

**UNITED STATES TRANSPORTATION COMMAND
(USTRANSCOM)**

**Contract No. FA4428-07-D-0001
Awarded to Evergreen Helicopters of Alaska Inc.**

**Short Take-Off & Landing (STOL) Services
(Panama)**

1 April 2007

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

2. CONTRACT NO. FA4428-07-D-0001		3. AWARD/EFFECTIVE DATE 01/Apr/2007		4. ORDER NUMBER		5. SOLICITATION NUMBER FA4428-2006-R-0003		PAGE 1 OF 23	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME John J. Sheahan		b. TELEPHONE NUMBER (No collect calls) (618) 229-2481		6. SOLICITATION ISSUE DATE 04/Oct/2006		8. OFFER DUE DATE/LOCAL TIME 15/Dec/2006 2:00 PM	
9. ISSUED BY HQ AMC/A3KR 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302		CODE FA4428		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISAB. BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> 8(A) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS NAICS: 481211 SIZE STANDARD: 1500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
15. DELIVER TO		CODE		16. ADMINISTERED BY USTRANSCOM Command Acquisition TCAQ Scott AFB, IL 62225-5302		CODE FA4428		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
17a. CONTRACTOR/OFFEROR EVERGREEN HELICOPTERS OF ALASKA INC.		CODE 7Y973		FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS-LIMESTONE/DFAS-BAASD/CC P.O. BOX 369020 LIMESTONE PAYING OFFICE COLUMBUS, OH 43236-9020		CODE F67100	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES SEE CONTINUATION OF SF1449 <i>(Attach Additional Sheets as Necessary)</i>			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
25. ACCOUNTING AND APPROPRIATION DATA Will be cited on Delivery Orders									
26. TOTAL AWARD AMOUNT (For Govt. Use Only) (Estimated) \$23,920,611.00									
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED									
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED									
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.									
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 JOHN J. SHEAHAN (618) 229-2481 John.Sheahan@scott.af.mil			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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		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	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT					38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE		42a. RECEIVED BY (Print)		42b. RECEIVED AT (Location)		42c. DATE REC'D (YY/MM/DD)
					42d. TOTAL CONTAINERS				

AUTHORIZED FOR LOCAL REPRODUCTION

CONTINUATION OF SF 1449

1. Continuation of Block 18b. 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 17) and the Routing Sheet, Attachment 6. When invoicing the Reimbursable CLINS, round the amounts to the nearest whole dollar.
2. Continuation of Blocks 19 – 24. Performance of this contract shall begin 1 Apr 07 (or date of award if subsequent thereto). It shall continue through 30 Sep 07, (30 Sep 08 if Option Year One is exercised, 30 Sep 09 if Option Year Two is exercised, 30 Sep 10 if Option Year Three is exercised, and 30 Sep 11 if Option Year Four is exercised) unless terminated or canceled sooner under the provisions of this contract or unless extended pursuant to FAR 52.217-8.
3. PRICING SCHEDULE (Continuation of SF 1449 Blocks 19 –24) See pages 3 through 7.

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR

EVERGREEN HELICOPTERS OF ALASKA INC.

Cage Code: 7Y973

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASIC CONTRACT PERIOD (1 Apr 07 - 30 Sep 07) MONTHLY SERVICE. The contractor shall have sufficient aircraft available in accordance with the Performance Work Statement (PWS).	6	MO	\$270,000.00	\$1,620,000.00
0002	Short Take-Off and Landing (STOL) FLYING HOUR RATE. 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. The minimum number of aircraft hours is 300.	Estimated 625	HR	\$775.00	Estimated \$484,375.00
0003	PRESSURIZED AIRCRAFT (PRESSURIZED) FLYING HOUR RATE. 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. The minimum number of aircraft hours is 300.	Estimated 625	HR	\$900.00	Estimated \$562,500.00
0004	REIMBURSABLE EXPENSES	100,000	DO	\$1.00	\$100,000.00
0004AA	AIRPORT FEES In the event the contractor is required to land at a civil airport, the contractor will be reimbursed for airport related fees assessed by the airport authority. Airport fees include landing fees, ramp fees, loading and unloading of aircraft charges, and parking fees. 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, the contractor will be reimbursed in accordance 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 such as the Flight Service Order (FSO) must be submitted.				
0004AC	FOOD AND LODGING FOR PASSENGERS. The contractor will provide food and lodging, as required, for passengers at unscheduled stops. Claims for this item shall be supported by paid receipts.				
0004AD	FUEL REIMBURSEMENT The contractor will be reimbursed for all fuel purchased in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				
0004AE	"STOL" AIRCRAFT POSITIONING / DEPOSITIONING EXPENSES In accordance with the PWS, the contractor will be reimbursed for actual positioning and/or depositioning expenses incurred for this contract if Option Year One (1) is not exercised.				
0004AF	"PRESSURIZED" AIRCRAFT POSITIONING / DEPOSITIONING EXPENSES In accordance with the PWS, the contractor will be reimbursed for actual positioning and/or depositioning expenses incurred for this contract if Option Year One (1) is not exercised.				

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NAME OF OFFEROR OR CONTRACTOR

EVERGREEN HELICOPTERS OF ALASKA INC.

Cage Code: 7Y973

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	OPTION YEAR ONE (1 Oct 07 - 30 Sep 08) MONTHLY SERVICE. The contractor shall have sufficient aircraft available in accordance with the Performance Work Statement.	12	MO	\$154,077.00	\$1,848,924.00
0006	"STOL" FLYING HOUR RATE. 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. The minimum number of aircraft hours is 600.	Estimated 1,250	HR	\$787.00	Estimated \$983,750.00
0007	"PRESSURIZED" FLYING HOUR RATE. 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. The minimum number of aircraft hours is 600.	Estimated 1,250	HR	\$914.00	Estimated \$1,142,500.00
0008	REIMBURSABLE EXPENSES	100,000	DO	\$1.00	\$100,000.00
0008AA	AIRPORT FEES In the event the contractor is required to land at a civil airport, the contractor will be reimbursed for airport related fees assessed by the airport authority. Airport fees include landing fees, ramp fees, loading and unloading of aircraft charges, and parking fees. Claims for this expense item shall be supported by paid receipts.				
0008AB	FOOD AND LODGING FOR CONTRACTOR PERSONNEL. In the event crewmembers are required to remain overnight, the contractor will be reimbursed in accordance 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 such as the Flight Service Order (FSO) must be submitted.				
0008AC	FOOD AND LODGING FOR PASSENGERS. The contractor will provide food and lodging, as required, for passengers at unscheduled stops. Claims for this item shall be supported by paid receipts.				
0008AD	FUEL REIMBURSEMENT The contractor will be reimbursed for all fuel purchased in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				

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NAME OF OFFEROR OR CONTRACTOR

EVERGREEN HELICOPTERS OF ALASKA INC.

