shall note the date, time, and approximate area from which the spotlight originated. If the "spotlighting" is on arrival, the aircrew shall notify the base operations center of the occurrence immediately upon arrival. If the "spotlighting" is a departure, the aircrew shall notify the base operations center of the occurrence immediately upon arrival. The contractor shall also report the incident to HQ AMC/A34YMB during the next business day.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED <div style="text-align: center; border: 1px solid black; padding: 2px;">SECRET</div> b. LEVEL OF SAFEGUARDING REQUIRED <div style="text-align: center; border: 1px solid black; padding: 2px;">SECRET</div>																																																																																					
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4. IS THIS A FOLLOW-ON CONTRACT? <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> YES </div> <div> <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract. </div> </div>																																																																																									
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CONTRACTOR WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO	a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input type="checkbox"/>	<input checked="" type="checkbox"/>	b. RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	d. FORMERLY RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	e. INTELLIGENCE INFORMATION	<input type="checkbox"/>	<input type="checkbox"/>	e. PERFORM SERVICES ONLY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(1) Sensitive Compartmented Information (SCI)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(2) Non-SCI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. SPECIAL ACCESS INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	g. NATO INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	h. FOREIGN GOVERNMENT INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	i. LIMITED DISSEMINATION INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	l. OTHER <i>(Specify)</i>			k. OTHER <i>(Specify)</i>					
10. CONTRACTOR WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO																																																																																				
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input type="checkbox"/>	<input checked="" type="checkbox"/>																																																																																				
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(2) Non-SCI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input type="checkbox"/>	<input checked="" type="checkbox"/>																																																																																				
f. SPECIAL ACCESS INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	<input type="checkbox"/>	<input checked="" type="checkbox"/>																																																																																				
g. NATO INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																																																																				
h. FOREIGN GOVERNMENT INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																																																																				
i. LIMITED DISSEMINATION INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																																																																				
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	l. OTHER <i>(Specify)</i>																																																																																						
k. OTHER <i>(Specify)</i>																																																																																									

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

HQ AMC/PA
503 Ward Street, Suite 214
Scott AFB, IL 62225-5302

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

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

The contractor shall comply with the requirements listed in this contract and be granted, at a minimum, an interim Facility Clearance of SECRET prior to award of this contract.

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

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

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

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE (<i>Include Area Code</i>)

d. ADDRESS (*Include Zip Code*)

17. REQUIRED DISTRIBUTION

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | a. CONTRACTOR |
| <input type="checkbox"/> | b. SUBCONTRACTOR |
| <input checked="" type="checkbox"/> | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR |
| <input type="checkbox"/> | d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
| <input checked="" type="checkbox"/> | e. ADMINISTRATIVE CONTRACTING OFFICER |
| <input checked="" type="checkbox"/> | f. OTHERS AS NECESSARY |

e. SIGNATURE

**APPENDIX 3
AIRFIELD INFORMATION**

1.0. ICAOs

OA1X: Bagram, Afghanistan
OAKB: Kabul, Afghanistan
OAGN: Ghanzi, Afghanistan
OAGZ: Gardez, Afghanistan
OAKS: Khost, Afghanistan
OAJL: Jalabad, Afghanistan
OAMS: Mazar-e-Sharif, Afghanistan
OASG: Shebergan, Afghanistan
OHR: Herat, Afghanistan
OAKN: Kandahar, Afghanistan
OAKT: Qalat (Kalat), Afghanistan
OAUZ: Konduz, Afghanistan
ABAD: Asadabad, Afghanistan

UTSK: Karshi Khanabad, Uzbekistan

OPJA: Jacobabad, Pakistan

2.0. Airfield Data

1. Kabul (OAKB)

- Concrete, PCN 88
- Rwy 11/29
- 11,483' x 148'
- No procedures available; Coalition TACAN for daytime use only
-

2. Bagram (OAIX)

- Concrete, PCN 44
- Rwy 03/21
- 9852' x 180'
- Hi TACAN Rwy 03; PAR and ASR
-

3. Asadabad – Heliport

4. Jalalabad

- Asphalt, bumpy 4" thick asphalt in poor condition
- Rwy 13/31
- 4489' x 60'
-

5. Khowst (Salerno LZ)

- Packed Dirt/Clay, Surf-10" CBR 29, 11-22" CBR 9.6, 23-28" CBR 4.8, Crit CBR 9.6
 - Rwy 09/27
 - 4000' x 120'
 -
6. Gardez – No info
7. Gazni – Heliport
8. Herat
- Concrete/Asphalt
 - Rwy 01/19
 - 7400' x 120'
 -
9. Qalat – No info
10. Kandahar (OAKN)
- Asphalt, PCN 53
 - Rwy 05/23
 - 10500' x 148'
 - ASR, PAR, NDB and TACAN approaches available
 -
11. Deh Rawood – No info
12. Terin Kowt
- Dirt/Gravel, 4" Surf CBR 18, 7" base CBR 47, Subbase CBR 100 Controlling CBR 18
 - Rwy 12/30
 - 4065' x 150'
 -
13. Bamian
- Gravel, LCN 7
 - 8515' x 75'
 -
14. Mazar-e-Sharif
- Concrete/Asphalt
 - Rwy 24/06
 - 7045' x 150'
 -
15. Konduz:
- Asphalt, PCN 37
 - Rwy 29/11
 - 5850' x 64'

APPENDIX 4

REPLY TO
ATTENTION OF**DEPARTMENT OF DEFENSE**
HEADQUARTERS, COMBINED/JOINT TASK FORCE (CJTF)-76
BAGRAM AIRFIELD, AFGHANISTAN
APO AE 09354

CJTF-76-SJA

15 May 2004

MEMORANDUM FOR All Combined/Joint Task Force (CJTF) – 76 Personnel

SUBJECT: CJTF-76 General Order Number 1 – Punitive Prohibitions

1. References.

- a. CENTCOM General Order Number 1A.
- b. Combined Forces Command-Afghanistan General Order Number 1.
- c. Combined/Joint Task Force-76 General Order Number 1A – Service member and Community Standards.

2. General. This General Order proscribes certain conduct for CJTF-76 personnel, and all personnel assigned to or visiting Bagram Airfield, Kandahar Airfield, and other military installations under the control of CJTF-76. This policy supplements CENTCOM's General Order Number 1A and Combined Forces Command-Afghanistan General Order Number 1. This order will be further supplemented as needed by Base Commanders. United States and coalition force commanders are expected to enforce the provisions of this order.

3. Applicability. Except where specifically stated, this policy applies to:

- a. All United States military personnel, U.S. civilians serving with, employed by, or accompanying the Armed Forces of the United States, and coalition forces (military and civilians accompanying the military) assigned or attached to CJTF-76 while in the CJTF-76 Combined/Joint Operational Area, and;
- b. All United States military personnel, U.S. civilians serving with, employed by, or accompanying the Armed Forces of the United States, and coalition forces (military and civilians accompanying the military) assigned to or visiting Bagram Airfield, Kandahar Airfield, and other military installations under the control of CJTF-76.

4. Punitive Order. Paragraph 5 of this order is punitive. United States forces may face administrative action, or non-judicial or judicial action under the Uniform Code of Military Justice, for violations of this policy.

APPENDIX 4

CJTF-76-SJA

SUBJECT: CJTF-76 General Order Number 1 (GO #1) – Punitive Prohibitions

United States and coalition civilians serving with, employed by, or accompanying the force who violate this policy may be subject to administrative action, to include termination of employment and redeployment. Coalition military forces who violate this policy will be subject to administrative or disciplinary action in accordance with their national regulations.

5. Prohibited Activities and Standards.

a. Weapons.

(1) Loaded Weapons. Unless directed otherwise by appropriate authority or required for a specific mission, individuals will not chamber a round in their individual weapon. Weapons that use magazines will have a loaded magazine locked into the weapon, but no round chambered. Individuals assigned a belt fed weapon will keep the rounds in the bandolier or ammunition carrying case.

(2) Positive personal control. Personnel issued a weapon will maintain positive personal control of their weapon at all times. "Positive personal control" means the weapon is carried by the person, or is under the control (guard) of a known individual. When outdoors, a person must carry the issued weapon exposed at all times, except the person may leave his weapon under the guard of another person when showering or conducting physical training.

b. Minefields. Damaging or removing minefield markings is prohibited. Entering an area that has not been cleared of mines is prohibited for all personnel except mine-clearing personnel in performance of their duties.

c. Alcohol. Consistent with CFC-A GO #1, individuals are prohibited from the introduction, possession, sale, transfer, manufacture, or consumption of any alcoholic beverage. Non-U.S. coalition forces authorized by their command to consume alcohol will only do so within their discrete camp area, will not allow consumption to detract from mission accomplishment, and will not introduce, sell, or transfer alcohol to U.S. military or civilian personnel under any circumstances.

d. Sex. Intimate or sexual relations between individuals who are not married to each other is prohibited.

e. Drugs and Drug Paraphernalia. Individuals are prohibited from introducing, possessing, selling, transferring, manufacturing, or using any chemical, product, or substance with the intention of obtaining an altered state of mind or an unnatural feeling of euphoria. Also prohibited are paraphernalia that is used to facilitate the manufacture or use of any such substance.

APPENDIX 4

CJTF-76-SJA

SUBJECT: CJTF-76 General Order Number 1 (GO #1) – Punitive Prohibitions

This is intended to prohibit the intentional misuse of certain products (e.g. paint products, glue, nitrous oxide, prescribed or over-the-counter medicines, and other similar substances) for a purpose other than for which they were manufactured. It does not apply to the use of tobacco or caffeine products.

f. Vehicle Operation.

(1) Seat belts. When available, seat belts will be worn when traveling in all vehicles.

(2) A ground guide will be used for backing all vehicles, military or civilian.

(3) Open air vehicles and heavy equipment. All personnel will wear ballistic helmet/approved safety helmet/hard hat and protective eyewear when driving or riding in any open-air vehicle (such as a Gator or 4-wheeler). Personnel operating heavy equipment (such as a forklift or other construction equipment) will wear the ballistic or approved safety helmet.

g. Smoking in tents or buildings is prohibited.

h. U.S. and Other Property.

(1) U.S. personnel are prohibited from giving host nation civilians any property belonging to the U.S. government (such as DCUs, Meals Ready to Eat (MREs), beverages, scrap wood, or other supplies) unless authorized by the Base Commander.

(2) U.S. personnel are prohibited from giving host nation civilians any personal property that is identical to or bears a strong resemblance to property belonging to the U.S. government (such as privately-owned DCUs or other uniform items) unless authorized by the Base Commander.

6. Point of contact is the CJTF-76 Staff Judge Advocate, at DSN 318-231-4016, or cjtf76.sja.ncoic@cjtf76.centcom.smil.mil.

ONE TEAM!



ERIC T. OLSON
Major General, USA
Commanding

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 9 /Aug/2004	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY HQ AMC/A34YAC 402 Scott Drive, Unit 3A1 Scott AFB, IL 622255302		7. ADMINISTERED BY (If other than Item 6) HQ AMC/A34YMB 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302	CODE FA4428	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Greg V. Hunt (618) 229-2507		(X) 9A. AMENDMENT OF SOLICITATION NO. FA4428-04-R-0007 X 9B. DATED (SEE ITEM 11) 15/Jul/2004 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13)		
CODE		FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

Accounting and Appropriation Data (If required) CODE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc). SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
See continuation on page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF SIGNER (Type or print)	
CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

- a. The purpose of this amendment is to incorporate changes resulting from discussions at the preproposal conference.
- b. Accordingly, replace or add documents as identified below.
 - (1) Replace pages 3 and 5 of the Schedule of Services pages, with the attached revised pages 3 and 5. CLINs 0002 and 1001 were changed to clarify the requirement for aircraft availability and CLINs 0003 and 1002 were changed by deleting specific airfields from the "Anticipated Routes" and replacing it with language regarding the AOR.
 - (2) Replace the entire Statement of Work (SOW) dated 3 Aug 2004 with the attached SOW dated 6 August 2004. Changes have been made throughout the SOW, to the following:
 - (i) The Table of Contents to add workload estimates as para 4.12.
 - (ii) Para 1.1, to agree with the schedule, as changed in this amendment.
 - (iii) Para 1.1.1 to clarify wording on the 14 hour duty day.
 - (iv) Paras 1.2.3.1, 1.2.3.2, 1.2.3.3, 1.6.1, and 1.8.1 to reflect clarifications regarding aircraft capability required.
 - (v) Para 1.6.4 has been added to require that cargo be weighed with calibrated scales.
 - (vi) Para 1.7: Language detailing Government packaging of HAZMAT has been deleted and new language added to reflect the current requirement for movement of HAZMAT and carrier responsibility to obtain the necessary exemptions to do so.
 - (vii) Para 1.9.1, language changed to clarify Intransit Visibility (ITV) requirements.
 - (viii) Para 3.1.6 added to allow for additional Government Furnished Property and Services as may be available and approved.
 - (ix) Para 3.2.1: Second sentence was deleted.
 - (x) Para 3.2.3 has been added to include start carts and APUs.
 - (xi) Para 4.4: Second sentence was deleted.
 - (xii) Para 4.5.1.1 has been deleted.
 - (xiii) Para 4.5.2, last sentence has been revised to reflect Mr. Jarrett as the Point of Contact for coordinating issuance of Geneva Convention Identity Cards.
 - (xiv) Para 4.12, Workload Estimate, was added.
 - (3) Appendix 3, Airfield Information: Pages 3-14 have been added to incorporate the additional airfield information.
 - (4) Replace page 18 of the Contract Clauses with the attached page 18 which incorporates AFFARS 5352.242-9001, Common Access Cards (CACs) for Contractor Personnel, as paragraph 35.
 - (5) Page 19, "Contract Documents, Exhibits, or Attachments" was changed to reflect the current number of pages in Appendix 3.
 - (6) Replace Page 33, Solicitation Provisions Addendum, with the attached page 33 which adds FAR 52.215-5, Facsimile Proposals, as paragraph 12.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Contract Base Year Performance Period (01 Sep 04 - 31 Aug 05)				
0001	Mobilization Costs. The contractor shall specify their costs to mobilize all aircraft, personnel, equipment, and spares into Bagram Air Base (AB), Afghanistan.	1	LS	\$	\$
0002	Monthly Service. The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
0002AA	Monthly Service FY04 Funds (1 Sep 04-31 Oct 04)	2	Mo	\$	\$
0002AB	Monthly Service FY05 Funds (1 Nov 04-31 Aug 05)	10	Mo	\$	\$
0003	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 0004AA and SLIN 0005AA below. Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.				
00034AA	Flying Hours FY04 Funds (1 Sep 04-31 Oct 04)	Est. 1464	Hours	\$	\$
0003AB	Flying Hours FY05 Funds(1 Nov 04-31 Aug 05)	Est 7296	Hours	\$	\$
0004	Reimbursable Expenses (Estimated) FY04 Funds 1 Sep 04-31 Oct 04	250,000	\$	\$1.00	\$250,000.00
0004AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
0004AB	Food And Lodging For Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205.46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				
0005	Reimbursable Expenses FY05 Funds (Estimated) 1 Nov 04-31Aug 05	1,250,000	\$	\$1.00	\$1,250,000.00
0005AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
0005AB	Food And Lodging For Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205.46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
0005AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				

The contractor shall complete the following technical information as part of their proposal:

Type of Aircraft_____	Aircraft Block Speed/Hour_____
Fuel Burn Rate/Hour_____	Aircraft Available Seats_____
Aircraft Range_____	Aircraft Total Payload_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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Contract Option Year One Performance Period (01 Sep 05 - 31 Aug 06)

1001 **Monthly Service.** The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).

1001AA	Monthly Service FY05 Funds (1 Sep 05-31 Oct 05)	2	Mo	\$	\$
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1001AB	Monthly Service FY06 Funds (1 Nov 05-31 Aug 06)	10	Mo	\$	\$
--------	--	----	----	----	----

1002 **Flying Hours.** Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 1003AA and SLIN 1004AA below.

Anticipated Routes:

Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.

1002AA	Flying Hours FY05 Funds (1 Sep 05-31 Oct 05)	Est. 1464	Hours	\$	\$
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1002AB	Flying Hours FY06 Funds (1 Nov 05-31 Aug 06)	Est 7296	Hours	\$	\$
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1003	Reimbursable Expenses (Estimated) FY05 Funds 1 Sep 05- 31 Oct 05	250,000	\$	\$1.00	\$250,000.00
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1003AA **Fuel**

The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.

1003AB **Food And Lodging For Contractor Personnel**

In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205.46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.

1003AC **Airport Fees**

In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	Reimbursable Expenses FY06 Funds (Estimated) 1 Nov 05-31Aug 06	1,250,000	\$	\$1.00	\$1,250,000.00

1004AA Fuel

The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.

1004AB Food And Lodging For Contractor Personnel

In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205.46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.

1004AC Airport Fees

In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.

The contractor shall complete the following technical information as part of their proposal:

Type of Aircraft_____	Aircraft Block Speed/Hour_____
Fuel Burn Rate/Hour_____	Aircraft Available Seats_____
Aircraft Range_____	Aircraft Total Payload_____

on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wondering, or bodily injury of a passenger.

(c). Split Limits Liability. The minimum limits of liability insurance coverage maintained by the contractor shall be as follows:

(d). Liability for bodily injury to or death of aircraft passengers: A limit for any one passenger of at least three hundred thousand dollars (\$300,000.00), and a limit for each occurrence in any one aircraft of at least an amount equal to the sum produced by multiplying three hundred thousand dollars (\$300,000.00) by the next highest whole number resulting from taking 75 percent of the total number of passenger seats installed in the aircraft.

(e). Liability for bodily injury to or death of persons (excluding passengers): A limit of at least three hundred thousand dollars (\$300,000.00) for any one person in any one occurrence, and a limit of at least twenty million dollars (\$20,000,000.00) for each occurrence.

(f). Liability for loss of or damage to property: A limit of at least twenty million dollars (\$20,000,000.00) for each occurrence.

(g). Combined Single Limit Liability.

(h). Notwithstanding the provisions of paragraph b above the contractor may be insured for a single limit of liability for each occurrence. In that event, coverage shall be equal to or greater than the combined required minimums set forth in paragraph b, above, for bodily injury, property damage, and/or passenger liability for the type of use to which such aircraft is put, as the case may be.

(i). In the case of a single limit of liability, aircraft may be insured by a combination of primary and excess policies. Such policies shall have combined coverage equal to or greater than the required minimums set forth in paragraph b, above, for bodily injury to non-passengers, property damage, and/or passenger liability for the type of use to which the aircraft is put, as the case may be.

