

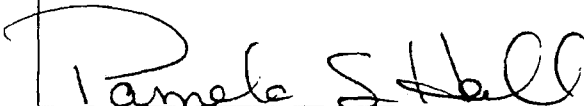
**UNITED STATES TRANSPORTATION COMMAND
(USTRANSCOM)**

SOLICITATION NUMBER HTC711-07-R-0018

CONTRACT NO. HTC711-07-D-0033

“AFGHANISTAN ROTARY WING TRANSPORT”

1 OCTOBER 2007

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 39	
2. CONTRACT NO. HTC711-07-D-0033		3. AWARD/EFFECTIVE DATE 01-Oct-2007		4. ORDER NUMBER		5. SOLICITATION NUMBER HTC711-07-R-0018	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CARRIE E. YEARIAN		b. TELEPHONE NUMBER (No Collect Calls) 229-2492		6. SOLICITATION ISSUE DATE 28-Jun-2007	
9. ISSUED BY USTRANSCOM COMMAND ACQUISITION 508 SCOTT DR SCOTT AFB IL 62225-5357 TEL: 618-256-4300 FAX: 618-256-9600		CODE HTC711		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 481211 SIZE STANDARD: 1500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS Net 30 Days	
						13a. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> UNDER DPAS (15 CFR 700)	
						13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9		CODE	
17a. CONTRACTOR/OFFEROR HUMMINGBIRD AVIATION, LLC CHARLES PRIESTLEY 501 N INDUSTRIAL PARK RD HAMMOND LA 70401-8236 TEL: 985-542-8350		CODE 3CVR9		18a. PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SERVICE ATTN: DFAS-BAASD/CC PO BOX 369020 COLUMBUS OH 43236-9020		CODE F67100	
		FACILITY CODE 3CVR9					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$66,154,084.00 EST	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 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. REF:				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED <u>08-Aug-2007</u> , YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED 14-Aug-2007	
							
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) PAMELA S. HALL / CONTRACTING OFFICER TEL: 618-229-2468 EMAIL: pamelahall@ustranscom.mil			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 39

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL

☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

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

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002) BACK
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

CONTINUATION OF SF1449 - WAWF**WIDE AREA WORK FLOW – RECEIPT AND ACCEPTANCE (WAWF-RA)
ELECTRONIC RECEIVING REPORT AND INVOICING INSTRUCTIONS****CONTRACT (number)**

Questions concerning payment should be directed to the Defense Finance and Accounting Service (DFAS) Rome, DFAS-RO-FPT, 325 Brooks 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="HTC711-07-D-0033"/>	
2. CAGE CODE:	<input type="text" value="3CVR9"/>	
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" value="14 AUG 07"/>	
7. ISSUE BY DODAAC:	<input type="text" value="HTC711"/>	
8. ADMIN DODAAC:	<input type="text" value="HTC711"/>	
9. INSPECT BY DODAAC:	<input type="text"/>	PLUS SIX EXT: <input type="text"/>
10. SERVICE ACCEPTOR / SHIP TO:	<input type="text" value="HTC711"/>	PLUS SIX EXT: <input type="text" value="F7SCOM"/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Positioning FFP Position aircraft into Afghanistan. Cost to position each aircraft is \$401,532.00. FOB: Destination SIGNAL CODE: A	7	Each	\$401,532.00	\$2,810,724.00

NET AMT	\$2,810,724.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Dedicated Monthly Rate - Aircraft #1 FFP Base Year 1 Oct 07 - 30 Sep 08 The contractor shall provide one rotary wing aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor). FOB: Destination SIGNAL CODE: A	12	Months	\$298,790.00	\$3,585,480.00

NET AMT	\$3,585,480.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		12	Months	\$298,790.00	\$3,585,480.00
	Dedicated Monthly Rate - Aircraft #2				
	FFP				
	Base Year 1 Oct 07 - 30 Sep 08				
	The contractor shall provide one rotary wing aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor).				
	FOB: Destination				
	SIGNAL CODE: A				