Cage Code: 7Y973

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	OPTION YEAR TWO (1 Oct 08 - 30 Sep 09) MONTHLY SERVICE. The contractor shall have sufficient aircraft available in accordance with the Performance Work Statement.	12	MO	\$281,842.00	\$3,382,104.00
0010	"STOL" FLYING HOUR RATE. 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. The minimum number of aircraft hours is 600.	Estimated 1,250	HR	\$799.00	Estimated \$998,750.00
0011	"PRESSURIZED" FLYING HOUR RATE. 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. The minimum number of aircraft hours is 600.	Estimated 1,250	HR	\$928.00	Estimated \$1,160,000.00
0012	REIMBURSABLE EXPENSES	100,000		\$1.00	\$100,000.00
0012AA	AIRPORT FEES In the event the contractor is required to land at a civil airport, the contractor will be reimbursed for airport related fees assessed by the airport authority. Airport fees include landing fees, ramp fees, loading and unloading of aircraft charges, and parking fees. Claims for this expense item shall be supported by paid receipts.				
0012AB	FOOD AND LODGING FOR CONTRACTOR PERSONNEL. In the event crewmembers are required to remain overnight, the contractor will be reimbursed in accordance 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 such as the Flight Service Order (FSO) must be submitted.				
0012AC	FOOD AND LODGING FOR PASSENGERS. The contractor will provide food and lodging, as required, for passengers at unscheduled stops. Claims for this item shall be supported by paid receipts.				
0012AD	FUEL REIMBURSEMENT The contractor will be reimbursed for all fuel purchased in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				

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NAME OF OFFEROR OR CONTRACTOR

EVERGREEN HELICOPTERS OF ALASKA INC.

Cage Code: 7Y973

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	OPTION YEAR THREE (1 Oct 09- 30 Sep 10) MONTHLY SERVICE. The contractor shall have sufficient aircraft available in accordance with the Performance Work Statement.	12	MO	\$287,952.00	\$3,455,424.00
0014	"STOL" FLYING HOUR RATE. 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. The minimum number of aircraft hours is 600.	Estimated 1,250	HR	\$811.00	Estimated \$1,013,750.00
0015	"PRESSURIZED" FLYING HOUR RATE. 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. The minimum number of aircraft hours is 600.	Estimated 1,250	HR	\$942.00	Estimated \$1,177,500.00
0016	REIMBURSABLE EXPENSES	100,000	DO	\$1.00	\$100,000.00
0016AA	AIRPORT FEES In the event the contractor is required to land at a civil airport, the contractor will be reimbursed for airport related fees assessed by the airport authority. Airport fees include landing fees, ramp fees, loading and unloading of aircraft charges, and parking fees. Claims for this expense item shall be supported by paid receipts.				
0016AB	FOOD AND LODGING FOR CONTRACTOR PERSONNEL. In the event crewmembers are required to remain overnight, the contractor will be reimbursed in accordance 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 such as the Flight Service Order (FSO) must be submitted.				
0016AC	FOOD AND LODGING FOR PASSENGERS. The contractor will provide food and lodging, as required, for passengers at unscheduled stops. Claims for this item shall be supported by paid receipts.				
0016AD	FUEL REIMBURSEMENT The contractor will be reimbursed for all fuel purchased in direct support of this contract. Claims for this expense item shall be supported by paid receipts.				

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NAME OF OFFEROR OR CONTRACTOR

EVERGREEN HELICOPTERS OF ALASKA INC.

Cage Code: 7Y973

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0017	OPTION YEAR FOUR (1 Oct 10 - 30 Sep 11) MONTHLY SERVICE. The contractor shall have sufficient aircraft available in accordance with the Performance Work Statement.	12	MO	\$280,607.00	\$3,367,284.00															
0018	"STOL" FLYING HOUR RATE. 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. The minimum number of aircraft hours is 600.	Estimated 1,250	HR	\$823.00	Estimated \$1,028,750.00															
0019	"PRESSURIZED" FLYING HOUR RATE. 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. The minimum number of aircraft hours is 600.	Estimated 1,250	HR	\$956.00	Estimated \$1,195,000.00															
0020	REIMBURSABLE EXPENSES	100,000	DO	\$1.00	\$100,000.00															
0020AA	AIRPORT FEES In the event the contractor is required to land at a civil airport, the contractor will be reimbursed for airport related fees assessed by the airport authority. Airport fees include landing fees, ramp fees, loading and unloading of aircraft charges, and parking fees. Claims for this expense item shall be supported by paid receipts.																			
0020AB	FOOD AND LODGING FOR CONTRACTOR PERSONNEL. In the event crewmembers are required to remain overnight, the contractor will be reimbursed in accordance 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 such as the Flight Service Order (FSO) must be submitted.																			
0020AC	FOOD AND LODGING FOR PASSENGERS. The contractor will provide food and lodging, as required, for passengers at unscheduled stops. Claims for this item shall be supported by paid receipts.																			
0020AD	FUEL REIMBURSEMENT The contractor will be reimbursed for all fuel purchased in direct support of this contract. Claims for this expense item shall be supported by paid receipts.																			
	4. LIST OF AIRCRAFT The contractor agrees that the following aircraft will be either owned or controlled by the company for the duration of this contract. Additional planes may be added only with concurrence of the Contracting Officer after the A3B Survey and Analysis Office has approved them.																			
	<table><tr><th>TYPE AIRCRAFT</th><th>TAIL NUMBER</th><th>PAX SEATS</th><th>EMPTY WEIGHT</th><th>MAX GROSS TAKE-OFF WT</th></tr><tr><td>CASA 212</td><td>N422CA</td><td>19</td><td>10,010 lbs</td><td>16,976 lbs</td></tr><tr><td>B1900</td><td>N114TV</td><td>19</td><td>10,790 lbs</td><td>15,245 lbs</td></tr></table>	TYPE AIRCRAFT	TAIL NUMBER	PAX SEATS	EMPTY WEIGHT	MAX GROSS TAKE-OFF WT	CASA 212	N422CA	19	10,010 lbs	16,976 lbs	B1900	N114TV	19	10,790 lbs	15,245 lbs				
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CASA 212	N422CA	19	10,010 lbs	16,976 lbs																
B1900	N114TV	19	10,790 lbs	15,245 lbs																