NOTE: In the event the proposed changes to the Warsaw Convention, known as the Montreal Protocol, are approved or ratified by the United States and become effective in the United States, the Montreal Protocol will take precedence to the extent it is inconsistent with the terms of the contract regarding insurance.

34. CONTRACTOR ACQUIRED INSURANCE

The contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance.

TYPE	AMOUNT
<u>Automobile</u>	
Bodily Injury Liability	\$200,000 per person \$500,000 per occurrence
Property Damage Liability	\$20,000 per occurrence
<u>Comprehensive General Liability</u>	
Bodily Injury Liability	\$500,000 per occurrence
<u>Workmen's Compensation and Employers Liability</u>	
Workman's Comp & Occupational Disease	Statutory
Employer's Liability	\$100,000

35. AFFARS 5352.242-9001

COMMON ACCESS CARDS (CACs)
FOR CONTRACTOR PERSONNEL

AUG 2004

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

<i>TITLE</i>	<i>NUMBER OF PAGES</i>
Past Performance Questionnaire	3
Attachment 1. Statement of Work	9
<i>Statement of Work Appendices</i>	
Appendix 1 Required Reports	2
Appendix 2 DD Form 254	2
Appendix 3 Airfield Information	14
Appendix 4 CJTF-76 General Order Number 1	3

(3). Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**10. AMCFARS 5352.247-1003 PREREQUISITES FOR AWARD
AIR TRANSPORTATION
(IAW AMCFARS 5347.4-101)**

DEC 2002

(a). In addition to satisfying other solicitation requirements, an offeror must be an approved Department of Defense (DoD) carrier-and not in a suspended or temporary non-use status-to receive a contract award. The offeror's DoD approval must be for service that is equivalent to the service described in this solicitation. To obtain DoD approval, the offeror must satisfy the obligations contained in the clause entitled "Air Safety" as well as the quality and safety requirements set forth in 32 CFR Part 861, "Department of Defense Commercial Air Carrier Quality and Safety Review Program." DoD approval is a prerequisite for contract award irrespective of the form of air transportation service (passenger, courier, cargo, etc.) the carrier would provide under a contract resulting from this solicitation.

(b). If an offeror is not currently a DoD-approved carrier, but otherwise appears eligible for award, the contracting officer will request an evaluation of the offeror for DoD approval. Once DoD approval is granted, the contracting officer will consider the offeror's approved status along with the offeror's ability to meet other solicitation requirements in determining eligibility for award. In particular, an offeror must satisfy the 32 CFR Part 861 requirement for 12 continuous months of comparable service not later than the closing date of the international CRAF solicitation for award of fixed business. To receive international expansion business or any domestic airlift business, the offeror must satisfy the 12 months requirement by time of award. (Note: An offeror may not receive an award if, in the contracting officer's judgment, the time required to obtain DoD approval will cause an unacceptable delay in contract award.)

11. FORMAL COMMUNICATIONS

(a). Formal communications, such as requests for clarification and/or written information concerning this solicitation, shall be submitted electronically to greg.hunt@scott.af.mil with a courtesy copy to mary.wright@scott.af.mil.

(b). The request will be in the following format:

Reference: RFP: FA4428-04-R-0007, Section: _____, Page: _____, Paragraph: _____, (or Figure)
Question: _____

(c). Inquiries will be answered in writing and provided to all offerors. However, inquiries may not be answered when received less than 10 calendar days before the due date of offers.

12. FAR 52.215-5 FACSIMILE PROPOSALS

OCT 1997

Fill-In: (c) The telephone number of receiving facsimile equipment is: (618) 256-2804

STATEMENT OF WORK (SOW)

2J

**SHORT TAKE-OFF AND LANDING (STOL)
SERVICES**

6 August 2004

HEADQUARTERS AIR MOBILITY COMMAND

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- Appendix 1 Required Reports
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1. Description of Services.

1.1. Scope of Contract. Provide all fixed-wing aircraft, personnel, equipment, tools, material, maintenance, and supervision necessary to perform Short Take-Off and Landing (STOL) passenger, cargo, or passenger and cargo air transportation services that the DOD elects to perform via commercial charter between locations in the AOR of Afghanistan, Uzbekistan, and Pakistan as identified at the time of mission scheduling.

- 1.1.1. Aircraft/crew will perform a 14-hour duty day, seven (7) days a week. The 14 hours exceeds the eight (8) hours flying stated in para 1.1.2 below and is meant to allow for mission planning, load/off-load time, debriefs, etc.
- 1.1.2. Missions will be scheduled at least twenty-four (24) hours in advance, unless otherwise agreed to by the contractor and Contracting Officer's Technical Representative (COTR). Each aircraft will be expected to fly no more than eight (8) hours of flight time per day. All missions will originate and end in Bagram Air Base (AB), Afghanistan.
- 1.1.3. The contractor shall coordinate all airlift movements with the Regional Air Movement Control Center prior to any mission.
- 1.1.4. The Government anticipates contracting for up to a maximum of 2190 flight hours per quarter.
- 1.1.5. The contractor may refuse any mission for safety reasons. However, mission must be rescheduled and flown as agreed to by the COTR and contractor.
- 1.1.6. Aircraft departure shall take place within 20 minutes of scheduled departure times.

1.2. Aircraft Requirements.

- 1.2.1. Aircraft must be a multi-engine, fixed wing aircraft listed on the air carrier's Federal Aviation Regulation (FAR) 135 certificate.
- 1.2.2. Aircraft must be capable of taking-off and landing on short (minimum 3,500 ft) unimproved runways.
- 1.2.3. Aircraft must be pressurized and capable of transporting passenger/cargo loads in extreme hot and cold temperature conditions that include high altitudes with mountain ranges up to 15,000 ft AGL.
 - 1.2.3.1. The contractor's aircraft shall have the capability to transport a minimum of seven passengers and personal baggage per mission. Planning weight for passengers plus their baggage is 400 lbs per person for a total of 2,800 lbs.
 - 1.2.3.2. Aircraft shall carry a minimum useful payload of up to 6,000 lbs of cargo movement per mission.

1.2.3.3. Provide passenger and cargo combination service with a total useful load up to 6,000 lbs per mission. Note: These figures include the planning weight of 2,800 lbs in paragraph 1.2.3.1.

1.2.4. Aircraft must be configured with Ultra High Frequency (UHF) and Very High Frequency (VHF) radio, and Global Positioning Satellite (GPS).

1.2.5. Aircraft must be able to fly under Instrument Flight Rules (IFR) conditions.

1.3. Personnel Requirements.

1.3.1 All personnel performing under this contract are required to possess a Secret security clearance. Interim clearances are acceptable initially. All personnel are required to speak English in a fluent and coherent manner. Personnel performing this contract are considered to be U.S. civilians serving with, employed by, or accompanying the Armed Forces of the United States and coalition forces. The contractor and its employees will be bound to adhere to General Order 1 as set forth in Appendix 4, and any supplements or any successor order.

1.3.2. Aircrew members shall be trained, qualified, and maintain proficiency in accordance with Federal Aviation Regulation (FAR) 135 and 32 CFR 861.

1.3.3. Aircraft maintenance personnel shall be trained, qualified, and maintain proficiency in accordance with FAR 135.

1.4. Aircraft Maintenance. Aircraft will be maintained in accordance with FAR 135.

1.5. Passenger Service.

1.5.1. The contractor shall transport up to seven passengers and personal baggage per mission. Planning weight for passengers plus their baggage is 400 lbs per person for a total of 2800 lbs.

1.5.2. Bagram Passenger Services personnel will provide the contractor a list of personnel authorized for flight prior to boarding. The contractor shall not permit any unauthorized personnel to board the aircraft.

1.5.3. The contractor shall verify passenger body weight with calibrated scales. If scales are not available, interrogated weights can be used.

1.5.4. Offloading shall be accomplished within 30 minutes or less to comply with Maximum on Ground (MOG) restrictions and safety considerations.

1.6. Cargo Service.

1.6.1. Provide cargo transportation up to a useful load of 6,000 lbs. Estimated largest piece is 8'x 3'x 3' with gross weight of 300 lbs each.

1.6.2. Offloading shall be accomplished within 30 minutes or less to comply with Maximum on Ground (MOG) restrictions and safety considerations.

1.6.3. All cargo will be floor loaded -- no pallets.

1.6.4 Contractor shall verify cargo weight with calibrated scales.

1.7 Transporting Hazardous Cargo. The Government requires passengers to carry a full complement of munitions and explosives necessary to execute their mission as well as other HAZMAT. Contractor shall carry HAZMAT in accordance with their DOT approvals and exemptions. Contractor shall provide a copy of any DOT exemptions to the Contracting Officer. If contractor does not currently possess the necessary approvals and exemptions to carry such HAZMAT, contractor must act with due diligence to obtain an exemption and the Government will cooperate in all good faith to obtain such exemption.

1.8. Passenger and Cargo Combination (COMBI) Service.

1.8.1. Provide passenger and cargo combination service with a total passenger and cargo useful payload of up to 6,000 lbs.

1.8.2. Receive Federal Aviation Administration (FAA) approval to operate in a combination mode.

1.8.3. Comply with FAA guidelines including cargo nets and placement of passengers.

1.8.4. Offloading shall be accomplished within 30 minutes or less to comply with Maximum on Ground (MOG) restrictions and safety considerations.

1.9. Intransit Visibility (ITV)

1.9.1. Contractor will be required to provide to the Air Mobility Division, Al-Udeid, Qatar, departure and arrival notification at all locations where communication is possible. If communication is not available, contractor will provide information through Bagram either in flight or upon return to home station.

2. Service Delivery Summary

Performance Objective	SOW para.	Performance Threshold
Schedule and Perform All Missions	Para. 1.1, 1.2, 1.5, 1.6, 1.7, 1.8	100% of Missions Completed As Scheduled.
Provide Air Mobility Division Weekly And Quarterly Flight Segment/Hours Reports	Appendix 1, Para 2.0	100% Accurate, Complete, and On time.

3. Government Furnished Property and Services

3.1. Services

3.1.1. Material Safety Data Sheets (MSDS).

3.1.2. Mission Schedule.

3.1.3. Passenger Manifest Listing.

3.1.4. Hazardous Material (HAZMAT) Cargo and Disposition Instructions

3.1.5. Space Available (Space A) travel: Contractor personnel who are US citizens may fly Space A on military flights that go to Frankfurt and Al Udeid, Qatar. Contractor is required to reimburse the Government for these flights.

3.1.6. Other services/property as approved by the installation commander.

3.2 Services at Bagram AB, Afghanistan The Government will provide the following services at Bagram.

3.2.1. JP-8 Fuel is available at Bagram.

3.2.2. Ramp Space.

3.2.3. Start carts and APUs.

3.2.4. Hangar space may be available for maintenance, but must be coordinated with the CJTF-76/Bagram Aircraft Maintenance Office/Maintenance Chief.

3.2.5. Billeting: Wooden shelters with beds (B-huts).

3.2.6. Meals: Hot meals in the dining facility. The on-base contractor-provided messing is four (4) hot meals a day.

3.2.7. Office space, connections to DSN telephone and unclassified internet.

3.2.8. Force Protection.

4. General Information

4.1. Project Management

4.1.1. The contractor shall assign a Project Manager (PM) authorized to manage and administer all terms and conditions of this contract.

4.2. Security

4.2.1. **Contractor Security:** Government Security Forces (SF) and Quick Response Forces (QRF) personnel will provide security and force protection procedures for the contractor while on military installations and during contract performance.

4.2.2. **Military Installation Security:** While on military installations or on military portions of commercial facilities, contractor, and subcontractor personnel shall comply with security regulations promulgated by the military installation or activity Commander. Security regulations are directive in nature and shall be adhered to by all contractor and subcontractor personnel.

- 4.2.3. **Restricted Area Access:** Where regular and frequent entry into restricted areas at a military installation is required by contractor or subcontractor personnel for ground handling of aircraft, the contractor or subcontractor personnel must meet the requirements established by AFI 31-101, Chapter 9, paragraph 9.2.1., AFI 31-401, and DD Form 254. Applications for personnel security investigations shall be made to the local Chief, Security Forces.
- 4.2.4. **Facility Security Clearance:** Where there is a need for receipt, storage or development of classified documents, a facility clearance of SECRET and classified safeguarding capability is required in accordance with the National Industrial Security Program Operating Manual, (NISPOM), paragraph 4.2.2 and DOD 5220.22M, paragraph 2-104. DOD 5220.22M also provides authority for contractors to certify the personnel security clearance status of company employees and makes provisions for the contractor (Operator) who has a valid facility security clearance of SECRET to verify the security clearance status of its employees. Contractors must inform the Contracting Officer of the correct address of any company agency requiring a secure facility.
- 4.2.5. **Personnel Security Clearance:** Upon contract award, security clearance applications for all required personnel shall be completed in accordance with DOD 5220.22M, paragraph 2-100 and instructions received from the cognizant Defense Industrial Security Officer (DISO), Defense Security Service (DSS). All required clearance actions shall be forwarded to the cognizant DISO.
- 4.2.6. **Operations Security (OPSEC):** The contractor shall be responsible for OPSEC procedures when operating missions for the DOD to include safeguarding critical information. Contractors must ensure employees receive OPSEC training upon initial assignment to a contract with OPSEC requirements. Information such as flight schedules, hotels where crews are staying, return trips, and other facts about the international mission shall be kept close hold and only communicated to persons who have a need to know this information. Flight crews should be aware of persons who are seeking information about the contractor, flights, etc. They should seek to maintain a low profile while operating DOD missions. If the contractor has questions about OPSEC they can be addressed either to the Contracting Officer or the Air Mobility Division, Al-Udeid, Qatar.
- 4.2.7. **Contractor Company Personnel And Company Facility Security Officer (FSO):** The contractor will appoint a person as the company FSO. The contractor must establish appropriate safeguards to assure that the individuals who are not cleared do not gain access to classified information, material, and Government furnished communications security (COMSEC) equipment. Responsibility for security of classified information, material and COMSEC equipment rests with each individual who is authorized access. The FSO must work closely with the Defense Security Service (DSS) and Air Mobility Division, Al-Udeid, Qatar on DOD related security matters and ensure their Government furnished COMSEC equipment is stored, maintained, and operated properly. The company FSO shall maintain a current list of cleared personnel and flight deck aircrew personnel who are eligible for a secret clearance. This list shall be made available for verification during on-site surveys by DOD personnel who have a need to know, and will be provided to the Contracting Officer when requested.

4.2.8. **Authentication Materials:** Aircrew members shall require certain authentication documents in order to perform missions. When appropriate, authentication materials and identification friend or foe (IFF)/selective identification feature (SIF) operating instructions shall be made available to flight deck aircrews at military Base Operations and Route Briefing sections provided they present proper identification. Initial issue of these documents shall be as required to cover elapsed time from departure station to destination and return, or to the first enroute station having the capability to provide additional distribution.

4.2.9. **Aircraft Physical Security:** Contractor aircraft at military installations will receive the same degree of physical security as provided military aircraft in like status. Ingress and egress procedures to and through control points and restricted or controlled areas shall be established to permit crewmembers access to their aircraft.

4.2.9.1. **Aircraft Security:** The contractor shall establish a program to prevent unlawful seizure of aircraft. At airports, bases, and air terminals where there is an AMC presence or where US forces are present and responsible for deployment or redeployment of forces, the military will be responsible for security processing of passengers at on- or off-load. At enroute or operational stops and at locations where there is no AMC or military presence, security processing of passengers shall be the responsibility of the contractor. At these locations, the contractor shall satisfy the requirements of the Transportation Security Administration (TSA) security program for charter operations in commercial service.

4.2.9.2. **Aircraft Identification:** Aircraft shall have the operating contractor's name on both sides of the fuselage commensurate with industry practice. Any names other than the operating contractor must be approved by the Contracting Officer prior to departure.

4.3. Force Protection

4.3.1. The contractor shall follow CENTCOM/CENTAF force protection recommendations when doing so will not alter the terms and conditions of this contract. If compliance with a CENTCOM/CENTAF force protection recommendation would alter the terms and conditions of the contract and/or give rise to a request for equitable adjustment, the contractor will inform the contracting officer and secure the contracting officer's written agreement prior to incurring any expense. Any action taken or expense incurred prior to approval by the contracting officer will be deemed to be at the contractor's expense.

4.4. Quality Control

4.4.1. The contractor shall develop and implement a commercial quality control plan to ensure safe and reliable air transportation in accordance with FAR 135 and 32 CFR 861.

4.5. Passports and Geneva Convention Cards:

4.5.1. **Passports:** All company personnel supporting AMC overseas missions shall have a current and valid passport.

4.5.2. **Geneva Convention Identity Card (DD Form 489)(hereafter referred to as the Geneva Conventions Card):** Civilian noncombatant personnel authorized to accompany military forces of the US into regions of war will be issued a Geneva Conventions Card in accordance with procedures established in AFI 36-3026(I), Identification Cards For Members of the Uniformed Services, Their Family Members, and Other Eligible Personnel. Contractor personnel will be required to contact Mr. Steve Jarrett, CENTCOM, Macdill AFB, FL to coordinate processing for issuance of Geneva Convention Identity Cards prior to going overseas. CJTF-76 will process any line badge requirements at Bagram.

4.5.3. **Personnel Authorized To Receive The Geneva Conventions Card:** Contractor personnel employed by the contractor for performance of this contract will be issued this card. The Geneva Conventions Card will be issued by CJTF-76/CJ3 Aviation, Bagram Afghanistan, to the following company personnel:

- Aircrew personnel designated to operate company aircraft in the performance of this contract.
- Ground support personnel assigned to Bagram in support of this contract.
- Selected supervisory personnel, subject to deployment overseas, responsible for overall supervision of the company's performance of this contract.

4.6. Communications

4.6.1. When operating missions, the contractor's operations center will be required to maintain secure voice communications with the Air Mobility Division, Al-Udeid, Qatar.

4.7. Aircrew Duty Day Requirements

4.7.1. **Scheduling Limits:** Crew duty will be limited to 14 hours for two-pilot crews, 18 hours for three or more pilot crews, and 24 hours for aircraft with FAA-approved crew rest facilities. Crew duty will be considered as beginning when the crewmember reports for duty (including non-local company-directed deadhead), and ending at block-in of the final DOD segment for that crew.

4.7.2. **Execution Limits:** Crew duty execution limits are the same as scheduled, except that the limits can be extended by two hours for two and three-pilot crews. This extension is at company discretion and does not apply to the 24-hour duty limit associated with crew rest-equipped aircraft. A statistical tracking of the number of times this extension is utilized will be maintained by each company and provided to Contracting Officer upon request.