CONTRACT CLAUSES

**1. ADDENDUM TO FAR 52.212-4--CONTRACT TERMS AND CONDITIONS—
COMMERCIAL ITEMS (SEP 2005)**

a. Paragraph (a) entitled "Inspection/Acceptance" is tailored to read: The Contractor shall only tender for acceptance those services that conform to the requirements of this contract. The Government reserves the right to inspect or test any services that have been tendered for acceptance. The Government may require reperformance of nonconforming services at no increase in contract price. When the nonconforming services cannot be corrected by reperformance, the Government may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed. If the Contractor fails to promptly perform acceptable services or to take the necessary action to ensure future performance is in conformity with contract requirements, the Government may by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service.

**2. FAR 52.212-5 --CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS -COMMERCIAL ITEMS (NOV
2006)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(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:

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (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).

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CONTRACT NO FA4428-07-D0001

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (4) [Reserved]

___ (5) (i) 52.219-6, Notice of Total Small Business 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 (Sep 2006)(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 (Sep 2005)(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).

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CONTRACT NO FA4428-07-D0001

- ___ (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- ___ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- X (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 (Sep 2006)(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 (Sep 2006)(38 U.S.C. 4212).
- X (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ___ (22) (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)).
- ___ (23) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).
- ___ (24) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-169).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (25) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

___ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

___ (32) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

___ (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) 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, 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:

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(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) (Nov 2006)(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.*).

(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) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) 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 \$550,000 (\$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 (Sep 2006)(38 U.S.C. 4212).

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

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) 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.

3. OTHER APPLICABLE CLAUSES INCORPORATED BY REFERENCE OR FULL TEXT

a. 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/>

b. FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in the solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Defense Supplement to the Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

c. FAR 52.204-2 SECURITY REQUIREMENTS (AUG. 1996)

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

e. FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)

Paragraph (a) is changed to read:

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

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor’s CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

f. FAR 52.216-18 ORDERING (OCT 1995)

The blanks in paragraph (a) are completed as follows: 1 Apr 07 (or date of award if subsequent thereto) through 30 Sep 07 (30 Sep 08 if Option Year One is exercised, 30 Sep 09 if Option Year Two is exercised, 30 Sep 10 if Option Year Three is exercised, and 30 Sep 11 if Option Year Four is exercised.)

g. FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

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

Paragraph (a)	1 Flying Hour
Paragraph (b) (1)	16 Flying Hours per Day
Paragraph (b) (2)	2,500 Flying Hours per Year

Paragraph (b) (3) 30 days
Paragraph (d) 2 days

h. FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

The blank in paragraph (d) is completed as follows: 30 Sep 07 (30 Sep 08 if Option Year One is exercised, 30 Sep 09 if Option Year Two is exercised, 30 Sep 10 if Option Year Three is exercised, and 30 Sep 11 if Option Year Four is exercised.)

i. FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

(NOTE: The last sentence is revised to read "The Contracting Officer may exercise the option by written notice to the contractor at least 15 calendar days prior to expiration of the existing contract.")

**j. FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT
(MAR 2000)**

Paragraph (a) is changed to read " The Government may extend the term of this contract by written notice to the Contractor not later than 15 calendar days prior to expiration of the existing contract; provided, the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension."

The blank in para (c), is completed as follows: 5 years

**k. FAR 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND
TRANSLATION OF CONTRACT (FEB 2000)**

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

**l. FAR 52.228-3 WORKERS COMPENSATION INSURANCE (DEFENSE
BASE ACT) (APR 1984)**

m. FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

**4. DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE
ACQUISITIONS OF COMMERCIAL ITEMS. (JAN 2007)**

(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.

- (1) ☒ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (2) ☐ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- (3) ☐ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- (4) ☐ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
- (5) ☒ 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).
- (6) ☐ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- (7) ☐ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (8) ☐ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (9) ☐ 252.225-7021, Trade Agreements (NOV 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (10) ☐ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (11) ☐ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (12)(i) ☐ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ☐ Alternate I (OCT 2006) of 252.225-7036.
- (13) ☐ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

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- (14) X 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (15) 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (16) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (17) X 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).
- (18) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (19) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (20)(i) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) Alternate I (MAR 2000) of 252.247-7023.
- (iii) Alternate II (MAR 2000) of 252.247-7023.
- (iv) Alternate III (MAY 2002) of 252.247-7023.
- (21) 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:

- (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

5. DFARS 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (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.

6. DFARS 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

**7. DFARS 252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS
(OVERSEAS) (JUN 1997)**

8. DFARS 252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

**9. DFARS 252.225-7043 ANTITERRORISM/FORCE PROTECTION FOR DEFENSE
CONTRACTORS OUTSIDE THE UNITED STATES
(MAR 2006)**

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

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from USSOUTHCOM, J3 AT/FP, telephone DSN: 567-3702/3585, Commercial 305-437-3702/3585.