4.7.3. **Crew Rest:** Minimum crew rest, prior to first DOD segment or between DOD segments, is 10 hours. At the contractor's discretion, that rest can be reduced to nine hours if the crew is still able to receive eight hours of uninterrupted rest. NOTE: The reduced rest cannot be combined with the two-hour crew duty extension during a preceding or subsequent duty period.

4.7.4. **Deadhead Transportation:** All deadhead transportation, not local in nature, will be considered as part of the crew duty day for DOD limits.

4.8. Flying In Controlled Airspace

- 4.8.1. All contract flights shall fly over established airways, domestic or international, and in controlled airspace. Exceptions may be made to this requirement where it is impractical to follow airways or fly in controlled airspace, provided airways are intersected at the first practical point and departed at the last practical radio navigational fix near destination, or when area controller established airways do not exist within a flight information region. Economic considerations will not justify deviation from this procedure.

4.9. Fire Containment Covers

- 4.9.1. In accordance with Federal Aviation Administration Airworthiness Directive 93-07-15, fire containment covers (FCCs) must be placed on all cargo transported in the class B cargo compartment of combination aircraft. This Airworthiness Directive also stipulates for Alternate Compliance exempt certain items from the requirement to be covered by FCCs.

- 4.9.2. The contractor shall furnish, transport, repair and replace sufficient FCCs on each operational aircraft. An FCC shall be deemed unserviceable if it has damage in excess of any of the following:

- 4" x 4" L-shaped tear
- 8" long tear
- 2" diameter tear

- 4.9.3. The contractor will be responsible for covering and uncovering cargo with the FCCs. If FCC-covered cargo is taken away from the aircraft (assuming cargo are not covered and uncovered aboard the aircraft), the U.S. Government will ensure an adequate number of FCCs are returned to the aircraft prior to its next departure.

4.10. Safety Barriers

- 4.10.1. All passenger and cargo doors used for on-loading and off-loading of passengers, baggage, and cargo aboard contract aircraft shall be equipped with a safety barrier at chest or waist level. The safety barrier shall be in place when the cabin or cargo door is open except when actually on-loading or off-loading passengers/cargo or when loading stairs are positioned.

- 4.11. **Authority To Leave Unsafe Aircraft:** According to Section 2640, Chapter 157, 10 US Code, the following shall apply with regard to the authority to leave unsafe aircraft:

- 4.11.1. **Determinations To Leave Unsafe Aircraft:** AMC Air Carrier Survey Team members, ramp inspectors, the Military Surface Deployment and Distribution Command (SDDC), or such other agencies as may be designated by the Secretary of Defense (or if there is no such representative reasonably available, the senior officer on-board a contract mission) may order members of the armed forces to leave a contract mission if the representative (or officer) determines a condition exists on the aircraft which may endanger the safety of the passengers. If serious deficiencies exist, the appropriate AMC representative will initiate an operational immediate message to the next higher headquarters with a copy to the HQ

AMC/A34YM, Contracting Officer. In cases where such deficiencies exist, only the FAA representative has the authority to ground the commercial aircraft in question.

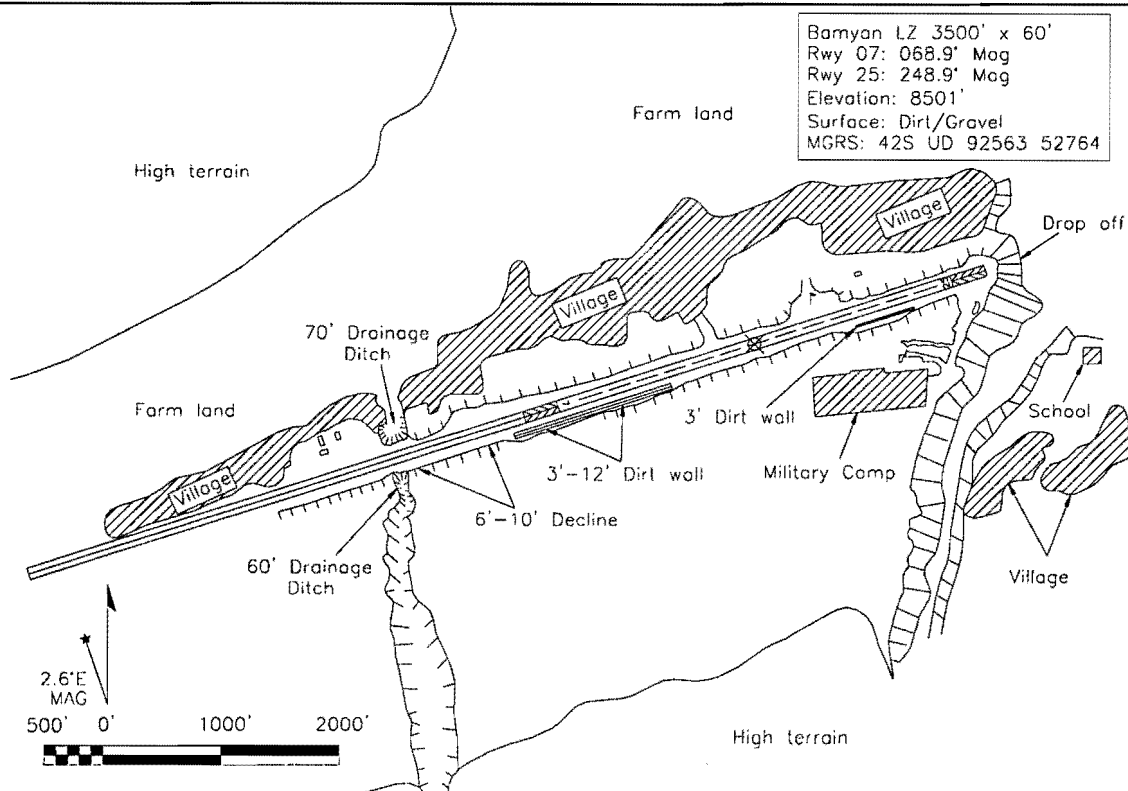
- 4.12. **Workload Estimate:** Contractor's aircraft must provide a useful payload of up to 6,000 lbs of cargo movement per mission and a maximum of 18,000 lbs of cargo movement per day.

LANDING ZONE SURVEY	1A. LZ NAME Bamyan Airfield	1B. ZAR INDEX NO.	2A. COUNTRY Afghanistan	2B. STATE Bamyan
	3. MAP SERIES/SHEET NUMBER/EDITION/DATE OF MAP U611/2586/3-DMA/1986/1:100,000			
4. SURVEY APPROVAL/DISAPPROVAL DATA				
4A. DATE SURVEYED 20040101	TYPED NAME AND GRADE OF SURVEYOR Brad Walker, MSgt		PHONE NUMBER (DSN) 424-1601	UNIT 21 STS Pope AFB, NC
4B. DATE REVIEWED	TYPED NAME AND GRADE OF REVIEWER		PHONE NUMBER (DSN)	SIGNATURE
	UNIT AND LOCATION			
4C. DATE	TYPED NAME AND GRADE OF APPROVING AUTHORITY		PHONE NUMBER (DSN)	SIGNATURE
APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/>	UNIT AND LOCATION			
5. COORDINATING ACTIVITIES				
LZ CONTROLLING AGENCY OR UNIT CJTF-180 (Afghanistan) DSN (318) 231-4116			PHONE NUMBER (DSN)	
RANGE CONTROL N/A			PHONE NUMBER (DSN)	
6. LZ DIMENSIONS (FEET)				
LENGTH 3500'	WIDTH 60'	APPROACH END OVERRUN LENGTH 300'	DEPARTURE END OVERRUN LENGTH 300'	
LEFT CLEAR ZONE 35'	LEFT SHOULDER 10'	RIGHT CLEAR ZONE 35'	RIGHT SHOULDER 10'	
7. LZ AXIS DATA				
A. MAGNETIC 068.9°	B. GRID (UTM) 072.1°	C. TRUE 071.5°	D. SOURCE/DATE OF VARIATION DATA 200401	
8. GROUND POINT ELEVATION FOR RUNWAY	A. APPROACH END 8489'	B. DEPARTURE END 8494'	C. HIGHEST 8501'	
9. LZ COORDINATES				
A. SPHEROID/DATUM WGS-84	B. GPS DERIVED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	C. GRID ZONE 42 S	D. EASTING 03	E. NORTHING 38
F. LZ CENTER-POINT	MGRS COORDINATES UD 92563 52764	WGS84 LATITUDE (D-M.MM) N 34° 48.688'	WGS84 LONGITUDE (D-M.MM) E 067° 49.521'	
G. APPROACH END	MGRS COORDINATES UD 92055 52601	WGS84 LATITUDE (D-M.MM) N 34° 48.596'	WGS84 LONGITUDE (D-M.MM) E 067° 49.189'	
H. DEPARTURE END	MGRS COORDINATES UD 93070 52928	WGS84 LATITUDE (D-M.MM) N 34° 48.780'	WGS84 LONGITUDE (D-M.MM) E 067° 49.852'	
10. LZ SURFACE DATA				
A. SURFACE Gravel/Packed Dirt	B. SOIL STRENGTH PROFILE 8" Surface: 100 CBR, DCP could not penetrate below this depth.			
11. LZ LONGITUDINAL PROFILE				
A. GLIDE SLOPE RATIO RWY 07 19:1 / RWY 25 14:1		B. LONGITUDINAL RUNWAY GRADIENT 0.3264 %		
12. TRANSVERSE SECTION GRADIENTS				
A. LEFT TRANSITION AREA -2.080 %	B. LEFT GRADED AREA -1.6670 %	C. LEFT SHOULDER 1.9267 %	D. LEFT HALF RUNWAY -0.8865 %	
E. RIGHT TRANSITION AREA 2.1243 %	F. RIGHT GRADED AREA 0.2375 %	G. RIGHT SHOULDER 0.1822 %	H. RIGHT HALF RUNWAY 0.3946 %	
I. PENETRATIONS Rwy 07: None Rwy 25: None				

LZ NAME

Bamyan Airfield

13. LZ DIAGRAM



14. REMARKS

1. User accepts responsibility for injury/damage to personnel, property and equipment.
2. Coordinates, elevation and declination obtained by GPS (PSN-11), margin of error +/- 30'.
3. CTAf 329.600 UHF, 158.000 VHF.
4. NIMA Air Facility Report shows runway length and width at 8515' x 75'. The width is not well defined and varies between 128' and 158'. The surveyed LZ is located in the center 60'.
5. Right side of Rwy 7 has two vertical embankments ranging from 3' to 12' tall, 105' off centerline.
6. Right side of Rwy 7, 85' off centerline is a 6' convex decline, running parallel to the rwy.
7. Left side of Rwy 7 has numerous dirt buildings encroaching on the airfield; all are outside of the transitional area.
8. Drainage ditch, 60'-70' deep, runs under the airfield 1450' prior to Rwy 7 threshold.
9. Airfield is located within a valley with high terrain on all sides. If approaching Rwy 25 from the East, the nearest obstacle is a hill, 2677' prior and 1125' right of threshold, outside of the Approach Zone. Rwy 7 provides a longer final approach with a slightly greater glide slope.
10. The DCP was unable to penetrate below 8", possibly due to the frozen ground or large concentration of rocks.
11. Numerous digital photographs are on file with CJSOAC/STGFWD, contact Operations at DSN 318-471-2910 or SIPRNET: cjsoc.stg.fwdops@auab.aorcentaf.af.smil.mil

15. PHOTOGRAPHY AVAILABLE



YES



NO

LOW LEVEL ROUTES



NONE AVAILABLE



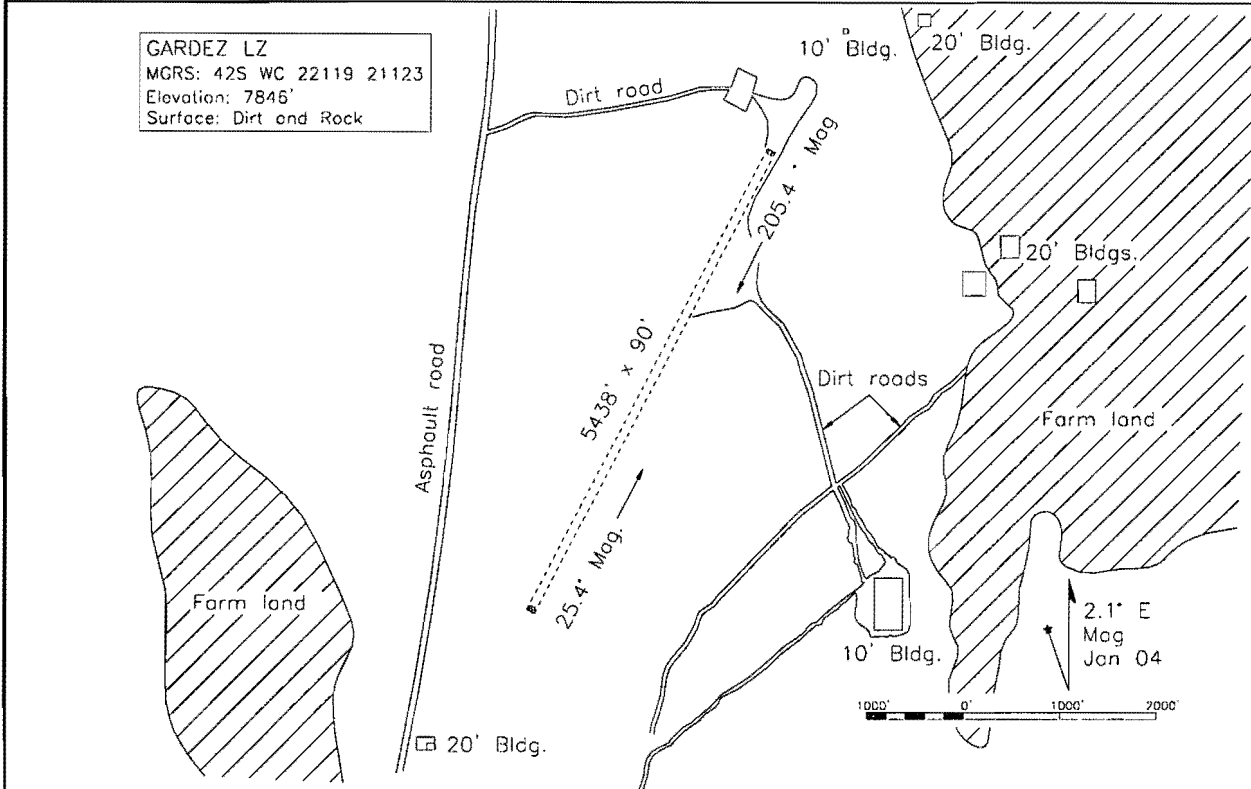
ROUTE NAME/DESIGNATOR

LANDING ZONE SURVEY	1A. LZ NAME Gardez LZ	1B. ZAR INDEX NO.	2A. COUNTRY Afghanistan	2B. STATE Province: Paktia
	3. MAP SERIES/SHEET NUMBER/EDITION/DATE OF MAP NI4211/Edition 4/8 Feb 1999/JOG			
4. SURVEY APPROVAL/DISAPPROVAL DATA				
4A. DATE SURVEYED 20040106	TYPED NAME AND GRADE OF SURVEYOR Billy Klercker, SSGT		PHONE NUMBER (DSN) 424-1601	UNIT 21 STS, Pope AFB, NC
4B. DATE REVIEWED	TYPED NAME AND GRADE OF REVIEWER		PHONE NUMBER (DSN)	SIGNATURE
	UNIT AND LOCATION			
4C. DATE	TYPED NAME AND GRADE OF APPROVING AUTHORITY		PHONE NUMBER (DSN)	SIGNATURE
APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/>	UNIT AND LOCATION			
5. COORDINATING ACTIVITIES				
LZ CONTROLLING AGENCY OR UNIT CJTF-180 (Afghanistan) DSN (318) 231-4116			PHONE NUMBER (DSN)	
RANGE CONTROL N/A			PHONE NUMBER (DSN)	
6. LZ DIMENSIONS (FEET)				
LENGTH 5438'	WIDTH 90'	APPROACH END OVERRUN LENGTH 300'	DEPARTURE END OVERRUN LENGTH 300'	
LEFT CLEAR ZONE See remarks 3.c	LEFT SHOULDER See remarks 3.c	RIGHT CLEAR ZONE See remarks 3.c	RIGHT SHOULDER See remarks 3.c	
7. LZ AXIS DATA				
A. MAGNETIC 205.4°	B. GRID (UTM) 207.4°	C. TRUE 207.5°	D. SOURCE/DATE OF VARIATION DATA 200401	
8. GROUND POINT ELEVATION FOR RUNWAY	A. APPROACH END 7846'	B. DEPARTURE END 7846'	C. HIGHEST 7846'	
9. LZ COORDINATES				
A. SPHEROID/DATUM WGS-84	B. GPS DERIVED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	C. GRID ZONE 42S	D. EASTING 05	E. NORTHING 37
F. LZ CENTER-POINT	MGRS COORDINATES WC 22119 21123	WGS84 LATITUDE (D-M.MM) N 33° 37.781'	WGS84 LONGITUDE (D-M.MM) E 069° 14.309'	
G. APPROACH END	MGRS COORDINATES WC 22500 21858	WGS84 LATITUDE (D-M.MM) N 33° 38.178'	WGS84 LONGITUDE (D-M.MM) E 069° 14.557'	
H. DEPARTURE END	MGRS COORDINATES WC 21740 20392	WGS84 LATITUDE (D-M.MM) N 33° 37.386'	WGS84 LONGITUDE (D-M.MM) E 069° 14.063'	
10. LZ SURFACE DATA				
A. SURFACE Dirt/Gravel	B. SOIL STRENGTH PROFILE 4" Surface: 41 CBR, 8" Base: 100 CBR, 15" Sub-base: 78 CBR. See remarks 3.e			
11. LZ LONGITUDINAL PROFILE				
A. GLIDE SLOPE RATIO Rwy 21 36:1 / Rwy 03 45:1		B. LONGITUDINAL RUNWAY GRADIENT 0.1%		
12. TRANSVERSE SECTION GRADIENTS				
A. LEFT TRANSITION AREA Not Available	B. LEFT GRADED AREA Not Available	C. LEFT SHOULDER Not Available	D. LEFT HALF RUNWAY Not Available	
E. RIGHT TRANSITION AREA Not Available	F. RIGHT GRADED AREA Not Available	G. RIGHT SHOULDER Not Available	H. RIGHT HALF RUNWAY Not Available	
I. PENETRATIONS All longitudinal and transverse gradient data was collected by another surveyor on 20011205. See remarks section 3.d				