10. DFARS 252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUN 1997)

11. DFARS 252.233-7001 CHOICE OF LAW (OVERSEAS) (JUN 1977)

12. AFFARS 5352.201-9101 OMBUDSMAN (AUG 2005)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman

does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMBC A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the Center/MAJCOM ombudsmen, Mr. Michael R. Jackson, HQ AMC/A7K, 507 Symington Drive, Scott AFB IL 62225-5022, (618) 229-0267, fax (618) 256-6668, email: Michael.jackson@scott.af.mil. Concerns, issues, disagreements, and recommendations that cannot be resolved at the MAJCOM/DRU level, may be brought by the concerned party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (703) 588-7004, facsimile number (703) 588-1067

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be po the Contracting Officer.

**13. AFFARS 5352.237-9001 REQUIREMENTS AFFECTING CONTRACTOR
PERSONNEL PERFORMING MISSION ESSENTIAL SERVICES
(OCT 2004)**

For purposes of this clause paragraph (b) is completed as follows:

(b) Within 15 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.

14. AFFARS 5352.247-9000 AIR SAFETY (JUNE 2006)

(a) Contractor is obligated to comply with generally accepted standards of airmanship, training, and maintenance practices and procedures. Contractor must also satisfy Department of Defense (DOD) quality and safety requirements as described in 32 CFR Part 861, Section 861.4. In addition, contractor shall comply with all provisions of applicable statutes, tenders of service, and contract terms as such may affect flight safety, as well as with all applicable Federal Aviation Administration (FAA) Regulations, Airworthiness Directives, Orders, rules, and standards promulgated under the Federal Aviation Act of 1958, as amended. Compliance with published

standards may not, standing alone, constitute compliance with generally accepted standards of airmanship, training, or maintenance.

(b) The cleanliness and orderliness of an aircraft, including the visible components and surfaces thereof affect the ability to inspect an aircraft, may be valid indicators of the overall maintenance level of an aircraft, and may have a direct effect on the security and confidence of passengers. Therefore, contractor's failure to keep and maintain all such components and surfaces of the aircraft used in performance of this contract clean, orderly, and in good state of repair may be deemed a failure to comply with generally accepted standards of maintenance to the extent the failure goes beyond mere cosmetic or housekeeping deficiencies and relates in some manner to confidence in the safety, maintenance, or airworthiness of the aircraft.

(c) Should the government determine that any of the following conditions exist, it may suspend or place in temporary nonuse status contractor's further performance of airlift transportation services for the DOD:

(1) Contractor's failure to meet any of the obligations imposed by the preceding two paragraphs.

(2) Involvement of one of contractor's aircraft in a serious or fatal accident, incident, or operational occurrence (regardless of whether or not such aircraft is being used in the performance of this contract).

(3) Any other condition that affects the safe operation of contractor's flights hereunder.

(d) Such suspension shall be accomplished pursuant to the Department of Defense Commercial Air Transportation Quality and Safety Review Program (32 CFR Part 861), which is hereby incorporated in this contract by reference, or any procedures that supersede same which may be adopted by the Commander (Air Mobility Command) from time to time. The suspension procedures, including the temporary nonuse, reinstatement and appeals processes, set out therein, are binding, final, and conclusive. In no event shall suspension or temporary nonuse proceedings, regardless of outcome, give rise to any liability on the part of the government.

(e) Suspension or temporary nonuse hereunder resulting in unavailability of contractor aircraft to perform service under this contract shall be treated as failure to maintain authorization to engage in air transportation under the clause of the contract entitled, "Requirement for Authorization to Engage in Air Transportation."

**15. AFFARS 5352.247-9001 REQUIREMENT FOR AUTHORIZATION TO
ENGAGE IN AIR TRANSPORTATION (JUNE 2006) ALTERNATE II (JUNE 2006)**

(a) This contract is conditioned upon the Contractor (if the contractor is a team arrangement, applies to each team member) being an air carrier and holding a Certificate of Public Convenience and Necessity issued under Section 401 of the Federal Aviation Act (FAA of 1958,

as amended), or otherwise authorized by the Department of Transportation (DOT) to engage in direct air transportation services, holding an Air Carrier's Operating Certificate issued by the FAA under Part 121/135 of the Federal Aviation Regulations and holding a registration under Part 298 of the DOT regulations for airlift operated by the offeror, and participating in the CRAF, if applicable. Furthermore, the Contractor shall not be in a suspension or temporary nonuse status in accordance with the clause entitled "AIR SAFETY."

(b) If at any time during the performance period of this contract the contractor is not in compliance with the requirements of paragraph (a) above, including, but not limited to, instances when the certificate demonstrating compliance with paragraph (a) above is

(i) suspended by the pertinent regulatory body for any period of time even though the effect of the suspension is stayed pending review by a court of competent jurisdiction,

(ii) canceled or revoked in its entirety by the pertinent regulatory body even though the effect of the cancellation or revocation is stayed pending review by a court of competent jurisdiction, or

(iii) such certificate or interim operating authority has expired and has not been renewed, then the contracting officer may elect any one or a combination of the following courses of action:

(1) Suspend the contractor from further performance of all or any part of this contract until such time as the suspension, temporary nonuse, cancellation, or revocation shall have been finally set aside, removed, or otherwise terminated. The period of suspension of this contract will begin when the contracting officer notifies the contractor. Any flights that were scheduled to be flown during the time any such suspension is in effect will be canceled and the government's obligation reduced by all costs directly attributable to the canceled flights. Any such cancellation is not for the convenience of the government and will be accomplished at no cost to either party, and the substitute service provisions of this contract will not apply to such canceled flights.

(2) Exercise the government's rights under the contract clause entitled "Contractor's Failure to Provide Service."

(3) Terminate this contract for cause in whole or in part under FAR clause 52.212-4, "Contract Terms and Conditions—Commercial Items."

16. AFFARS 5352.247-9002 CONTRACTOR'S FAILURE TO PROVIDE SERVICE (JUNE 2006) ALTERNATE II (JUNE 2006)

(a) In the event the contractor's aircraft is unable to depart from any station, the government may invoke the remedies set forth in this clause, which will not constitute a termination under FAR clause 52.212-4, "Contract Terms and Conditions—Commercial Items." The rights and remedies provided in this clause are not exclusive, do not give rise to government liability for costs incurred, and are in addition to government rights and remedies provided by law or by this contract.