LZ NAME

Gardez LZ

13. LZ DIAGRAM



14. REMARKS

1. LZ is located approximately 1/2 mile north of Gardez.
2. The surface of the LZ is dirt with 1"-3" rocks in it.
3. Obstructions/hazards to flight in/around the LZ at the time of the survey include:
 - a) 4 demilitarized artillery pieces spread across the departure end threshold. There are also several dozen in-operable tanks, armored personnel carriers, and artillery pieces on the NW side of the runway at the departure end threshold.
 - b) 10 x 1' dirt piles cross RWY approximately 4450' from RWY 21.
 - c) 2.5' concrete markers line both sides of RWY every 300' - 500'. Penetrating the graded area obstacle criteria. Ref: ETL 98-5, table 2, Number 6 remarks.
 - d) Previous surveyor reported the following shoulder and graded area transverse gradient data.
 Left graded area: 1.5% left shoulder: 1.5% runway: 0 right shoulder: -1% left graded area: -1%.
 - e) Time constraints allowed just one DCP, conducted on/near the departure end threshold. The RWY appeared to have the same soil composition along entire length.
4. Recommend approval for air land operations only after all military equipment is moved to no less than 160' from RWY centerline.
5. Recommend RWY 21 arrival/RWY 03 departure to avoid over flying the town of Gardez.
6. Coordinates, elevations, and MAGVAR derived from PLGR GPS (PSN-11), margin for error +/- 40'.
7. User accepts responsibility for injury/damage to personnel, property, and equipment.
8. Numerous digital photographs are on file with CJSOAC/STGFWD, contact Operations at DSN 318-471-2910 or SIPRNET: cjsoc.stg.fwdops@auab.aorcentaf.af.smil.mil

15. PHOTOGRAPHY AVAILABLE



YES



NO

LOW LEVEL ROUTES



NONE AVAILABLE



ROUTE NAME/DESIGNATOR

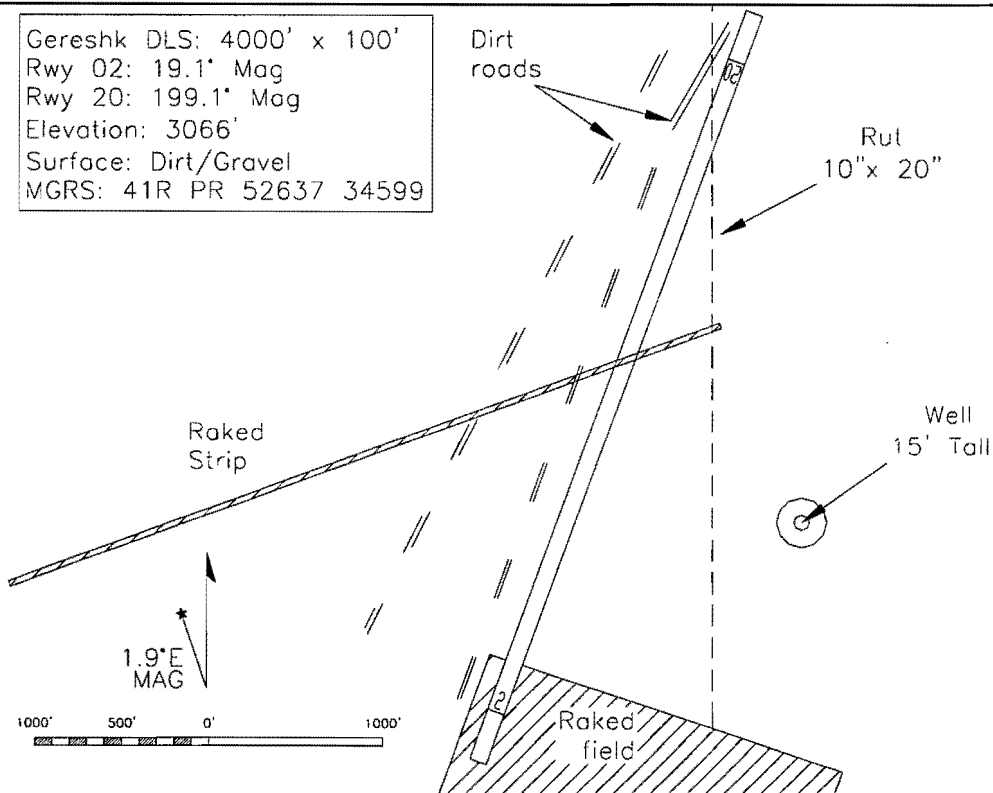
LANDING ZONE SURVEY	1A. LZ NAME Gereshk DLS	1B. ZAR INDEX NO.	2A. COUNTRY Afghanistan	2B. STATE Province: Helmand
	3. MAP SERIES/SHEET NUMBER/EDITION/DATE OF MAP U611/1980/3-Nima/1969			
4. SURVEY APPROVAL/DISAPPROVAL DATA				
4A. DATE SURVEYED 20040111	TYPED NAME AND GRADE OF SURVEYOR Hepler, Joe SRA	PHONE NUMBER (DSN) 424-1601	UNIT 21 STS Pope AFB, NC	
4B. DATE REVIEWED	TYPED NAME AND GRADE OF REVIEWER	PHONE NUMBER (DSN)	SIGNATURE	
	UNIT AND LOCATION			
4C. DATE	TYPED NAME AND GRADE OF APPROVING AUTHORITY	PHONE NUMBER (DSN)	SIGNATURE	
APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/>	UNIT AND LOCATION			
5. COORDINATING ACTIVITIES				
LZ CONTROLLING AGENCY OR UNIT CJTF-180 (Afghanistan) DSN (318) 231-4116			PHONE NUMBER (DSN)	
RANGE CONTROL			PHONE NUMBER (DSN)	
6. LZ DIMENSIONS (FEET)				
LENGTH 4000'	WIDTH 100'	APPROACH END OVERRUN LENGTH 300'	DEPARTURE END OVERRUN LENGTH 300'	
LEFT CLEAR ZONE 35'	LEFT SHOULDER 10'	RIGHT CLEAR ZONE 35'	RIGHT SHOULDER 10'	
7. LZ AXIS DATA				
A. MAGNETIC 199.1°	B. GRID (UTM) 200.1°	C. TRUE 201.0°	D. SOURCE/DATE OF VARIATION DATA 200401	
8. GROUND POINT ELEVATION FOR RUNWAY	A. APPROACH END 3041'	B. DEPARTURE END 3036'	C. HIGHEST 3066'	
9. LZ COORDINATES				
A. SPHEROID/DATUM WGS-84	B. GPS DERIVED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	C. GRID ZONE 41R	D. EASTING 06	E. NORTHING 35
F. LZ CENTER-POINT	MGRS COORDINATES PR 52637 34599	WGS84 LATITUDE (D-M.MM) N 31° 56.225'	WGS84 LONGITUDE (D-M.MM) E 064° 36.886'	
G. APPROACH END	MGRS COORDINATES PR 52847 35173	WGS84 LATITUDE (D-M.MM) N 31° 56.533'	WGS84 LONGITUDE (D-M.MM) E 064° 37.025'	
H. DEPARTURE END	MGRS COORDINATES PR 52427 34025	WGS84 LATITUDE (D-M.MM) N 31° 31.915'	WGS84 LONGITUDE (D-M.MM) E 064° 36.747'	
10. LZ SURFACE DATA				
A. SURFACE Dirt/Gravel	B. SOIL STRENGTH PROFILE CBR:15, method used ACP and drill, depth of readings are from surface, 6", 12", and 18"			
11. LZ LONGITUDINAL PROFILE				
A. GLIDE SLOPE RATIO 50:1'	B. LONGITUDINAL RUNWAY GRADIENT .125%			
12. TRANSVERSE SECTION GRADIENTS				
A. LEFT TRANSITION AREA 0%	B. LEFT GRADED AREA 0%	C. LEFT SHOULDER 0%	D. LEFT HALF RUNWAY 0%	
E. RIGHT TRANSITION AREA 0%	F. RIGHT GRADED AREA 0%	G. RIGHT SHOULDER 0%	H. RIGHT HALF RUNWAY 0%	
I. PENETRATIONS None Noted.				

LZ NAME

Gereshk DLS

13. LZ DIAGRAM

Gereshk DLS: 4000' x 100'
 Rwy 02: 19.1° Mag
 Rwy 20: 199.1° Mag
 Elevation: 3066'
 Surface: Dirt/Gravel
 MGRS: 41R PR 52637 34599



14. REMARKS

1. User accepts responsibility for damage/injury to personnel, property, and/or equipment
2. Coordinates, elevations, and MAGVAR derived from PLGR GPS (PSN-11), margin of error +/-40'.
3. Not within Transverse gradient tolerances (refer to ETL 98-5 Figure 4).
4. Obstructions/hazards to flight in/around the LZ at time of survey include:
 - a) Potential for BROWN OUT conditions exists.
 - b) RWY has potential to become muddy during inclement weather and may effect breaking action.
 - c) LZ located on and near major LOC crossing in the desert. Vehicles observed in the area. Recommend security positions around LZ for safety of flight.
 - d) Several 2" ruts in raked areas throughout the DLS.
5. DCP penetrated a depth of 6" then hitting an impenetrable layer at depths of 7"-8", all readings were 15 CBR.
6. Not a defined runway, due to its location in flat, desert terrain.
7. Nomadic agriculture surrounds DLS.
8. LZ should be checked before use.
9. Numerous digital photographs are on file with CJSOAC/STGFWD, contact Operations at DSN 318-471-2910 or SIPRNET: cjsaac.stg.fwdops@auab.aorcentaf.af.smil.mil

15. PHOTOGRAPHY AVAILABLE



YES



NO

LOW LEVEL ROUTES



NONE AVAILABLE



ROUTE NAME/DESIGNATOR

STOL LANDING ZONE SURVEY	1A. LZ NAME GHAZNI STOL LZ			1B. INDEX NUMBER	
	2. LOCATION Ghazni, AFG				
3. MAP SERIES/SHEET NUMBER/EDITION/DATE OF MAP JOG NI4210 1-EDITION 1983					
4. SURVEY APPROVAL/DISAPPROVAL DATE					
4A. DATE SURVEYED 20040106	TYPE NAME AND GRADE OF SURVEYOR Joe Gross, 2Lt		PHONE NUMBER 424-1601	UNIT 21 STS, Pope AFB, NC	
4B. DATE REVIEWED	TYPE NAME AND GRADE OF REVIEWER		PHONE NUMBER	SIGNATURE	
	UNIT AND LOCATION				
4C. DATE APPROVED	TYPED NAME AND GRADE OF APPROVING AUTHORITY		PHONE NUMBER	SIGNATURE	
APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/>	UNIT AND LOCATION				
5. COORDINATING ACTIVITIES					
LZ CONTROLLING AGENCY/OWNER CJTF-180 (Afghanistan)				PHONE NUMBER	
RANGE CONTROL FREQ (S) N/A				PHONE NUMBER	
6. PARAMETERS OF EXISTING RUNWAY AND SURFACE INFORMATION					
A. LENGTH 1176'	B. WIDTH 30'	C. SURFACE Steel decking	D. CBR Unknown	E. DETERMINATION METHOD N/A	F. DEPTH OF READING N/A
G. RWY 15	LAT (D-M.MMM)(WGS-84) 33° 31.809' N		LONG (D-M.MMM)(WGS-84) 068° 24.874' E		MGRS (MAP DATUM) (10 DIGIT) 42S VC 45640 10214
H. RWY 33	LAT (D-M.MMM)(WGS-84) 33° 31.980' N		LONG (D-M.MMM)(WGS-84) 068° 24.766' E		MGRS (MAP DATUM) (10 DIGIT) 42S VC 45475 10532
7. LZ AXIS DATA					
RWY 15	MAGNETIC 115°	TRUE 152.2°	GRID 152.5°	DATE OF VARIATION 20040106	
RWY 33	MAGNETIC 330°	TRUE 332.2°	GRID 332.5°	DATE OF VARIATION 20040106	
8. LENGTH OF DISPLACED THRESHOLD/FEET REMAINING/GLIDE SLOPE RATIO					
RWY RWY 15/None/1176'/35:1			RWY RWY 33/None/1176'/32:1		
9. LZ COORDINATES					
A. GPS DERIVED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	B. DATUM(MAP) WGS- 84	C. GRID ZONE (MAP) 42S	D. EASTING 04	E. NORTHING 37	
F. DISPLACED THRESHOLD RWY 15	LAT (D-M.MMM)(WGS-84) N/A		LONG (D-M.MMM)(WGS-84) N/A		MGRS (MAP DATUM) (10 DIGIT) N/A
G. ELEVATION 7190'	TRANSVERSE GRADIENT 0%		LONGITUDINAL GRADIENT -0.60°		
H. DISPLACED THRESHOLD RWY 33	LAT (D-M.MMM) (WGS-84) N/A		LONG (D-M.MMM) (WGS-84) N/A		MGRS (MAP DATUM) (10 DIGIT) N/A
I. ELEVATION 7183'	TRANSVERSE GRADIENT 0%		LONGITUDINAL GRADIENT + 0.60°		
10. REMARKS: - FOR SPECIAL OPERATIONS USE ONLY - USER ASSUMES RESPONSIBILITY FOR DAMAGE TO PROPERTY, EQUIPMENT AND INJURY TO PERSONNEL - DIAGRAM ATTACHED					

10. REMARKS

- a. The STOL is located in a Afghan Military Force (AMF) compound approximately 017°/2.2K from the town of Ghazni.
- b. The Provincial Reconstruction Team (PRT) compound is located 187°/2.87K from the STOL.
- c. At time of survey, the AMF reported the STOL was being used daily during day light hours by UN and Turkish helos.
- d. The surface of the STOL is a steel linked decking material often used to cover unimproved runways.
- e. Obstruction/hazards to flight in/around the STOL include:
 - 1) A 10' fuel tank is located 115' from runway centerline on the east side of the approach end of runway 33.
 - 2) A 10' wooden shack and dirt berm is located north of the the departure end of runway 33; neither encroach the approach zone of runway 15.
 - 3) 3 x 50' antennas are located approximately 128°/632' from the threshold of runway 33. Recommend fly runway heading or right turnout for runway 15 departures.
 - 4) The dirt/gravel strip depicted on diagram should not be used; surface is uneven and not suitable for landing aircraft.
 - 5) The surface surrounding the STOL/steel decking is dirt/gravel with some small shrubs and trees. Recommend all aircraft remain on the steel decking surface; aircraft taxiing off the decking may encounter drop-offs and uneven ground.
- f. Coordinates, elevations, and MAGVAR derived from PLGR GPS (PSN-11), margin of error +/-40'.
- g. Numerous digital photographs are on file with CJSOAC/STGFWD contact Operations at DSN 318-471-2910 or SIPRNET: cjsoc.stg.fwdops@auab.aorcentaf.af.smil.mil

11. PHOTO IMAGERY AVAILABLE

YES



NO

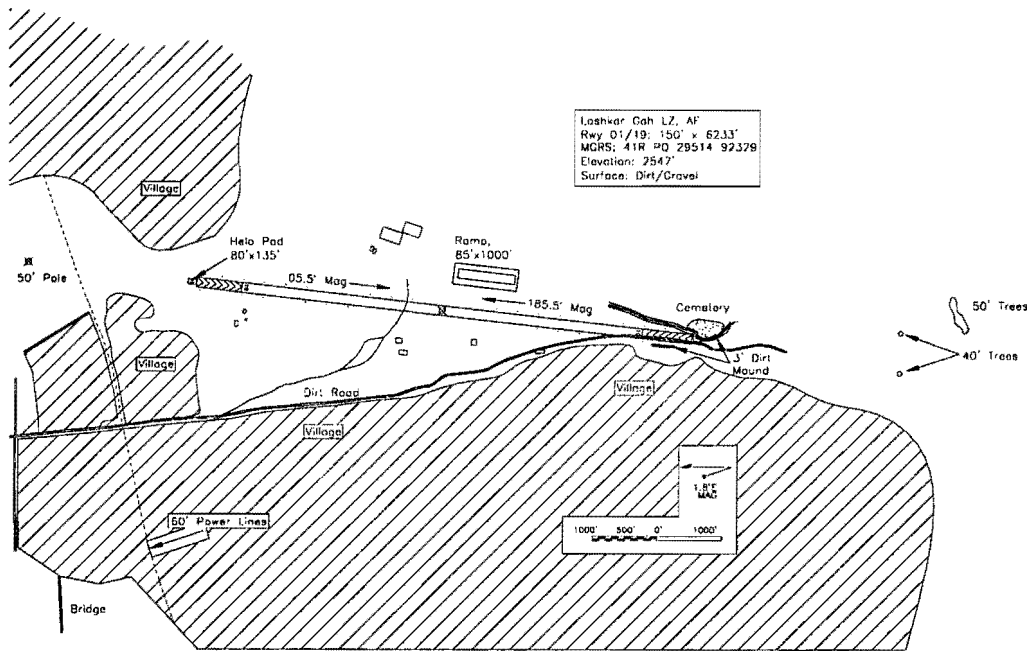


LANDING ZONE SURVEY	1A. LZ NAME Lashkar Ghar LZ	1B. ZAR INDEX NO.	2A. COUNTRY Afghanistan	2B. STATE
	3. MAP SERIES/SHEET NUMBER/EDITION/DATE OF MAP U611/1880/2-DMA/1986			
4. SURVEY APPROVAL/DISAPPROVAL DATA				
4A. DATE SURVEYED 20040112	TYPED NAME AND GRADE OF SURVEYOR Klercker Billy D. SSgt.		PHONE NUMBER (DSN) 424-1601	UNIT 21 STS, Pope AFB, NC
4B. DATE REVIEWED	TYPED NAME AND GRADE OF REVIEWER		PHONE NUMBER (DSN)	SIGNATURE
	UNIT AND LOCATION			
4C. DATE	TYPED NAME AND GRADE OF APPROVING AUTHORITY		PHONE NUMBER (DSN)	SIGNATURE
APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/>	UNIT AND LOCATION			
5. COORDINATING ACTIVITIES				
LZ CONTROLLING AGENCY OR UNIT CJTF-180 (Afghanistan) DSN 318-231-4116			PHONE NUMBER (DSN)	
RANGE CONTROL N/A			PHONE NUMBER (DSN)	
6. LZ DIMENSIONS (FEET)				
LENGTH 6233'	WIDTH 150'	APPROACH END OVERRUN LENGTH 760'		DEPARTURE END OVERRUN LENGTH 700'
LEFT CLEAR ZONE 35'	LEFT SHOULDER 10'	RIGHT CLEAR ZONE 35'		RIGHT SHOULDER 10'
7. LZ AXIS DATA				
A. MAGNETIC 005.5°	B. GRID (UTM) 006.6°	C. TRUE 7.3°	D. SOURCE/DATE OF VARIATION DATA 200401	
8. GROUND POINT ELEVATION FOR RUNWAY	A. APPROACH END 2547'	B. DEPARTURE END 2546'	C. HIGHEST 2547'	
9. LZ COORDINATES				
A. SPHEROID/DATUM WGS 84	B. GPS DERIVED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	C. GRID ZONE 41R	D. EASTING 6	E. NORTHING 34
F. LZ CENTER-POINT	MGRS COORDINATES PQ 29514 92329	WGS84 LATITUDE (D-M.MM) N 31° 33.522'	WGS84 LONGITUDE (D-M.MM) E 064° 21.877'	
G. APPROACH END	MGRS COORDINATES PQ 29404 91386	WGS84 LATITUDE (D-M.MM) N 31° 33.012'	WGS84 LONGITUDE (D-M.MM) E 064° 21.800'	
H. DEPARTURE END	MGRS COORDINATES PQ 29623 93273	WGS84 LATITUDE (D-M.MM) N 31° 34.032'	WGS84 LONGITUDE (D-M.MM) E 064° 21.953'	
10. LZ SURFACE DATA				
A. SURFACE Dirt/Gravel	B. SOIL STRENGTH PROFILE CBR, Surface:15CBR, 6":15 CBR, 12":15 CBR, 18":15 CBR (Method used ACP and drill)			
11. LZ LONGITUDINAL PROFILE				
A. GLIDE SLOPE RATIO RWY 01 35:1/ RWY 19 35:1		B. LONGITUDINAL RUNWAY GRADIENT +.01%		
12. TRANSVERSE SECTION GRADIENTS				
A. LEFT TRANSITION AREA See remarks	B. LEFT GRADED AREA See remarks	C. LEFT SHOULDER See remarks	D. LEFT HALF RUNWAY See remarks	
E. RIGHT TRANSITION AREA See remarks	F. RIGHT GRADED AREA See remarks	G. RIGHT SHOULDER See remarks	H. RIGHT HALF RUNWAY See remarks	
I. PENETRATIONS None				