(b) Substitute Service. This term means substitution of an aircraft to replace contractor's

aircraft, which is unable to perform the required services. If the contractor fails to make an aircraft available to perform services under the terms of the contract, the government may:

(1) Cancel the requirement for further performance of the defaulted flight or services. In that event, the government's obligation will be reduced by the costs directly attributable to the canceled flight or services.

(2) Require the contractor to obtain substitute service from another DOD-approved carrier to perform the services within such additional time as the contracting officer may allow. The contractor shall arrange for and pay directly all costs involved in performing the services by substitute aircraft. The government will pay the contractor the contract price for the services, irrespective of the amount the contractor pays for the substitute service. The substitute aircraft provided by the contractor must be of like type, must be configured in accordance with the applicable specifications, and must be approved by the contracting officer. In lieu of, or in addition to, providing the above substitute service, the contractor may, at his own expense, purchase the amount of space by common carriage or otherwise needed to transport the passengers or cargo from the defaulted flight. The contracting officer must approve purchase of such space. The government will pay the contractor the contract price for the services, irrespective of the amount the contractor pays for the space.

(3) Purchase substitute service from commercial sources. This may include use of substitute commercial aircraft or purchase of sufficient space to transport by common carriage or otherwise the passengers or cargo from the defaulted flight. In either event, the value of the service will be deducted from the contract minimum (if applicable). The contractor will not be paid for the defaulted flight but will be charged any amount in excess of the contract price that the government had to pay for the substitute service.

(4) Elect to either reschedule the defaulted flight to a later time or move the passengers and/or cargo, or any portion thereof, itself. In the latter event, the value of the service will be deducted from the contract minimum (if applicable). The contractor will not be paid for the defaulted flight but will be charged any amount in excess of the contract price that the government had to pay to transport the passengers and/or cargo.

17. CONTRACTOR REQUIRED INSURANCE

The contractor shall procure and maintain a level of insurance coverage commensurate with the commercial standard and in accordance with the host nation's statutory limits during the entire period of performance under this contract.

18. DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION

SPECIFICATION DD254 This contract contains a DD254 and requires occasional access to classified information. National Industrial Security Program Operating Manual DOD 5220.22-M provides guidance on the access and handling of classified information.

CONTRACT ATTACHMENTS

ATCH	TITLE	DATE	PAGES
1	Performance Work Statement	24 JAN 07	5
2	Additional Standards for DOD Contracts	1 NOV 01	4
3	<i>removed from award document</i>		
4	<i>removed from award document</i>		
5	<i>removed from award document</i>		
6	Wide Area Work Flow Instructions	24 JAN 07	1
7	<i>removed from award document</i>		
8	DD Form 254	JAN 07	2

United States Southern Command

PERFORMANCE WORK STATEMENT

DATE: 24 JAN 07

1. Description of Services.

1.1. The contractor shall provide all aircraft, personnel, equipment, tools, material, maintenance, and supervision necessary to perform small passenger/light cargo movement requirements as defined in this contract.

1.2. Specific Tasks U.S. Southern Command (USSOUTHCOM) requires commercial airlift capability to furnish rapid response theater airlift of operations in remote locations accessible primarily through unimproved airfields with short unpaved landing surfaces to include but not limited to: Short Take-Off and Landing (STOL), passengers, cargo, or passenger and cargo air transportation services that the DoD elects to perform via commercial charter throughout the USSOUTHCOM Area Of Responsibility (AOR), as identified at the time of mission scheduling.

1.3. Missions will be scheduled at least twenty-four (24) hours in advance, unless otherwise agreed to by the contractor. Flight operations will take place within the USSOUTHCOM AOR and all aircraft shall be based in Panama. The Government scheduler will determine which contractor aircraft, "Pressurized" or "STOL", will perform the planned mission.

1.3.1. The contractor shall coordinate all airlift movements with the US Southern Command Air Force (AFSOUTH) Combined Air Operations Center (CAOC)/Air Mobility Division (AMD) prior to any mission. ((520) 228 6812, cell (520) 349 1038, FAX (520) 228 3086.)

1.3.1.1. The contractor may refuse any mission for safety of flight reasons. However, cancelled missions must be rescheduled and flown as agreed to by the Government representative and contractor.

1.3.1.2. Aircraft departures shall take place within 20 minutes of scheduled times.

1.3.1.3. 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.

1.3.2. General Aircraft Requirements:

1.3.2.1. The contractor shall provide sufficient dedicated "Pressurized" and "STOL" aircraft to conduct two simultaneous missions.

1.3.2.2. Aircraft must be able to fly under Instrument Meteorological Conditions (Equipped for Instrument Flight Rules (IFR) flight).

1.3.2.3. The aircraft must be multi-engined and turbine powered.

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

1.3.2.5. The contractor will position the aircraft for boarding at least 15-minutes prior to scheduled departure time.

1.3.2.6. USAFSOUTH AMD will provide the contractor a manifest prior to boarding. The contractor shall not permit any unauthorized personnel to board the aircraft.

1.3.2.7. The contractor shall verify passenger and cargo weights.

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

1.3.2.9. Aircraft shall have an onboard oxygen system readily available for passengers.

1.3.2.10. Contractor shall leave an accurate passenger manifest at departure airfields with the user.

1.3.2.11. Contractor shall present a safety briefing to all passengers prior to takeoff.

1.3.3. Primary "STOL" Requirement: Short Take-Off and Landing (STOL) airplane.

1.3.3.1. A STOL aircraft, for purposes of this contract, is defined as being capable of carrying a minimum payload (defined as passengers, personal baggage, and cargo) of 3,000 lbs in any combination (i.e., cargo only, passenger only, or combi) for a 300 Great Circle Statue Mile (GCSM) stage length non-stop, and capable of operating from 3,000 ft (Mean Sea Level) semi-prepared airstrips.

1.3.3.2. Transport cargo as large as 96" x 36" x 36" with a gross weight of 300 lbs. All cargo will be floor loaded or loaded on skids, where equipment is available.

1.3.3.3. Aircraft must be high-winged with cargo door or rear ramp.

1.3.3.4. The aircraft shall be capable of transporting at least twelve (12) passengers and personal baggage per mission on an "as required" basis.

1.3.3.5. Planning weight for passengers plus their baggage is 250 lbs per person.

1.3.4. Primary "Pressurized" Requirement: Pressurized Airplane

1.3.4.1. The pressurized airplane shall be capable of transporting at least seven (7) passengers and personal baggage per mission on an "as required" basis. Planning weight for passengers plus their baggage is 250 lbs per person. Aircraft must be capable of carrying a minimum payload of 3,000 lbs in any combination (i.e., cargo only, passenger only, or combi) for a 400 GCSM stage length non-stop.

1.3.4.2. Aircraft must be capable of taking-off and landing on prepared surfaced runways as short as 4,000 ft MSL.

1.3.4.3. Aircraft must be capable of transporting passenger/light cargo loads

1.3.4.3.1 Transit mountainous regions as high as 23,000 ft MSL.

1.3.4.3.2. Operate into airfields as high as 13,300 ft MSL. (For airfields above 10,000 ft the payload is calculated at +10 Celsius with a minimum payload of 1,750 lbs and a minimum runway length of 7,000 ft.)

1.3.5. Personnel Requirements:

1.3.5.1. All personnel performing under this contract are required to be US citizens, possess a Secret security clearance, speak English fluently, and possess a valid passport.

1.3.6. Transporting Hazardous Cargo (HAZMAT). Contractor shall have DOT approval to carry HAZMAT. Contractor shall provide a copy of any DOT exemptions to the Contracting Officer.

1.3.7. Intransit Visibility (ITV). Contractor shall provide to USAFSOUTH/AMD departure and arrival notifications at all locations via phone, fax, radio, or satellite phone.

2. Service Delivery Summary.

Performance Objective	PWS Paragraph	Performance Threshold
Departures will take place within 20 minutes of scheduled time	1.3.1.2	85% of Missions Depart as Scheduled.
Position the aircraft for boarding at least 15 minutes prior to scheduled departure time	1.3.2.5.	85% of Missions Position on Time or Early.
Contractor shall leave an accurate passenger manifest at departure airfields.	1.3.2.10	100% of monthly flights.
Aircrew shall provide Intransit Visibility (ITV) of all departures and arrivals	1.3.7.	100% of monthly flights.

3. Government Furnished Property and Services.

3.1. Services available at all locations.

- 3.1.1. Mission Schedule.
- 3.1.2. Passenger Manifest.
- 3.1.3. Hazardous Material (HAZMAT) Cargo and Disposition Instructions.
- 3.1.4. Material Safety Data Sheets (MSDS).
- 3.1.5. Intelligence briefings regarding current threats to airfields and aircraft for the route of flight to be flown.
- 3.1.6. Other services/property as approved by the installation commander.

3.2. Additional Services/Property available from USMILGP in Bogotá, Colombia.

- 3.2.1. In-country briefings.
- 3.2.2. Light Armor Vehicle (LAV) transportation will be provided to contract personnel, for official duty only.
- 3.2.3. Cellular phone-When required for Force Protection will be provided to the contract personnel.
- 3.2.4. Fuel. All fuel used in direct performance of this contract will be reimbursed. (The contractor shall submit valid fuel receipts with their invoice.)

4. General Information.

4.1. Contractor Station Manager.

- 4.1.1. The contractor shall assign a Station Manager, based in the USSOUTHCOM AOR, who is authorized to manage and administer this contract. The Station Manager shall be available by telephone 24 hours a day, 7 days a week.

- 4.1.2. The contractor shall furnish the Administrative Contract Officer (ACO) and Government representative with the name, address, and telephone number of the Contractor Station Manager who will serve as a liaison between the contractor, ACO, and the Government representative.
- 4.1.3. The Station Manager must have the authority to dispatch aircraft, adjust schedules, provide substitute service, and make decisions pertinent to airlift service in the name of the contractor.
- 4.2. **Security.**
 - 4.2.1. **Contractor Security.** Government Security Forces personnel will provide security and force protection procedures for the contractor while on military installations and during flight operations.
 - 4.2.2. **Military Installation Security.** While on military installations, or on military portions of commercial facilities, contract 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 contract personnel.
 - 4.2.3. **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. Information such as flight schedules, hotels where crews are staying, return trips, and other facts about the mission shall be kept close hold and only communicated to persons who have a need to know this information.
 - 4.2.4. **Aircraft Physical Security.** Contractor aircraft at military installations will receive the same degree of physical security as provided to military aircraft in like status.
 - 4.2.5. **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.
- 4.3. **Force Protection.**
 - 4.3.1. The contractor shall follow USSOUTHCOM/USAFSOUTH force protection requirements/recommendations when doing so will not alter the terms and conditions of this contract. If compliance with a USSOUTHCOM/USAFSOUTH 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 deemed to be at the contractor's expense.
 - 4.3.2. **Operational Risk Assessment.** The contractor shall assess the current situation (weather, intelligence, Notice To Airmen (NOTAMs) terrain, crew experience,

and tactical situation to include surface to air threats and airfield attacks) prior to launch to make an accurate risk assessment of each flight. The contractor shall keep the risk assessments on file for one (1) year and be made available to the appropriate authority upon request.

4.4. Communications. When operating missions, in the USSOUTHCOM AOR, the contractor's operations center will be required to maintain voice communications with the AFSOUTH/AMD through the USSOUTHCOM Flight Monitoring Facility (FMF), in accordance with DoD Flight Publication Area Planning 1 (AP/1). (520) 228-6812, cell (520) 349 1038, FAX (520) 228-3086.)

4.5 USSOUTHCOM Representative:
U.S. Southern Command
J3 Theater Airlift
3511 NW 91st Ave.
Miami, FL 33172
Ph: (305) 437-3022, 3023, 3024; Fax: (305) 437-2396
USCJ331@hq.southcom.mil

4.6. POST AWARD CONFERENCE

The contractor shall attend a Post-Award Conference prior to the start of performance. The administrative contracting officer will conduct this conference and, at a minimum, the contractor shall be represented by the contract administrator or program manager based in Panama. The carrier will be notified of the time and location not later than 14 days prior to the scheduled conference date.