LZ NAME

Lashkar Ghar LZ

13. LZ DIAGRAM



14. REMARKS

1. The surface of the LZ is dirt with gravel.
2. Obstructions/ Hazards to aircraft at the time of the survey include:
 - a) 1' deep x 1' wide drainage runs the length of the East side of the RWY.
 - b) Both RWY thresholds displaced to ensure 35:1 glide slope ratio.
3. Recommend RWY 01 arrival/ RWY 19 departure to avoid over flying the town of Lashkar Ghar.
4. Time constraints did not allow for the collection of transverse grade data. Though the RWY/ shoulders/ Graded areas/ and transition areas appeared to be well within regulation.
5. Parking ramp East side of RWY was not accessible at time of survey.
6. Coordinates, elevation, and MAGVAR derived from GPS (PSN-11), margin for error +/- 40 ft.
7. All coordinate conversions from MGRS to LAT/LONG done with the GEO TRANS computer program.
8. User accepts responsibility for injury/ damage to personnel, property, and equipment.
9. Numerous digital photographs are on file with CJSOAC/STGFWD, contact Operations at DSN 318-471-2910 or SIPRNET: cjsaac.stg.fwdops@auab.aorcentaf.af.smil.mil

15. PHOTOGRAPHY AVAILABLE



YES



NO

LOW LEVEL ROUTES



NONE AVAILABLE



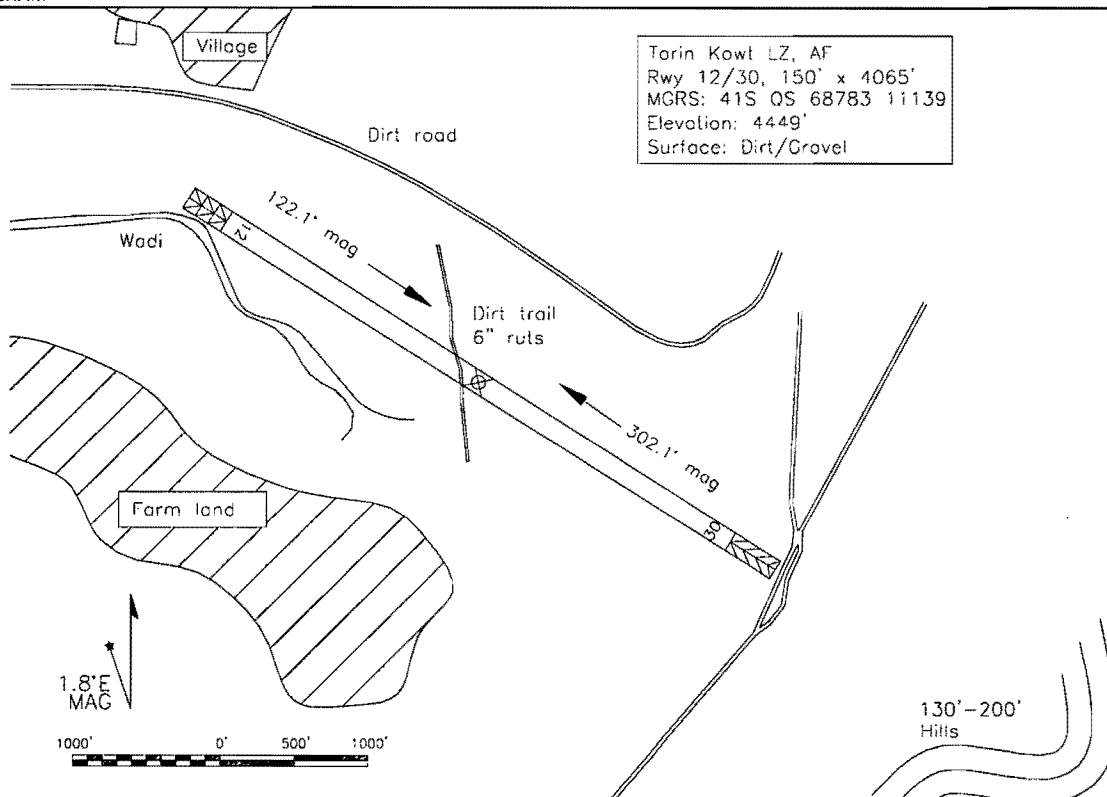
ROUTE NAME/DESIGNATOR

LANDING ZONE SURVEY	1A. LZ NAME Tarin Kowt LZ	1B. ZAR INDEX NO.	2A. COUNTRY Afghanistan	2B. STATE Oruzgan Province
	3. MAP SERIES/SHEET NUMBER/EDITION/DATE OF MAP U611/2182/3rd Edition/1 Jan 1969/1:100K			
4. SURVEY APPROVAL/DISAPPROVAL DATA				
4A. DATE SURVEYED 20040114	TYPED NAME AND GRADE OF SURVEYOR Garrett Dawson, 1Lt		PHONE NUMBER (DSN) 424-1601	UNIT 21 STS, Pope AFB, NC
4B. DATE REVIEWED	TYPED NAME AND GRADE OF REVIEWER		PHONE NUMBER (DSN)	SIGNATURE
	UNIT AND LOCATION			
4C. DATE	TYPED NAME AND GRADE OF APPROVING AUTHORITY		PHONE NUMBER (DSN)	SIGNATURE
APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/>	UNIT AND LOCATION			
5. COORDINATING ACTIVITIES				
LZ CONTROLLING AGENCY OR UNIT CJTF-180 (Afghanistan) DSN 318-231-4116			PHONE NUMBER (DSN)	
RANGE CONTROL N/A			PHONE NUMBER (DSN)	
6. LZ DIMENSIONS (FEET)				
LENGTH 4065'	WIDTH 150'	APPROACH END OVERRUN LENGTH 300'		DEPARTURE END OVERRUN LENGTH 300'
LEFT CLEAR ZONE 35'	LEFT SHOULDER 10'	RIGHT CLEAR ZONE 35'		RIGHT SHOULDER 10'
7. LZ AXIS DATA				
A. MAGNETIC 122.1°	B. GRID (UTM) 122.6°	C. TRUE 124.1°	D. SOURCE/DATE OF VARIATION DATA 200401	
8. GROUND POINT ELEVATION FOR RUNWAY	A. APPROACH END 4384'	B. DEPARTURE END 4449'	C. HIGHEST 4449'	
9. LZ COORDINATES				
A. SPHEROID/DATUM WGS-84	B. GPS DERIVED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	C. GRID ZONE 41S	D. EASTING 07	E. NORTHING 36
F. LZ CENTER-POINT	MGRS COORDINATES QS 68783 11139	WGS84 LATITUDE (D-M.MM) N 32° 36.310'	WGS84 LONGITUDE (D-M.MM) E 065° 51.845'	
G. APPROACH END	MGRS COORDINATES QS 68260 11470	WGS84 LATITUDE (D-M.MM) N 32° 36.497'	WGS84 LONGITUDE (D-M.MM) E 065° 51.517'	
H. DEPARTURE END	MGRS COORDINATES QS 69306 10806	WGS84 LATITUDE (D-M.MM) N 32° 36.123'	WGS84 LONGITUDE (D-M.MM) E 065° 52.173'	
10. LZ SURFACE DATA				
A. SURFACE Dirt/Gravel	B. SOIL STRENGTH PROFILE 4" Surface:18 CBR, 7" Base:47 CBR, Sub-base:100 CBR. (Controlling CBR; 18)			
11. LZ LONGITUDINAL PROFILE				
A. GLIDE SLOPE RATIO Rwy 12 50 :1 / Rwy 30 22:1		B. LONGITUDINAL RUNWAY GRADIENT Rwy 12 / 1.6%		
12. TRANSVERSE SECTION GRADIENTS				
A. LEFT TRANSITION AREA .1346%	B. LEFT GRADED AREA -.3743%	C. LEFT SHOULDER .4184%	D. LEFT HALF RUNWAY -1.5919%	
E. RIGHT TRANSITION AREA -.2080%	F. RIGHT GRADED AREA .1186%	G. RIGHT SHOULDER .1234%	H. RIGHT HALF RUNWAY -2.0798%	
I. PENETRATIONS Rwy 30 Penetrations: a. 151' Hilltop located 100°/ 5300' from departure threshold				

LZ NAME

Tarin Kowt LZ

13. LZ DIAGRAM



14. REMARKS

1. Coordinates, elevations, and MAGVAR derived from Garmin Etrex (GPS), margin of error +/-20', and Viper LASER Range Finder.
2. LZ located 840' south of Tarin Kowt.
3. Hazards to flight/aircraft in and around the LZ at the time of survey include:
 - a. Highest obstacle for approaches to RWY 12 is an 8500' mountain range NNW 4 miles..
 - b. 151' Hilltop located 100°/ 5300' from departure end threshold.
 - c. 6" - 8" vehicle ruts run north/south across the LZ approximately 1900' from Rwy 12 approach end threshold.
 - d. At the time of survey, a frequently traveled dirt road is located at the end of the useable surface of Rwy 12.
4. 5' - 15' deep wadi runs east to west on right side of Rwy 12.
5. User accepts responsibility for injury/damage to personnel, property, and equipment.
6. Numerous digital photographs are on file with CJSOAC/STGFWD, contact Operations at DSN 318-471-2910 or SIPRNET: cjsaac.stg.fwdops@auab.aorcentaf.af.smil.mil

15. PHOTOGRAPHY AVAILABLE



YES



NO

LOW LEVEL ROUTES



NONE AVAILABLE



ROUTE NAME/DESIGNATOR

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 3 PAGES	
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE 27/Aug/2004		4. REQUISITION/PURCHASE REQ. NO. See Schedule		5. PROJECT NO. (If applicable)	
ISSUED BY HQ AMC/A34YAC 402 Scott Drive, Unit 3A1 Scott AFB, IL 622255302		CODE FA4428		7. ADMINISTERED BY (If other than Item 6) HQ AMC/A34YMB 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302		CODE FA4428	
Greg V. Hunt		(618) 229-2507					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X) 9A. AMENDMENT OF SOLICITATION NO. FA4428-04-R-0007			
				X 9B. DATED (SEE ITEM 11) 15/Jul/2004			
				10A. MODIFICATION OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (If required) See Schedule							CODE
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc). SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See continuation on pages 2 and 3.							

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF SIGNER (Type or print)	
CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	

NSN 7540-01-152-9070

PREVIOUS EDITION UNUSABLE

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STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

- a. The purpose of this amendment is to incorporate changes to the aircraft requirements and subject solicitation.
- b. Based on this amendment, offerors are hereby requested to submit revised Technical and Pricing proposals no later than **31 Aug 04 at 1400 Central Standard Time (CST)**.
 - (1). Offerors may submit electronic proposal revisions in MS Office format to greg.hunt@scott.af.mil and mary.wright@scott.af.mil. Offerors are instructed to forward one original hardcopy of their proposal revision no later than 03 Sep 04.
 - (2). Offerors shall complete and return one signed copy of the Standard Form (SF) 30.
- c. Reference SF 1449, page 2: Remove and replace with attached revised page 2. This page has been revised to include the Wide Area Work Flow – Receipt and Acceptance (WAWF – RA) language, clarify the ordering and scheduling process, and revise the accounting and appropriation fund citation.
- d. Reference pages 3 through 6: These pages have been revised to incorporate pricing SLINS for pressurized and unpressurized aircraft and revise CLIN 0001 to include mobilization and demobilization costs.
- e. Reference Contract Clauses, pages 7 through 19: Remove and replace the Contract Clauses section with revised pages 7 through 18 to incorporate the following changes:
 - (1). Page 7, paragraph 1b has been added due to implementation of WAWF - RA.
 - (2). Page 8, paragraph 16 has been “X’d.”
 - (3). Page 9, paragraph 32 does not apply and the “X” has been deleted.
 - (4). Page 11, paragraph 2, FAR 52.202-1. Definitions, has been deleted. This clause is incorporated by reference in FAR 52.212-4.
 - (5). Page 12, the following paragraphs have been deleted: FAR 52.232-17, Interest; FAR 52.232-37, Multiple Payment Arrangements; DFARS 252.201-7000, Contracting Officer’s Representative.
- f. Reference page 15, paragraph 30, DFARS 252.232-7003, Electronic Submission of Payment Requests. This clause has been deleted as it is already included on page 14.
- g. Reference page 15, paragraph 28, AMCFARS 5352.247-1001, Requirement for Authorization to Engage in air Transportation is revised to include Alternate I which applies to FAR 135 operations.
- h. Reference page 19: This page is revised to correct the number of pages in the Statement of Work to read 11 in lieu of 9, to include the cover page and Table of Contents and to include Attachment 2, WAWF-RA Routing Sheet.

i. Reference Statement of Work (SOW). This amendment incorporates the revised SOW dated 24 Aug 04 and incorporates the following changes:

(1). Reference paragraph 1.1.3: This paragraph is revised to include the language for aircraft routing and altitudes IAW Republic of Afghanistan Aeronautical Information Publication (AIP) and the website to locate this publication.

(2). Reference Aircraft Requirements paragraphs 1.2 through 1.2.7: This section incorporates revised aircraft requirements for pressurized and unpressurized aircraft. Note: paragraph 1.2.3 is not a typo because the pressurized aircraft requirement does require a longer stage length.

(3). Reference Cargo Service, paragraph 1.6.1: This paragraph is revised to include the reference back to paragraphs 1.2.2 or 1.2.3.

(4). Reference Passenger and Cargo Combination Service, paragraph 1.8.1: This paragraph is revised to include the reference back to paragraphs 1.2.2 or 1.2.3.

(5). Reference paragraph 3.2.9: This paragraph is added to include the language that the Government will provide weather briefings prior to mission starts.

(6). Reference paragraph 3.2.10: This paragraph is added to include the language that the Government will provide (2) Satellite Cellular Phones with Secure Sleeves. Note: The contractor will be responsible to reimburse the Government for all airtime usage charges for the assigned phones.

(7). Reference paragraph 4.12. This paragraph is revised to incorporate the Government's revised workload estimates.

(8). Reference Appendix 1, Spotlight and Hostile Event Reports, page 2, paragraph 8.0: Insert revised page 2 to incorporate the revised paragraph 8.0, Spotlight and Hostile Event Report requirements.

(9). Reference Appendix 2, Department of Defense Contract Security Classification Specification: Insert revised Appendix 2 to change Block 11, paragraph (k) to read "No" and to include the required signatures in Blocks 16 and 17.

j. Reference Solicitation Provisions, pages 20 through 33. Insert revised pages 20 through 33 to incorporate the following changes:

(1). Delete paragraph 1(a) referencing the North American Industrial Classification System (NAICS) 481211. This code is already included on the SF 1449, Block 10.

(2). Paragraph 1.C.1.(b). This paragraph is revised to correct terminology and page numbers.

(3). Paragraph 1.C.1.(c) is revised for clarity.

(4). Paragraph 1.C.2.(a) is revised for clarity.

(5). Previous page 31, paragraphs 5 and 6 are hereby deleted and the remaining paragraphs renumbered.

<p style="text-align: center;">CONTINUATION OF THE SF 1449 (BLOCKS 18, 20, AND 25)</p>
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1. BLOCK 18b—ADDRESS TO SUBMIT INVOICES

All invoices will be submitted using Wide Area Work Flow – Receipt and Acceptance (WAWF-RA) in accordance with DFARS 252.232-7003 Electronic Submission of Payment Requests (page 14) and Routing Sheet, Attachment 2. When invoicing the Reimbursable CLINS, round the amounts to the nearest whole dollar.

2. BLOCK 20—SCHEDULE OF SERVICES

(a). The period of performance shall begin 01 Sep 04 and proceed through 31 Aug 05 unless otherwise specified. All flights in progress at midnight on the last day of the contract shall not be affected by the expiration of this contract.

(b). Ordering: All services furnished under this contract shall be ordered through the issuance of a written task order for the estimated flying hours. The Contracting Officer is the only one authorized to issue task orders against this contract. The Air Mobility Division (AMD), Al-Udeid, Qatar will designate Quality Assurance Personnel at Bagram that shall be responsible for scheduling daily missions with the contractor and providing documentation to validate contractor services.

3. BLOCK 25—ACCOUNTING AND APPROPRIATION DATA

(a). The fund citation for this contract is as follows:

AA 2142020 0000 76-2084 P135197.00 2540 8334PT MIPR4F25400086 34PT83 S09076

(b). MIPR4F25400086

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Contract Base Year Performance Period (01 Sep 04 - 31 Aug 05)				
0001	Mobilization and Demobilization Costs. The contractor shall specify their costs to mobilize and demobilize all aircraft, personnel, equipment, and spares into Bagram Air Base (AB), Afghanistan.	1	LS	\$	\$
0002	Monthly Service. The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
0002AA	Monthly Service FY04 Funds (1 Sep 04-31 Oct 04)	2	Mo	\$	\$
0002AB	Monthly Service FY05 Funds (1 Nov 04-31 Aug 05)	10	Mo	\$	\$
0003	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 0004AA and SLIN 0005AA below. Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.				
0003AA	Pressurized Aircraft Flying Hours FY04 Funds (1 Sep 04-31 Oct 04)	Est. 732	Hours	\$	\$
0003AB	Unpressurized Aircraft Flying Hours FY04 Funds (1 Sep 04-31 Oct 04)	Est. 732	Hours	\$	\$
0003AC	Pressurized Aircraft Flying Hours FY05 Funds(1 Nov 04-31 Aug 05)	Est 3648	Hours	\$	\$
0003AD	Unpressurized Aircraft Flying Hours FY05 Funds(1 Nov 04-31 Aug 05)	Est 3648	Hours	\$	\$
0004	Reimbursable Expenses (Estimated) FY04 Funds 1 Sep 04-31 Oct 04	250,000	\$	\$1.00	\$250,000.00
0004AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
0004AB	Food And Lodging For Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205.46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				
0005	Reimbursable Expenses FY05 Funds (Estimated) 1 Nov 04-31Aug 05	1,250,000	\$	\$1.00	\$1,250,000.00
0005AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
0005AB	Food And Lodging For Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205.46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
0005AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				

The contractor shall complete the following technical information as part of their proposal:

Type of Aircraft _____	Aircraft Block Speed/Hour _____
Fuel Burn Rate/Hour _____	Aircraft Available Seats _____
Aircraft Range _____	Aircraft Total Payload _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Contract Option Year One Performance Period (01 Sep 05 - 31 Aug 06)					
1001	Monthly Service. The contractor shall provide sufficient aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if contractor agrees).				
1001AA	Monthly Service FY05 Funds (1 Sep 05-31 Oct 05)	2	Mo	\$	\$
1001AB	Monthly Service FY06 Funds (1 Nov 05-31 Aug 06)	10	Mo	\$	\$
1002	Flying Hours. Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block-out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in SLIN 1003AA and SLIN 1004AA below.				
Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, and Pakistan.					
1002AA	Pressurized Aircraft Flying Hours FY05 Funds (1 Sep 05-31 Oct 05)	Est. 732	Hours	\$	\$
1002AB	Unpressurized Aircraft Flying Hours FY05 Funds (1 Sep 05-31 Oct 05)	Est. 732	Hours	\$	\$
1002AC	Pressurized Aircraft Flying Hours FY06 Funds (1 Nov 05-31 Aug 06)	Est 3648	Hours	\$	\$
1002AD	Unpressurized Aircraft Flying Hours FY06 Funds (1 Nov 05-31 Aug 06)	Est 3648	Hours	\$	\$
1003	Reimbursable Expenses (Estimated) FY05 Funds 1 Sep 05- 31 Oct 05	250,000	\$	\$1.00	\$250,000.00
1003AA	Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
1003AB	Food And Lodging For Contractor Personnel In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205.46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.				
1003AC	Airport Fees In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed.Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.				

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	Reimbursable Expenses FY06 Funds (Estimated) 1 Nov 05-31Aug 06	1,250,000	\$	\$1.00	\$1,250,000.00

1004AA Fuel

The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts.

1004AB Food And Lodging For Contractor Personnel

In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205.46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.

1004AC Airport Fees

In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts.

The contractor shall complete the following technical information as part of their proposal:

Type of Aircraft_____	Aircraft Block Speed/Hour_____
Fuel Burn Rate/Hour_____	Aircraft Available Seats_____
Aircraft Range_____	Aircraft Total Payload_____

CONTRACT CLAUSES

**1. FAR 52.212-4
(ADDENDUM)****CONTRACT TERMS AND CONDITIONS -
COMMERCIAL ITEMS (IAW FAR 12.301(b)(3))****OCT 2003**

(a). Paragraph (f) entitled "Excusable Delays" is tailored to include the following: "Should an excusable delay cause the contractor to be unable to perform in accordance with the contract; the government reserves the right to obtain service for the affected CLIN from another source. This right is in effect until the contractor provides written notice of the cessation of the occurrence or the government's obligation to use the other source has expired, whichever is later."

(b) Paragraph (g) entitled "Invoice," subparagraph (1)(iv) entitled "Description" is tailored to read: (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered; (Note: For certain CLINS, as specified, in the contract, the contractor shall round invoiced amounts to the nearest whole dollar amount.).

2. FAR 52.212-5**CONTRACT TERMS AND CONDITIONS REQUIRED
TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -
COMMERCIAL ITEMS (IAW FAR 12.301(b)(4))****JUN 2004**

(a). The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (Aug 1996)(31 U.S.C 3553).

(b). The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate 1 (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C.657a).

☐ (4) (i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I (Mar 1999) of 52.219-5.

☐ (iii) Alternate II (June 2003) of 52.219-5.

☐ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003)(15 U.S.C.644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644)

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☐ (7) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637 (d)(2) and (3)).

☐ (8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002)(15 U.S.C. 637 (d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
- ☐ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (13) 52.219-27 Notice of Total Service-Disabled Veteran Owned-Small Business Set-Aside (May 2004)
- ☐ (14) 52.222-3, Convict Labor (June 2003)(E.O.11755)
- ☐ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jun 2004)(E.O. 13126).
- ☒ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
- ☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- ☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- ☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- ☐ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
☐ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (22) 52.225-1, Buy American Act—Supplies (June 2003)(41 U.S.C. 10a-10d).
- ☐ (23)(i) 52.225-3, Buy American Act -Free Trade Agreement - Israeli Trade Act - (Jan 2004)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub.L 108-77, 108-78).
☐ (ii) Alternate I (Jan 2004) of 52.225-3.
☐ (iii) Alternate II (Jan 2004) of 52.225-3.
- ☐ (24) 52.225-5, Trade Agreements (Jun 2004)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☐ (25) 52.225-13, Restriction on Certain Foreign Purchases (Dec 2003)(E.o.s. proclamation, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (26) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).
- ☐ (27) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).
- ☐ (28) 52.232-29, Term for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (29) 52.232-30, Installation Payments for Commercial Items (Oct 1995)(41 U.S.C. 2307(f), 10 U.S.C. 2307(f)).

X (30) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003)(31 U.S.C. 3332).

___ (31) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (32) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

___ (33) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

___ (34) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, As Amended (May 1989)(41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or

maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraph (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

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

CONTRACT CLAUSES
ADDENDUM - OTHER APPLICABLE CLAUSES INCORPORATED
BY REFERENCE OR FULL TEXT

1. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB 1998

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

2. FAR 52.204-2 SECURITY REQUIREMENTS AUG 1996

3. FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON AUG 2000
ON RECYCLED PAPER (IAW FAR 4.303)

4. FAR 52.216-18 ORDERING OCT 1995
(IAW FAR 16.506(a))

For the purposes of this contract, all services furnished under this contract shall be ordered through the issuance of a written task order. For the purposes of this clause, blank (a) is completed as follows:

- (a). Such orders may be issued from 01 Sep 04 through 31 Aug 05 for the base year and 01 Sep 05 through 31 Aug 06 for the option year.

5. FAR 52.216-19 ORDER LIMITATIONS OCT 1995
(IAW FAR 16.506(b))

For the purposes of this clause the blanks are completed as follows:

- (a). less than 1 Flying Hour
 (b)(1). in excess of 8 Flying Hours Per Day Per Aircraft
 (b)(2). in excess of 9000 Flying Hours Per Year
 (b)(3). within 30 days
 (d). within 1 day

6. FAR 52.216-21 REQUIREMENTS OCT 1995
(IAW FAR 16.506(d))

For the purposes of this clause, blank (f) is completed as follows:

- (f). Contractor shall not be required to make any deliveries under this contract after seven days after the expiration of the contract.

7. FAR 52.217-8 OPTION TO EXTEND SERVICES NOV 1999
(IAW FAR 17.208(f))

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days prior to the expiration of the contract.

8. FAR 52.217-9 OPTION TO EXTEND THE TERM OF CONTRACT MAR 2000
(IAW FAR 17.208(g))

For the purposes of this clause, the blanks are completed as follows:

- (a). within 30 days, 60 days
(c). shall not exceed 30 months

9. FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND JAN 1997
MATERIAL SAFETY DATA
(IAW FAR 23.303)

10. FAR 52.228-3 WORKERS' COMPENSATION INSURANCE APR 1984
(DEFENSE BASE ACT)
(IAW FAR 28.309(a))

11. FAR 52.232-18 AVAILABILITY OF FUNDS APR 1984
(IAW FAR 32.705-1(a))

12. FAR 52.232-19 AVAILABILITY OF FUNDS FOR APR 1984
THE NEXT FISCAL YEAR
(IAW FAR 32.705-1(b))

Funds are not presently available for performance under this contract beyond **31 Oct 04**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **31 Oct 04** until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

13. FAR 52.233-3 PROTEST AFTER AWARD AUG 1996
(IAW FAR 22.106(b))

14. FAR 52.242-15 STOP-WORK ORDER AUG 1989
(IAW FAR 42.1305(b))

15. DFARS 252.209-7004 SUBCONTRACTING WITH FIRMS THAT MAR 1998
ARE OWNED OR CONTROLLED BY THE
GOVERNMENT OF A TERRORIST COUNTRY
(IAW DFARS 209.409)

16. DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS JUN 2004
REQUIRED TO IMPLEMENT STATUTES OR
EXECUTIVE ORDERS APPLICABLE TO
DEFENSE ACQUISITIONS OF COMMERCIAL
ITEMS.
(IAW DFARS 212.301(f)(iii))

(a). The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

 X 52.203-3 Gratuities (Apr 1984) (10 U.S.C. 2207)

(b). The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

<input checked="" type="checkbox"/>	252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
<input type="checkbox"/>	252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
<input type="checkbox"/>	252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
<input type="checkbox"/>	252.225-7001	Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).
<input type="checkbox"/>	252.225-7012	Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7014	Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (___ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
<input type="checkbox"/>	252.225-7021	Trade Agreements (JAN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
<input type="checkbox"/>	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
<input type="checkbox"/>	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
<input type="checkbox"/>	252.225-7036	Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2004) (___ Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
<input type="checkbox"/>	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
<input type="checkbox"/>	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).
<input type="checkbox"/>	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
<input type="checkbox"/>	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

<input checked="" type="checkbox"/>	252.232-7003	Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
<input checked="" type="checkbox"/>	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
<input type="checkbox"/>	252.247-7023	Transportation of Supplies by Sea (MAY 2002) (<input type="checkbox"/> Alternate I) (MAR 2000) (<input type="checkbox"/> Alternate II) (MAR 2000) (<input type="checkbox"/> Alternate III) (MAY 2002) (10 U.S.C. 2631).
<input type="checkbox"/>	252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c). In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

17. DFARS 252.225.7043 ANTITERRORISM/FORCE PROTECTION POLICY JUN 1998
FOR DEFENSE CONTRACTORS OUTSIDE THE
UNITED STATES (IAW DFARS 225.7402)

For the purposes of this clause, the blank(s) are completed as follows:

(c). HQ AFSFC/SFPA; telephone, DSN 945-7035/36 or commercial (210) 925-7035/36.

18. DFARS 252.233-7001 CHOICE OF LAW (OVERSEAS) JUN 1997
(IAW DFARS 233.215-70)

19. DFARS 252.243-7001 PRICING OF CONTRACTOR MODIFICATIONS DEC 1991
(IAW DFARS 243.205-70)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR Part 31 and DFARS Part 231, if effect on the date of this contract, apply.

20. AFFARS 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE APR 2003
DEPLETING SUBSTANCES
(IAW AFFARS 5323.804)

(c). The requiring activity has obtained Senior Acquisition Official (SAO) approval to permit the contractor to use the following Class I ODS(s): None

21. AFFARS 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT JUN 1997
INSTALLATIONS
(IAW AFFARS 5323.9001)

22. AFFARS 5352.223-9002 REQUIREMENTS AFFECTING APR 2003
CONTRACTOR PERSONNEL PERFORMING
MISSION ESSENTIAL SERVICES
(IAW AFFARS 5323.9201)

(b). Within 30 calendar days after contract award or incorporation of this clause into a contract by modification, the Contractor shall provide a written list of all "Mission Essential Contractor Personnel" to the Contracting Officer or designee. The list shall identify names and country(ies) where each employee will perform work under this contract.

23. AMCFARS 5352.247-1000 (AMC) AIR SAFETY DEC 2002
(IAW AMCFARS 5347.4-100(a))

24. AMCFARS 5352.247-1001 (AMC) REQUIREMENT FOR AUTHORIZATION DEC 2002
TO ENGAGE IN AIR TRANSPORTATION -
ALTERNATE I (DEC 2002)
ALTERNATE II (AUG 1999)
(IAW AMCFARS 5347.4-100(d))

25. AMCFARS 5352.247-1002 (AMC) CONTRACTOR'S FAILURE OCT 1994
TO PROVIDE SERVICE -
ALTERNATE II (AUG 1999)
(IAW AMCFARS 5347.4-100(g))

26. AFFARS 5352.204-9000 NOTIFICATION OF GOVERNMENT APR 2003
SECURITY ACTIVITY AND VISITOR
GROUP SECURITY AGREEMENTS

This contract contains a DD Form 254, DOD Contract Security Classification Specification, and requires performance at a government location in the U.S. or overseas. Prior to beginning operations involving classified information on an installation identified on the DD Form 254, the contractor shall take the following actions:

(a) At least thirty days prior to beginning operations, notify the security police activity shown in the distribution block of the DD Form 254 as to:

- (1) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;
- (2) The contract number and military contracting command;
- (3) The highest classification category of defense information to which contractor employees will have access;
- (4) The Air Force installations in the U.S. (in overseas areas, identify only the APO number(s)) where the contract work will be performed;
- (5) The date contractor operations will begin on base in the U.S. or in the overseas area;
- (6) The estimated completion date of operations on base in the U.S. or in the overseas area; and
- (7) Any changes to information previously provided under this clause.

This requirement is in addition to visit request procedures contained in DOD 5220.22-M, National Industrial Security Program Operating Manual.

(b) Prior to beginning operations involving classified information on an installation identified on the DD Form 254 where the contractor is not required to have a facility security clearance, the contractor shall enter into a Visitor Group Security Agreement (or understanding) with the installation commander to ensure that the contractor's security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions that will be performed:

(1) By the installation for the contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections under DOD 5220.22-M, classified mail services, security badges, visitor control, and investigating security incidents; and

(2) Jointly by the contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

27. AFFARS 5352.242.9000

CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS

JUN 2002

(a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and any additional requirements to comply with local security procedures to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Volume 1, The Air Force Installation Security Program, and AFI 31-501, Personnel Security Program Management, as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

28. PASSENGER AND PUBLIC LIABILITY INSURANCE

(a). General. Prior to performance of any services hereunder, the contractor shall, at its own expense, procure and maintain during the entire performance period of this contract, with financially and legally responsible insurance company or companies, passenger and public liability insurance. The contractor shall furnish to the Contracting Officer Evidence of Insurance duly executed by the Insurer, of the insurance required by this contract.

(b). Liability insurance purchased pursuant to the requirements of this paragraph shall cover payment to the Government, pursuant to the subrogation provision of the Medical Care Recovery Act (42 USC 2651-3) and within the liability limitations of this contract, of the cost of Government provided medical care to the extent that said insurance would cover payment to injured individuals of the cost of medical care in the absence of any Government obligation to provide medical care. If a court of competent jurisdiction determines that any transportation furnished

pursuant to this contract is subject to the Warsaw Convention, 49 Stat. 30000, and the contractor is entitled to limit its liability under that Convention, then the minimum limit of insurance required by this clause shall be considered to be a "higher limit of liability agreed to by special contract" as contemplated by the last sentence of Article 22(1) of that Convention, and the Contractor agrees that it shall not with respect to any claim arising out of the death, wounding, or other bodily injury of a passenger, avail itself of any defense under Article 20(1) of the Convention. Nothing herein shall be deemed to affect the rights and liabilities of the contractor with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or bodily injury of a passenger.

(c). Split Limits Liability. The minimum limits of liability insurance coverage maintained by the contractor shall be as follows:

(d). Liability for bodily injury to or death of aircraft passengers: A limit for any one passenger of at least three hundred thousand dollars (\$300,000.00), and a limit for each occurrence in any one aircraft of at least an amount equal to the sum produced by multiplying three hundred thousand dollars (\$300,000.00) by the next highest whole number resulting from taking 75 percent of the total number of passenger seats installed in the aircraft.

(e). Liability for bodily injury to or death of persons (excluding passengers): A limit of at least three hundred thousand dollars (\$300,000.00) for any one person in any one occurrence, and a limit of at least twenty million dollars (\$20,000,000.00) for each occurrence.

(f). Liability for loss of or damage to property: A limit of at least twenty million dollars (\$20,000,000.00) for each occurrence.

(g). Combined Single Limit Liability.

(h). Notwithstanding the provisions of paragraph b above the contractor may be insured for a single limit of liability for each occurrence. In that event, coverage shall be equal to or greater than the combined required minimums set forth in paragraph b, above, for bodily injury, property damage, and/or passenger liability for the type of use to which such aircraft is put, as the case may be.

(i). In the case of a single limit of liability, aircraft may be insured by a combination of primary and excess policies. Such policies shall have combined coverage equal to or greater than the required minimums set forth in paragraph b, above, for bodily injury to non-passengers, property damage, and/or passenger liability for the type of use to which the aircraft is put, as the case may be.

NOTE: In the event the proposed changes to the Warsaw Convention, known as the Montreal Protocol, are approved or ratified by the United States and become effective in the United States, the Montreal Protocol will take precedence to the extent it is inconsistent with the terms of the contract regarding insurance.

29. CONTRACTOR ACQUIRED INSURANCE

The contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance.