4.7. POSITIONING AND DEPOSITIONING

The contractor will be reimbursed positioning and/or depositioning expenses incurred in moving aircraft to/from Panama in performance of this contract, if Option Year One (1 Oct 07-30 Sep 08) is not exercised. Hourly aircraft flying charges cannot exceed the hourly rates stated in the base contract period. Receipts detailing ferry related expenses must be provided to the administrative contracting officer. This reimbursable item will be evaluated for price reasonableness but will not be considered in the total price evaluation for award purposes.

4.8. ORDERING INSTRUCTIONS

This is an Indefinite Delivery/Indefinite Quantity contract. The administrative contracting officer in Command Acquisition at USTRANSCOM will issue and administer task orders pursuant to the terms and conditions of the contract. The Contracting Officer's Representative (COR) will act on behalf of the administrative contracting officer in technical and administrative matters. 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. The contractor shall not perform any work under this contract unless directed to do so by a task order.

**ADDITIONAL STANDARDS FOR DEPARTMENT OF DEFENSE (DOD)
CONTRACT AIRCRAFT OPERATIONS UNDER FAR PART 135
(NONCOMMUTER) (PASSENGER)**

All aircraft must be listed on air carrier's certificate, and flight crews must be trained, qualified, and scheduled in accordance with Federal Aviation Regulation (FAR Part 135) rules. This applies even when the contracted operations fall under FAR Part 91, or other FAR. In addition, air carriers shall comply with the following:

a. Operations:

(1) Pilots are responsible for ensuring correct computing and documenting of the weight and balance for all DOD flights and for assuring that the gross weight and center of gravity do not exceed the aircraft's limitations. Actual or interrogated weights must be used. Completed weight and balance forms from DOD flights will be maintained for a minimum of 30 days.

(2) Companies are required to maintain the last 30 days documentation for all DOD flights to demonstrate compliance with the flight locating requirements of FAR 135.79.

(3) Single-engine aircraft shall be limited to flight during daylight hours and under Visual Flight Rules (VFR) conditions only. Daylight hours are defined as 30 minutes before official sunrise to 30 minutes after official sunset; or in Alaska during extended twilight hours when terrain features can be readily distinguishable for a distance of at least one mile.

(4) All DOD passenger charters will be flown under Instrument Flight Rules (IFR) to the maximum extent possible.

(5) Helicopter Operations Only:

(a) Multi-engine helicopters may be used for night and instrument flight rules (IFR) operations providing the operator's certificate specifies such operations.

(b) US Navy Contracted Shipboard Landings: The pilot shall have completed training that is approved by the Navy and meet subsequent proficiency and currency requirements to ensure standardization with shipboard guidelines.

b. Aircrew Requirements:

(1) A pilot-in-command (PIC) and second-in-command (SIC) will be used:

(a) For all fixed-wing, whole-plane charters, except for flights supporting US Army Corps of Engineers operations-only missions.

(b) If the aircraft certificate requires a two-pilot crew, or has seating configuration for ten or more passengers.

(c) When the aircraft is operated under IFR.

(2) PIC and SIC (when required), must have at least 250 hours combined experience in their respective positions in the type of aircraft being operated. Type (as defined in FAR 135.293b) means any one of a group of airplanes as determined by the Federal Aviation Administration, (FAA) to have a similar means of propulsion, the same manufacturer, and no significantly different handling or flight characteristics. For helicopters, type (as defined in FAR 135.293b) means a basic make and model.

(a) The PIC's prior SIC time does not count towards the 250-hour requirement.

(b) The PIC must have 1,500 hours total pilot time and have logged 100 hours PIC time in the past 12 months.

(c) The PIC must have at least 10 takeoffs and 10 landings, and 50 hours in the type and model aircraft being operated.

(d) Float plane PICs must have at least 250 total hours in floatplane operations.

(3) The PIC and SIC (when required), shall be IFR qualified; i.e., both shall hold a commercial instrument rating for all DOD flights regardless of the weather or type of flight plan filed. (Not required for operations restricted to VFR only).

(a) Both pilots shall meet the currency requirements of FAR 135.247

(b) The PIC shall have a current FAR 135.297 instrument proficiency check and a current FAR Part 135.293 competency check.

(c) The SIC shall have a current FAR 135.293 competency check to include as a minimum one precision approach, one nonprecision approach, and one missed approach. The SIC must meet the instrument currency requirements of FAR 61.57(c).

(1) If the SIC is assigned to pilot only one type of aircraft for the DOD, that pilot must meet the instrument requirements of this section in that type of aircraft.

(2) If the SIC is assigned to pilot more than one type of aircraft for the DOD, that pilot must meet the instrument requirements of this section in each type of aircraft and the check shall alternate between the different types of aircraft that the pilot operates for the DOD.

c. Aircraft:

(1) Will have two or more engines (except for helicopters, float planes, and aircraft supporting U.S. Army Corps of Engineers operations-only missions).

(a) Meet the IFR performance requirements of FAR 135.181.

(b) Be turbine powered if more than nine passengers are carried.

(2) Aircraft will also meet the following standards:

(a) Will be maintained in a good state of repair and appearance. Aircraft showing deterioration or neglect such as unrepaired cracks, punctures, loose rivets, missing fasteners, deterioration of interior, paint, or windows are unacceptable for DOD use. These concerns are in addition to airworthiness requirements.

(b) Have on board, a complete set of aeronautical charts, and approach plates (for each required pilot), covering the area of operation.

(c) Have a first-aid kit and emergency equipment, accessible to the passengers and appropriate to the environment of operation.

(d) Have approved life preservers for overwater flights in accordance with FAR Part 91.205b(12), and helicopters will have emergency flotation gear (pop-out) or standard flotation gear (fixed floats).

(3) Aircraft operated single pilot for the DOD will possess the following navigation and communication equipment:

(a) Directional gyro

(b) Artificial horizon

(c) Rate of turn indicator

(d) Vertical speed indicator

(e) One type of FAA-approved navigation equipment such as an automatic direction finder (ADF) receiver system, with ADF indicator; VOR; global positioning system (GPS)/Loran, etc. A GPS shall be available for operations in remote areas where other navigational aids are not available.