TYPE	AMOUNT
<u>Automobile</u>	
Bodily Injury Liability	\$200,000 per person
	\$500,000 per occurrence
Property Damage Liability	\$20,000 per occurrence
<u>Comprehensive General Liability</u>	
Bodily Injury Liability	\$500,000 per occurrence
<u>Workmen's Compensation and Employers Liability</u>	
Workman's Comp & Occupational Disease	Statutory
Employer's Liability	\$100,000

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

<i>TITLE</i>	<i>NUMBER OF PAGES</i>
Past Performance Questionnaire	3
Attachment 1. Statement of Work	11
<i>Statement of Work Appendices</i>	
Appendix 1 Required Reports	2
Appendix 2 DD Form 254	2
Appendix 3 Airfield Information	14
Appendix 4 CJTF-76 General Order Number 1	3
Attachment 2 Routing Sheet, WAWF-RA	1

SOLICITATION PROVISIONS

1. FAR 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS JAN 2004
(Addendum) (LAW FAR 12.301(b)(1))

Paragraph (b) "Submission of offers" is tailored to read:

PROPOSAL PREPARATION INSTRUCTIONS

A. To assure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. Proposals must be complete, self-sufficient, and respond directly to the requirements of this solicitation. The response shall consist of three (3) separate parts; Part I - Price Proposal, Part II - Technical Proposal, and Part III - Past Performance Information. *The Government does not desire and will not entertain multiple proposals or alternative proposals from an offeror.*

B. The contracting officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the contracting officer will review this determination and if, in the contracting officer's opinion, adequate price competition exists no additional cost information will be requested and certification under FAR 15.406-2 will not be required. However, if at any time during this competition the contracting officer determines that adequate price competition no longer exists offerors may be required to submit information to the extent necessary for the contracting officer to determine the reasonableness of the price.

C. Specific Instructions:

1. PART I - PRICE PROPOSAL - Submit original and one (1) copy

(a). Complete the SF Form 1449 blocks 12, 17a, and 30a, 30b, and 30c. In doing so, the offeror accedes to the contract terms and conditions as written in the Request for Proposal (RFP) with attachments. The RFP constitutes the model contract.

(b). Insert proposed unit and extended prices in the Schedule of Supplies/Services, pages 3 -6, for each Contract Line Item (CLIN), including all option periods.

(c). Complete the necessary fill-ins and certifications in the provisions. Return the completed provisions in 52.212-3 and DFARS 252.212-7000 with your proposal.

2. PART II - TECHNICAL PROPOSAL - Submit original and one (1) copy

(a). The offeror's technical proposal will be evaluated on a pass/fail basis to validate that the proposed combination of pressurized and unpressurized aircraft will meet the requirements as specified in the Statement of Work dated 24 Aug 04. The offeror's technical proposal shall also include completing the technical information blanks on the Schedule of Supplies/Services, pages 4 and 6.

3. PART III - PAST PERFORMANCE INFORMATION - Submit original and one (1) copy

(a). Quality and Satisfaction Rating for Contracts Completed in the Past Three Years: Provide information (letters, metrics, customer surveys, independent surveys, etc.) which demonstrates customer satisfaction with overall job performance and quality of completed service for a level of effort essentially the same as this magnitude of effort. In addition, explain corrective actions taken in the past, if any, for substandard performance and any current performance problems such as cost overruns, extended performance periods, numerous warranty calls, etc.

(b). Performance Surveys: The Government will evaluate the quality and extent of the offeror's experience deemed relevant to the requirements of this RFP. The Government will use information submitted by the offeror and other sources such as other Government offices and commercial sources, to assess experience. The evaluation of past performance will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the acquisition.

- (1). Provide a list of no more than five relevant contracts performed for federal or commercial customers within the last three years.
- (2). Relevant past performance is defined as federal or commercial Short Take-Off and Landing (STOL) services essentially the same as the magnitude of this required effort.
- (3). Recent past performance is defined as performance that has been accomplished during the past three years based on the RFP issuance date.
- (4). Furnish the following information for each contract referenced:
 - Company/Division Name
 - Service
 - Contracting Agency/Customer
 - Contract Number
 - Contract Dollar Value
 - Period of Performance
 - Verified Name, Address, Telephone & Fax Number of the Contracting Officer
 - Comments regarding compliance with the terms and conditions
 - Comments regarding any known performance deemed unacceptable

Note: If a teaming arrangement is contemplated, provide complete information as to the arrangements, including any relevant and recent past/present performance information on previous teaming arrangements with same partner. If this is a first time joint effort, each party to the arrangement must provide a list of past and present relevant contracts.

(c). Subcontractor Consent: Past performance information pertaining to a subcontractor cannot be disclosed to the prime offeror without the subcontractor's consent. Provide with the proposal a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime contractor.

D. Documents submitted in response to this RFP must be fully responsive to and consistent with the following:

- (1). Requirements of the RFP (CLINS) and Statement of Work (SOW), and government standards and regulations pertaining to the SOW.
- (2). Evaluation Factors for Award.
- (3). Past Performance Information is limited to 20 double-sided pages. Pages exceeding the page limitation will not be read or evaluated and will be removed from the proposal.
- (4). The format for Parts II and III shall be as follows:
 - (a). The proposals will be 8 1/2" x 11" paper except for fold-outs used for charts, tables, or diagrams, which may not exceed 11" x 17".
 - (b). Font shall be 12 pitch.

(c). Elaborate formats, bindings, or color presentations are not desired or required.

**2. FAR 52.212-2
(Addendum)**

**EVALUATION - COMMERCIAL ITEMS
(IAW FAR 12.301(c))**

JAN 1999

(a). **Basis of Award.** This is a competitive best-value source selection in which competing offerors' past performance history will be evaluated on a basis approximately equal to cost or price considerations. By submission of its offer in accordance with the instructions in this section, the offeror accedes to the terms of this solicitation and all such offers will be treated equally except for their prices and performance records. The evaluation process shall proceed as follows:

(1). Initially offers shall be ranked according to price including all option prices. An offeror's proposed prices will be determined by multiplying the quantities identified in the Schedule by the proposed unit price for each Contract Line Item Number (CLIN) or contract Subline Item Number (SLIN) to confirm the extended amount. The price evaluation will document the completeness and reasonableness of the proposed total evaluated price.

(2). Next, the Government technical evaluation team shall evaluate, on a pass/fail basis, the technical proposals submitted by the three lowest priced offerors against the following evaluation factor:

(A). Type of Aircraft. The offeror's technical proposal will be evaluated on a pass/fail basis to validate that the proposed combination of pressurized and unpressurized aircraft will meet the requirements as specified in the Statement of Work dated 24 Aug 04.

(3). Using questionnaires, the contracting officer shall seek performance information on the three lowest priced offerors based on (1) the completed surveys provided by the offeror's references and (2) data independently obtained from other Government and commercial sources. The Government reserves the right to seek information on higher priced offerors if none of the lower priced offerors receive an exceptional past performance risk rating. The purpose of the past performance evaluation is to allow the Government to assess the offeror's ability to perform the effort described in this RFP, based on the offeror's demonstrated past and present performance. The assessment will result in an overall risk rating of exceptional, very good, satisfactory, neutral, marginal, or unsatisfactory. Past performance regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement will be rated as highly as past performance for the principal offeror. Offerors with no relevant past or present past performance history shall receive the rating "neutral", meaning the rating is treated neither favorably nor unfavorably.

(c). In evaluating past performance, the Government reserves the right to give greater consideration to information on those contracts deemed most relevant to the effort described in this RFP.

(d). If the lowest priced evaluated technically acceptable offer is judged to have an exceptional past performance risk rating, that offer represents the best value for the Government and the evaluation process stops at this point. Award shall be made to that offeror without further consideration of any other offers.

(e). The Government reserves the right to award a contract to other than the lowest priced offeror if that offeror is judged to have a performance risk rating of "very good" or lower. In that event, the contracting officer shall make an integrated best-value award decision.

(f). Offerors are cautioned to submit sufficient information and in the format specified. Offeror's may be asked to clarify certain aspects of their proposal (for example, the relevance of past performance information) or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond. Communication conducted to resolve minor or clerical errors will not constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for proposal revision.

(1). Adverse Past Performance is defined as past performance information that supports a less than satisfactory rating on any evaluation aspect or any unfavorable comment received from sources without a formal rating.

(g). The Government intends to award a contract without discussions with respective offerors. The Government, however, reserves the right to conduct discussions if deemed in their best interest.

3. FAR 52.212-3

**OFFEROR REPRESENTATIONS
AND CERTIFICATIONS - COMMERCIAL ITEMS
ALTERNATE I APR 2002
(IAW FAR 12.301(b)(2))**

MAY 2004

(a) Definitions. As used in this provision:

“Emerging small business,” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

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

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

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

“Veteran-owned small business concern” means a small business concern—

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

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern –

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes,

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it ☐ is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million

101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

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

(ii) It [] is, [] not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in

the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [*The offeror shall check the category in which its ownership falls*]:

- ____ Black American.
- ____ Hispanic American.
- ____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ____ Individual/concern, other than one of the preceding

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

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

(ii) It [] has, [] has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f). Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act -- Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g).

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

FTA Country or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
 (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":
 Canadian End Products:
 Line Item No.:

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: ((g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

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

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

Alternate I (Apr 2002).

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)
 [The offeror shall check the category in which its ownership falls]:

- ☐ Black American.
☐ Hispanic American.
☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
☐ Individual/concern, other than one of the preceding.

4. FAR 52.216-1 TYPE OF CONTRACT APR 1984
(IAW FAR 16.105)

The Government contemplates award of a Fixed-price, Indefinite-Delivery, Requirements contract resulting from this solicitation.

5. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED FEB 1998
BY REFERENCE
(IAW FAR 52.107(a))

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

6. DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP MAR 1998
OR CONTROL BY GOVERNMENT
A TERRORIST COUNTRY
(IAW DFARS 209.104-70(a))

(a). *Definitions.* As used in this provision-

- (1). "Government of a terrorist country" includes the state and the Government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2). "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the Government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.
- (3). "Significant interest" means-
 - (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
 - (ii) Holding a management position in the firm, such as a director or officer;
 - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
 - (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
 - (v) Holding 50 percent or more of the indebtedness of a firm.

(b). *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the Government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c). *Disclosure.* If the Government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the Government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

- (1). Identification of each Government holding a significant interest; and
- (2). A description of the significant interest held by each Government.

7. DFARS 252.212-7000

**OFFEROR REPRESENTATIONS
AND CERTIFICATIONS--COMMERCIAL ITEMS
(IAW DFARS 212.301(f)(ii))**

NOV 1995

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

(1). "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2). "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b). *Certification.* By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-

(1). Does not comply with the Secondary Arab Boycott of Israel; and

(2). Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c). *Representation of Extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1). The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2). Representation. The Offeror represents that it-

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3). Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

8. AMCFARS 5352.247-1003

**PREREQUISITES FOR AWARD
AIR TRANSPORTATION
(IAW AMCFARS 5347.4-101)**

DEC 2002

(a). In addition to satisfying other solicitation requirements, an offeror must be an approved Department of Defense (DoD) carrier-and not in a suspended or temporary non-use status-to receive a contract award. The offeror's DoD approval must be for service that is equivalent to the service described in this solicitation. To obtain DoD approval, the offeror must satisfy the obligations contained in the clause entitled "Air Safety" as well as the quality and safety requirements set forth in 32 CFR Part 861, "Department of Defense Commercial Air Carrier Quality and

Safety Review Program." DoD approval is a prerequisite for contract award irrespective of the form of air transportation service (passenger, courier, cargo, etc.) the carrier would provide under a contract resulting from this solicitation.

(b). If an offeror is not currently a DoD-approved carrier, but otherwise appears eligible for award, the contracting officer will request an evaluation of the offeror for DoD approval. Once DoD approval is granted, the contracting officer will consider the offeror's approved status along with the offeror's ability to meet other solicitation requirements in determining eligibility for award. In particular, an offeror must satisfy the 32 CFR Part 861 requirement for 12 continuous months of comparable service not later than the closing date of the international CRAF solicitation for award of fixed business. To receive international expansion business or any domestic airlift business, the offeror must satisfy the 12 months requirement by time of award. (Note: An offeror may not receive an award if, in the contracting officer's judgment, the time required to obtain DoD approval will cause an unacceptable delay in contract award.)

9. FORMAL COMMUNICATIONS

(a). Formal communications, such as requests for clarification and/or written information concerning this solicitation, shall be submitted electronically to greg.hunt@scott.af.mil with a courtesy copy to mary.wright@scott.af.mil.

(b). The request will be in the following format:

Reference: RFP: FA4428-04-R-0007, Section: _____, Page: _____, Paragraph: _____, (or Figure)
Question: _____

(c). Inquiries will be answered in writing and provided to all offerors. However, inquiries may not be answered when received less than 10 calendar days before the due date of offers.

10. FAR 52.215-5

FACSIMILE PROPOSALS

OCT 1997

Fill-In: (c) The telephone number of receiving facsimile equipment is: (618) 256-2804

STATEMENT OF WORK (SOW)

2J

**SHORT TAKE-OFF AND LANDING (STOL)
SERVICES**

24 August 2004

HEADQUARTERS AIR MOBILITY COMMAND

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1. Description of Services.

1.1. Scope of Contract. Provide all fixed-wing aircraft, personnel, equipment, tools, material, maintenance, and supervision necessary to perform Short Take-Off and Landing (STOL) passenger, cargo, or passenger and cargo air transportation services that the DOD elects to perform via commercial charter between locations in the AOR of Afghanistan, Uzbekistan, and Pakistan as identified at the time of mission scheduling.

- 1.1.1. Aircraft/crew will perform a 14-hour duty day, seven (7) days a week. The 14 hours exceeds the eight (8) hours flying stated in para 1.1.2 below and is meant to allow for mission planning, load/off-load time, debriefs, etc.
- 1.1.2. Missions will be scheduled at least twenty-four (24) hours in advance, unless otherwise agreed to by the contractor and Contracting Officer's Technical Representative (COTR). Each aircraft will be expected to fly no more than eight (8) hours of flight time per day. All missions will originate and end in Bagram Air Base (AB), Afghanistan.
- 1.1.3. The contractor shall coordinate all airlift movements with the Regional Air Movement Control Center prior to any mission. Aircraft routes and altitudes are in accordance with the Republic of Afghanistan Aeronautical Information Publication (AIP) located at <http://ramcc.dtic.mil/afgh.htm>.
- 1.1.4. The Government anticipates contracting for up to a maximum of 2190 flight hours per quarter.
- 1.1.5. The contractor may refuse any mission for safety reasons. However, mission must be rescheduled and flown as agreed to by the COTR and contractor.
- 1.1.6. Aircraft departure shall take place within 20 minutes of scheduled departure times.

1.2. Aircraft Requirements.

- 1.2.1. The contractor shall provide unpressurized and pressurized aircraft that are multi-engine, fixed wing aircraft listed on and operated IAW the air carrier's Federal Aviation Regulation (FAR) 135 certificate. All aircraft should have the flexibility to transport a minimum of seven passengers and personal baggage, transport a minimum of seven passengers with personal baggage and cargo, or transport cargo only. Note: Planning weight for passengers plus their baggage is 400 lbs per person.
- 1.2.2. The unpressurized aircraft must carry a minimum useful load of 3,000 lbs in any combination for a 300 mile stage length non-stop.
 - 1.2.2.1. The unpressurized aircraft shall have an on-board passenger oxygen system readily available for installation or for use in the event the aircraft is used to transport passengers.
- 1.2.3. The pressurized aircraft must carry a minimum useful load of 3,000 lbs in any combination for a 400 mile stage length non-stop.
- 1.2.4. Aircraft must be capable of taking-off and landing on short (minimum 3,500 ft) unimproved runways.

- 1.2.5. Aircraft must be capable of transporting passenger/cargo loads in extreme hot and cold temperature conditions that include high altitudes with mountain ranges up to 15,000 ft AGL.
- 1.2.6. Aircraft must be configured with Ultra High Frequency (UHF) and Very High Frequency (VHF) radio, and Global Positioning Satellite (GPS).
- 1.2.7. Aircraft must be able to fly under Instrument Flight Rules (IFR) conditions.

1.3. Personnel Requirements.

- 1.3.1 All personnel performing under this contract are required to possess a Secret security clearance. Interim clearances are acceptable initially. All personnel are required to speak English in a fluent and coherent manner. Personnel performing this contract are considered to be U.S. civilians serving with, employed by, or accompanying the Armed Forces of the United States and coalition forces. The contractor and its employees will be bound to adhere to General Order 1 as set forth in Appendix 4, and any supplements or any successor order.
- 1.3.2. Aircrew members shall be trained, qualified, and maintain proficiency in accordance with Federal Aviation Regulation (FAR) 135 and 32 CFR 861.
- 1.3.3. Aircraft maintenance personnel shall be trained, qualified, and maintain proficiency in accordance with FAR 135.

1.4. Aircraft Maintenance. Aircraft will be maintained and operated in accordance with FAR 135.

1.5. Passenger Service.

- 1.5.1. The contractor shall transport a minimum of seven and a maximum of nineteen passengers and personal baggage per mission. Planning weight for passengers plus their baggage is 400 lbs per person.
- 1.5.2. Bagram Passenger Services personnel will provide the contractor a list of personnel authorized for flight prior to boarding. The contractor shall not permit any unauthorized personnel to board the aircraft.
- 15.3. The contractor shall verify passenger body weight with calibrated scales. If scales are not available, interrogated weights can be used.
- 1.5.4. Offloading shall be accomplished within 30 minutes or less to comply with Maximum on Ground (MOG) restrictions and safety considerations.

1.6. Cargo Service.

- 1.6.1. Provide cargo transportation in accordance with paragraphs 1.2.2 or 1.2.3 depending on the type of aircraft. Estimated largest piece is 8'x 3'x 3' with gross weight of 300 lbs each.
- 1.6.2. Offloading shall be accomplished within 30 minutes or less to comply with Maximum on Ground (MOG) restrictions and safety considerations.

1.6.3. All cargo will be floor loaded -- no pallets.

1.6.4 Contractor shall verify cargo weight with calibrated scales.

1.7 Transporting Hazardous Cargo. The Government requires passengers to carry a full complement of munitions and explosives necessary to execute their mission as well as other HAZMAT. Contractor shall carry HAZMAT in accordance with their DOT approvals and exemptions. Contractor shall provide a copy of any DOT exemptions to the Contracting Officer. If contractor does not currently possess the necessary approvals and exemptions to carry such HAZMAT, contractor must act with due diligence to obtain an exemption and the Government will cooperate in all good faith to obtain such exemption.

1.8. Passenger and Cargo Combination (COMBI) Service.

1.8.1. Provide passenger and cargo combination service in accordance with paragraphs 1.2.2 or 1.2.3 depending on the type of aircraft.

1.8.2. Receive Federal Aviation Administration (FAA) approval to operate in a combination mode.

1.8.3. Comply with FAA guidelines including cargo nets and placement of passengers.

1.8.4. Offloading shall be accomplished within 30 minutes or less to comply with Maximum on Ground (MOG) restrictions and safety considerations.

1.9. Intransit Visibility (ITV)

1.9.1. Contractor will be required to provide to the Air Mobility Division, Al-Udeid, Qatar, departure and arrival notification at all locations where communication is possible. If communication is not available, contractor will provide information through Bagram either in flight or upon return to home station.

2. Service Delivery Summary

Performance Objective	SOW para.	Performance Threshold
Schedule and Perform All Missions	Para. 1.1, 1.2, 1.5, 1.6, 1.7, 1.8	100% of Missions Completed As Scheduled.
Provide Air Mobility Division Weekly And Quarterly Flight Segment/Hours Reports	Appendix 1, Para 2.0	100% Accurate, Complete, and On time.

3. Government Furnished Property and Services

3.1. Services

3.1.1. Material Safety Data Sheets (MSDS).

3.1.2. Mission Schedule.

3.1.3. Passenger Manifest Listing.

3.1.4. Hazardous Material (HAZMAT) Cargo and Disposition Instructions

3.1.5. Space Available (Space A) travel: Contractor personnel who are US citizens may fly Space A on military flights that go to Frankfurt and Al Udeid, Qatar. Contractor is required to reimburse the Government for these flights.

3.1.6. Other services/property as approved by the installation commander.

3.2 Services at Bagram AB, Afghanistan The Government will provide the following services at Bagram.

3.2.1. JP-8 Fuel is available at Bagram.

3.2.2. Ramp Space.

3.2.3. Start carts and APUs.

3.2.4. Hangar space may be available for maintenance, but must be coordinated with the CJTF-76/Bagram Aircraft Maintenance Office/Maintenance Chief.

3.2.5. Billeting: Wooden shelters with beds (B-huts).

3.2.6. Meals: Hot meals in the dining facility. The on-base contractor-provided messing is four (4) hot meals a day.

3.2.7. Office space, connections to DSN telephone and unclassified internet.

3.2.8. Force Protection.

3.2.9. CJTF-76, Bagram, will provide weather briefings prior to mission start.

3.2.10. (2 each) Satellite Cellular Phones with Secure Sleeves. Note: The contractor is responsible to reimburse the Government for all airtime usage charges for the assigned phones.

4. General Information

4.1. Project Management

- 4.1.1. The contractor shall assign a Project Manager (PM) authorized to manage and administer all terms and conditions of this contract.

4.2. Security

- 4.2.1. **Contractor Security:** Government Security Forces (SF) and Quick Response Forces (QRF) personnel will provide security and force protection procedures for the contractor while on military installations and during contract performance.

- 4.2.2. **Military Installation Security:** While on military installations or on military portions of commercial facilities, contractor, and subcontractor personnel shall comply with security regulations promulgated by the military installation or activity Commander. Security regulations are directive in nature and shall be adhered to by all contractor and subcontractor personnel.

- 4.2.3. **Restricted Area Access:** Where regular and frequent entry into restricted areas at a military installation is required by contractor or subcontractor personnel for ground handling of aircraft, the contractor or subcontractor personnel must meet the requirements established by AFI 31-101, Chapter 9, paragraph 9.2.1., AFI 31-401, and DD Form 254. Applications for personnel security investigations shall be made to the local Chief, Security Forces.

- 4.2.4. **Facility Security Clearance:** Where there is a need for receipt, storage or development of classified documents, a facility clearance of SECRET and classified safeguarding capability is required in accordance with the National Industrial Security Program Operating Manual, (NISPOM), paragraph 4.2.2 and DOD 5220.22M, paragraph 2-104. DOD 5220.22M also provides authority for contractors to certify the personnel security clearance status of company employees and makes provisions for the contractor (Operator) who has a valid facility security clearance of SECRET to verify the security clearance status of its employees. Contractors must inform the Contracting Officer of the correct address of any company agency requiring a secure facility.

- 4.2.5. **Personnel Security Clearance:** Upon contract award, security clearance applications for all required personnel shall be completed in accordance with DOD 5220.22M, paragraph 2-100 and instructions received from the cognizant Defense Industrial Security Officer (DISO), Defense Security Service (DSS). All required clearance actions shall be forwarded to the cognizant DISO.

- 4.2.6. **Operations Security (OPSEC):** The contractor shall be responsible for OPSEC procedures when operating missions for the DOD to include safeguarding critical information. Contractors must ensure employees receive OPSEC training upon initial assignment to a contract with OPSEC requirements. Information such as flight schedules, hotels where crews are staying, return trips, and other facts about the international mission shall be kept close hold and only communicated to persons who have a need to know this information. Flight crews should be aware of persons who are seeking information about the contractor, flights, etc. They should seek to maintain a low profile while operating DOD missions. If

the contractor has questions about OPSEC they can be addressed either to the Contracting Officer or the Air Mobility Division, Al-Udeid, Qatar.

- 4.2.7. **Contractor Company Personnel And Company Facility Security Officer (FSO):** The contractor will appoint a person as the company FSO. The contractor must establish appropriate safeguards to assure that the individuals who are not cleared do not gain access to classified information, material, and Government furnished communications security (COMSEC) equipment. Responsibility for security of classified information, material and COMSEC equipment rests with each individual who is authorized access. The FSO must work closely with the Defense Security Service (DSS) and Air Mobility Division, Al-Udeid, Qatar on DOD related security matters and ensure their Government furnished COMSEC equipment is stored, maintained, and operated properly. The company FSO shall maintain a current list of cleared personnel and flight deck aircrew personnel who are eligible for a secret clearance. This list shall be made available for verification during on-site surveys by DOD personnel who have a need to know, and will be provided to the Contracting Officer when requested.
- 4.2.8. **Authentication Materials:** Aircrew members shall require certain authentication documents in order to perform missions. When appropriate, authentication materials and identification friend or foe (IFF)/selective identification feature (SIF) operating instructions shall be made available to flight deck aircrews at military Base Operations and Route Briefing sections provided they present proper identification. Initial issue of these documents shall be as required to cover elapsed time from departure station to destination and return, or to the first enroute station having the capability to provide additional distribution.
- 4.2.9. **Aircraft Physical Security:** Contractor aircraft at military installations will receive the same degree of physical security as provided military aircraft in like status. Ingress and egress procedures to and through control points and restricted or controlled areas shall be established to permit crewmembers access to their aircraft.
- 4.2.9.1. **Aircraft Security:** The contractor shall establish a program to prevent unlawful seizure of aircraft. At airports, bases, and air terminals where there is an AMC presence or where US forces are present and responsible for deployment or redeployment of forces, the military will be responsible for security processing of passengers at on- or off-load. At enroute or operational stops and at locations where there is no AMC or military presence, security processing of passengers shall be the responsibility of the contractor. At these locations, the contractor shall satisfy the requirements of the Transportation Security Administration (TSA) security program for charter operations in commercial service.
- 4.2.9.2. **Aircraft Identification:** Aircraft shall have the operating contractor's name on both sides of the fuselage commensurate with industry practice. Any names other than the operating contractor must be approved by the Contracting Officer prior to departure.

4.3. Force Protection

- 4.3.1. The contractor shall follow CENTCOM/CENTAF force protection recommendations when doing so will not alter the terms and conditions of this contract. If compliance with a CENTCOM/CENTAF force protection recommendation would alter the terms and conditions

of the contract and/or give rise to a request for equitable adjustment, the contractor will inform the contracting officer and secure the contracting officer's written agreement prior to incurring any expense. Any action taken or expense incurred prior to approval by the contracting officer will be deemed to be at the contractor's expense.

4.4. Quality Control

4.4.1. The contractor shall develop and implement a commercial quality control plan to ensure safe and reliable air transportation in accordance with FAR 135 and 32 CFR 861.

4.5. Passports and Geneva Convention Cards:

4.5.1. **Passports:** All company personnel supporting AMC overseas missions shall have a current and valid passport.

4.5.2. **Geneva Convention Identity Card (DD Form 489)(hereafter referred to as the Geneva Conventions Card):** Civilian noncombatant personnel authorized to accompany military forces of the US into regions of war will be issued a Geneva Conventions Card in accordance with procedures established in AFI 36-3026(I), Identification Cards For Members of the Uniformed Services, Their Family Members, and Other Eligible Personnel. Contractor personnel will be required to contact Mr. Steve Jarrett, CENTCOM, MacDill AFB, FL to coordinate processing for issuance of Geneva Convention Identity Cards prior to going overseas. CJTF-76 will process any line badge requirements at Bagram.

4.5.3. **Personnel Authorized To Receive The Geneva Conventions Card:** Contractor personnel employed by the contractor for performance of this contract will be issued this card. The Geneva Conventions Card will be issued by CJTF-76/CJ3 Aviation, Bagram Afghanistan, to the following company personnel:

- Aircrew personnel designated to operate company aircraft in the performance of this contract.
- Ground support personnel assigned to Bagram in support of this contract.
- Selected supervisory personnel, subject to deployment overseas, responsible for overall supervision of the company's performance of this contract.

4.6. Communications

4.6.1. When operating missions, the contractor's operations center will be required to maintain secure voice communications with the Air Mobility Division, Al-Udeid, Qatar.

4.7. Aircrew Duty Day Requirements

4.7.1. **Scheduling Limits:** Crew duty will be limited to 14 hours for two-pilot crews, 18 hours for three or more pilot crews, and 24 hours for aircraft with FAA-approved crew rest facilities. Crew duty will be considered as beginning when the crewmember reports for duty (including non-local company-directed deadhead), and ending at block-in of the final DOD segment for that crew.

4.7.2. **Execution Limits:** Crew duty execution limits are the same as scheduled, except that the limits can be extended by two hours for two and three-pilot crews. This extension is at company discretion and does not apply to the 24-hour duty limit associated with crew rest-equipped aircraft. A statistical tracking of the number of times this extension is utilized will be maintained by each company and provided to Contracting Officer upon request.

4.7.3. **Crew Rest:** Minimum crew rest, prior to first DOD segment or between DOD segments, is 10 hours. At the contractor's discretion, that rest can be reduced to nine hours if the crew is still able to receive eight hours of uninterrupted rest. NOTE: The reduced rest cannot be combined with the two-hour crew duty extension during a preceding or subsequent duty period.

4.7.4. **Deadhead Transportation:** All deadhead transportation, not local in nature, will be considered as part of the crew duty day for DOD limits.

4.8. **Flying In Controlled Airspace**

4.8.1. All contract flights shall fly over established airways, domestic or international, and in controlled airspace. Exceptions may be made to this requirement where it is impractical to follow airways or fly in controlled airspace, provided airways are intersected at the first practical point and departed at the last practical radio navigational fix near destination, or when area controller established airways do not exist within a flight information region. Economic considerations will not justify deviation from this procedure.

4.9. **Fire Containment Covers**

4.9.1. In accordance with Federal Aviation Administration Airworthiness Directive 93-07-15, fire containment covers (FCCs) must be placed on all cargo transported in the class B cargo compartment of combination aircraft. This Airworthiness Directive also stipulates for Alternate Compliance exempt certain items from the requirement to be covered by FCCs.

4.9.2. The contractor shall furnish, transport, repair and replace sufficient FCCs on each operational aircraft. An FCC shall be deemed unserviceable if it has damage in excess of any of the following:

- 4" x 4" L-shaped tear
- 8" long tear
- 2" diameter tear

4.9.3. The contractor will be responsible for covering and uncovering cargo with the FCCs. If FCC-covered cargo is taken away from the aircraft (assuming cargo are not covered and uncovered aboard the aircraft), the U.S. Government will ensure an adequate number of FCCs are returned to the aircraft prior to its next departure.

4.10. Safety Barriers

- 4.10.1. All passenger and cargo doors used for on-loading and off-loading of passengers, baggage, and cargo aboard contract aircraft shall be equipped with a safety barrier at chest or waist level. The safety barrier shall be in place when the cabin or cargo door is open except when actually on-loading or off-loading passengers/cargo or when loading stairs are positioned.

4.11. Authority To Leave Unsafe Aircraft: According to Section 2640, Chapter 157, 10 US Code, the following shall apply with regard to the authority to leave unsafe aircraft:

- 4.11.1. **Determinations To Leave Unsafe Aircraft:** AMC Air Carrier Survey Team members, ramp inspectors, the Military Surface Deployment and Distribution Command (SDDC), or such other agencies as may be designated by the Secretary of Defense (or if there is no such representative reasonably available, the senior officer on-board a contract mission) may order members of the armed forces to leave a contract mission if the representative (or officer) determines a condition exists on the aircraft which may endanger the safety of the passengers. If serious deficiencies exist, the appropriate AMC representative will initiate an operational immediate message to the next higher headquarters with a copy to the HQ AMC/A34YM, Contracting Officer. In cases where such deficiencies exist, only the FAA representative has the authority to ground the commercial aircraft in question.

4.12. Workload Estimate:

- 4.12.1. Flight Hour Workload: The Government's estimate is for 2,190 flight hours per quarter or 8,760 flight hours per year.

7.0. Hazard Reporting: The contractor shall report any condition involving cargo that constitutes a hazard to operations, the contractor, and airport safety personnel. This report should contain the following information: location; date and time (GMT); nomenclature of cargo (proper shipping name of hazardous cargo); shipper's organization/unit and name of cargo representative; destination of cargo; TCN or bumper/increment number; facts and circumstances. Report this information to the Administrative Contracting Officer, HQ AMC/A34YMB.

8.0. Spotlighting and Hostile Event Reports: In the event a contractor operating an AMC mission is illuminated or "spotlighted", or is fired upon in the air or on the ground, the crew shall note the date, time, and approximate area from which the event originated. Following the event, at the first airfield or airbase with a US military presence, the crew shall notify the base operations center of the occurrence. The contractor shall also notify AMC immediately of any information relating a threat to AMC or AMC-contracted commercial aircraft, or of any attempts to elicit information from the crew on their mission or cargo. When reporting the incident to AMC, the crew will contact, via either email or phone, the Tanker Airlift Control Center (TACC) at 618-229-0399 or tacc-xoz@scott.af.mil and HQ AMC/A23 at 618-229-4781 or amc.a23.all@amc.af.mil. The contractor shall also report any incidents to HQ AMC/A34YMB during the next business day.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED <div style="text-align: center; border: 1px solid black; padding: 2px;">SECRET</div> b. LEVEL OF SAFEGUARDING REQUIRED <div style="text-align: center; border: 1px solid black; padding: 2px;">SECRET</div>																																																																																					
2. THIS SPECIFICATION IS FOR: (X and complete as applicable) a. PRIME CONTRACT NUMBER b. SUBCONTRACT NUMBER c. SOLICITATION OR OTHER NUMBER <div style="text-align: center;">FA4428-04-R0007</div>			3. THIS SPECIFICATION IS: (X and complete as applicable) <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> X a. ORIGINAL (Complete date in all cases) b. REVISED (Supersedes all previous specs) c. FINAL (Complete Item 5 in all cases) </div> <div style="width: 50%;"> DATE (YYYYMMDD) <div style="text-align: center;">20040705</div> DATE (YYYYMMDD) DATE (YYYYMMDD) </div> </div>																																																																																						
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.																																																																																									
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.																																																																																									
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code) a. NAME, ADDRESS, AND ZIP CODE b. CAGE CODE c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) 																																																																																									
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DD FORM 254, DEC 1999

PREVIOUS EDITION IS OBSOLETE.

STATEMENT OF WORK
APPENDIX 2

Reset

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

HQ AMC/PA
503 Ward Street, Suite 214
Scott AFB, IL 62225-5302

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

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

The contractor shall comply with the requirements listed in this contract and be granted, at a minimum, an interim Facility Clearance of SECRET prior to award of this contract.

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

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

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

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE (Include Area Code)
STEVEN M. JARRETT	Logistics Management Specialist	(813) 827-6433/4690

d. ADDRESS (Include Zip Code)

USCENTCOM/CCJ4-PL
7115 South Boundary Blvd., Building 540, Rm 244J
MacDill AFB, FL 33621-5101

e. SIGNATURE

[Signature] 16 Aug 04

17. **REQUIRED DISTRIBUTION**

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | a. CONTRACTOR |
| <input type="checkbox"/> | b. SUBCONTRACTOR |
| <input checked="" type="checkbox"/> | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR |
| <input checked="" type="checkbox"/> | d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
| <input checked="" type="checkbox"/> | e. ADMINISTRATIVE CONTRACTING OFFICER |
| <input checked="" type="checkbox"/> | f. OTHERS AS NECESSARY |

DD FORM 254 (BACK), DEC 1999

[Signature]
AMC/SFI 13 Aug 04

**WIDE AREA WORK FLOW – RECEIPT AND ACCEPTANCE (WAWF-RA)
ELECTRONIC RECEIVING REPORT AND INVOICING INSTRUCTIONS****CONTRACT (fill in contract number) / D.O. (fill in D.O., if applicable)**

Questions concerning payment should be directed to the Defense Finance and Accounting Service (DFAS) Rome, DFAS-RO-FPT, 325 Brook Rd., Rome NY 13441-4527, Phone number 800-553-0527. Please have your contract/order number and invoice number ready when contacting them about payment status.

The accounts payable mailing address can be located in Block 18a of your contract. You can easily access payment information at <http://www.dfas.mil/money/vendor>.

NOTE: IN ACCORDANCE WITH DFARS 232.7002, USE OF ELECTRONIC PAYMENT REQUESTS IS MANDATORY. USE OF WAWF WILL SPEED UP YOUR PAYMENT PROCESSING TIME AND ALLOW YOU TO MONITOR YOUR PAYMENT STATUS ONLINE. THERE ARE NO CHARGES OR FEES TO USE WAWF.

THE FOLLOWING CODES WILL BE REQUIRED TO ROUTE YOUR RECEIVING REPORTS, INVOICES AND ADDITIONAL E-MAILS CORRECTLY THROUGH WAWF.

1. CONTRACT NUMBER:	<input type="text" value="FA4428"/>	
2. CAGE CODE:	<input type="text"/>	
3. PAY OFFICE DODAAC:	<input type="text" value="HQ0302"/>	
4. TYPE OF DOCUMENT:	<input type="text" value="COMBO"/>	
5.INSPECTION/ACCEPTANCE:	<input type="text" value="DESTINATION"/>	
6. ISSUE DATE:	<input type="text"/>	
7. ISSUE BY DODAAC:	<input type="text" value="FA4428"/>	
8. ADMIN DODAAC:	<input type="text" value="FA4428"/>	
9. INSPECT BY DODAAC:	<input type="text"/>	PLUS SIX EXT: <input type="text"/>
10. SERVICE ACCEPTOR / SHIP TO:	<input type="text"/>	PLUS SIX EXT: <input type="text"/>