(f) One ATC transponder for all Navy shipboard operations.

- (g) An emergency locator transmitter (ELT).
- (h) At least one Very High Frequency (VHF) receiver and transmitter.

(4) In addition to (3) above, aircraft operated with two pilots for the DOD shall be equipped for IFR operations and possess the following navigation and communication equipment.

- (a) Two independent navigation systems suitable for the location served, at least one navigation system will include VOR/DME capability.
- (b) Dual VHF receivers and transmitters.
- (c) Capability to perform a precision approach other than a ground controlled approach (GCA).
- (d) A transponder.

(5) The SIC position (when required to be filled) must include the following operable equipment:

- (a) The ability to manipulate all primary and auxiliary flight controls, lift/drag devices, and landing gear.
- (b) Airspeed indicator.
- (c) Altimeter.
- (d) Artificial horizon.
- (e) Gyroscopic direction indicator or equivalent.
- (f) An independent navigation system.

OPR: HQ AMC/DOB

1 November 2001

<https://amcpublish.scott.af.mil/dob/index.htm>

**WIDE AREA WORK FLOW – RECEIPT AND ACCEPTANCE (WAWF-RA)
ELECTRONIC RECEIVING REPORT AND INVOICING INSTRUCTIONS**

CONTRACT FA4428-07-D-0001

Questions concerning payment should be directed to the Defense Finance Accounting Services (DFAS) Limestone at (800) 390-5620 or faxed to (614) 693-2608. Please have your contract/order number and invoice number ready when calling about payment status.

The accounts payable mailing address can be located in Block 18a of your contract. You can easily access payment information using 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="FA442807D0001"/> | |
| 2. CAGE CODE: | <input type="text" value="7Y973"/> | |
| 3. PAY OFFICE DODAAC: | <input type="text" value="F67100"/> | |
| 4. TYPE OF DOCUMENT: | <input type="text" value="COMBO"/> | |
| 5.INSPECTION/ACCEPTANCE: | <input type="text" value="DESTINATION"/> | |
| 6. ISSUE DATE: | <input type="text" value="1 APR 2007"/> | |
| 7. ISSUE BY DODAAC: | <input type="text" value="FA4428"/> | |
| 8. ADMIN DODAAC: | <input type="text" value="HTC711"/> | |
| 9. INSPECT BY DODAAC: | <input type="text"/> | PLUS SIX EXT: <input type="text"/> |
| 10. SERVICE ACCEPTOR /: | <input type="text" value="HTC711"/> | PLUS SIX EXT: <input type="text" value="F7SCOM"/> |
| 11. LOCAL PROCESSING OFFICE: | <input type="text"/> | PLUS SIX EXT: <input type="text"/> |

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;">SECRET</div> b. LEVEL OF SAFEGUARDING REQUIRED <div style="text-align: center;">SECRET</div>	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)				3. THIS SPECIFICATION IS: (X and complete as applicable)	
a. PRIME CONTRACT NUMBER <div style="text-align: center;">X</div> <div style="text-align: center;">FA4428-07-D0001</div>		b. SUBCONTRACT NUMBER		a. ORIGINAL (Complete date in all cases) <div style="text-align: center;">X</div> <div style="text-align: center;">DATE (YYYYMMDD) 20070228</div>	
b. SOLICITATION OR OTHER NUMBER <div style="text-align: center;">X</div> <div style="text-align: center;">FA4428-06-R0003</div>		c. DUE DATE (YYYYMMDD) <div style="text-align: center;">20061215</div>		b. REVISED (Supersedes all previous specs) REVISION NO. DATE (YYYYMMDD)	
c. FINAL (Complete item 5 in all cases)		DATE (YYYYMMDD)			
4. IS THIS A FOLLOW-ON CONTRACT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under F11626-01-D0058 (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 EVERGREEN HELICOPTERS OF ALASKA 1935 MERRILL FIELD DRIVE ANCHORAGE, AK 99501-4113		b. CAGE CODE 7Y973		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) PACIFIC REGION DIS SOUTHERN SECTOR 3605 LONG BEACH BLVD LONG BEACH CA 90807	
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
8. ACTUAL PERFORMANCE					
a. LOCATION Commercial airlift services for the US Southern Command Area of Responsibility in South and Central America, and the Caribbean		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT					
10. CONTRACTOR WILL REQUIRE ACCESS TO:					
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
b. RESTRICTED DATA		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		b. RECEIVE CLASSIFIED DOCUMENTS ONLY	
d. FORMERLY RESTRICTED DATA		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	
e. INTELLIGENCE INFORMATION		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	
(1) Sensitive Compartmented Information (SCI)		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		e. PERFORM SERVICES ONLY	
(2) Non-SCI		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	
f. SPECIAL ACCESS INFORMATION		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		g. BE AUTHORIZED TO USE THE SERVICES OF DEPTUSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	
g. NATO INFORMATION		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		h. REQUIRE A COMSEC ACCOUNT	
h. FOREIGN GOVERNMENT INFORMATION		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		i. HAVE TEMPEST REQUIREMENTS	
i. LIMITED DISSEMINATION INFORMATION		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	
j. FOR OFFICIAL USE ONLY INFORMATION		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	
k. OTHER (Specify)		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		l. OTHER (Specify)	

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 ST, 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.

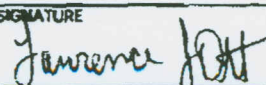
13. **SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged 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's US base of operations shall comply with the requirements in this contract and be granted, at a minimum, an interim Facility Clearance of SECRET prior to award of this contract. The contractor's Panama base will not require a Facility Clearance.

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 Lt Col Larry Ott USAF	b. TITLE Chief, J3 Theatre Airlift Division	c. TELEPHONE (Include Area Code) (305) 437 3022
d. ADDRESS (Include Zip Code) 3511 NW 91st AVENUE MIAMI FL 33172		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 		

DD FORM 254 (BACK), DEC 1999