NET AMT	\$3,585,480.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		12	Months	\$298,790.00	\$3,585,480.00
	Dedicated Monthly Rate - Aircraft #3				
	FFP				
	Base Year 1 Oct 07 - 30 Sep 08				
	The contractor shall provide one rotary wing aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor).				
	FOB: Destination				
	SIGNAL CODE: A				

NET AMT	\$3,585,480.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		12	Months	\$298,790.00	\$3,585,480.00
	Dedicated Monthly Rate - Aircraft #4				
	FFP				
	Base Year 1 Oct 07 - 30 Sep 08				
	The contractor shall provide one rotary wing aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor).				
	FOB: Destination				
	SIGNAL CODE: A				

NET AMT	\$3,585,480.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		12	Months	\$298,790.00	\$3,585,480.00
	Dedicated Monthly Rate - Aircraft #5				
	FFP				
	Base Year 1 Oct 07 - 30 Sep 08				
	The contractor shall provide one rotary wing aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor).				
	FOB: Destination				
	SIGNAL CODE: A				

NET AMT	\$3,585,480.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		12	Months	\$298,790.00	\$3,585,480.00
	Dedicated Monthly Rate - Aircraft #6				
	FFP				
	Base Year 1 Oct 07 - 30 Sep 08				
	The contractor shall provide one rotary wing aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor).				
	FOB: Destination				
	SIGNAL CODE: A				

NET AMT	\$3,585,480.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		12	Months	\$298,790.00	\$3,585,480.00
	Dedicated Monthly Rate - Aircraft #7				
	FFP				
	Base Year 1 Oct 07 - 30 Sep 08				
	The contractor shall provide one rotary wing aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor).				
	FOB: Destination				
	SIGNAL CODE: A				

NET AMT	\$3,585,480.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Auxiliary Aircraft FFP Base Year 1 Oct 07 - 30 Sep 08. The Government can order additional aircraft to meet mission requirements within Afghanistan. Price will be negotiated upon exercise of this CLIN. Pricing for solicitation is not required. FOB: Destination SIGNAL CODE: A		Months		

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Blade Hour Rate FFP Base Year 1 Oct 07 - 30 Sep 08 Only blade 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. Blade flying hour rate should not include fuel. (Fuel is covered in a SLIN below). Flying to take place within Afghanistan. FOB: Destination SIGNAL CODE: A	10,500	Hours	\$2,690.00	\$28,245,000.00 EST

NET AMT	\$28,245,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011			Dollars, U.S.		

Reimbursables

COST

Base Year 1 Oct 07 - 30 Sep 08. Pricing for solicitation is not required.

The contractor will be reimbursed for all fuel purchases in direct support of this contract, Food/Lodging, Airport Fees, and any other items preapproved by the Contracting Officer. Claims for the fuel expense item shall be supported by paid receipts. For food/lodging, 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 the food/lodging 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. For 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.

FOB: Destination

SIGNAL CODE: A

ESTIMATED COST	\$10,000,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		7	Each	\$401,532.00	\$2,810,724.00
OPTION	Depositioning FFP Deposition aircraft into Afghanistan. Cost to deposition each aircraft is \$401,532.00. FOB: Destination SIGNAL CODE: A				

NET AMT

 \$2,810,724.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		12	Months	\$298,790.00	\$3,585,480.00
OPTION	Dedicated Monthly Rate - Aircraft #1 FFP Option Year One: 1 Oct 08 - 30 Sep 09 The contractor shall provide one rotary wing aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor). FOB: Destination SIGNAL CODE: A				

NET AMT	\$3,585,480.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		12	Months	\$298,790.00	\$3,585,480.00
OPTION	Dedicated Monthly Rate - Aircraft #2 FFP Option Year One: 1 Oct 08 - 30 Sep 09 The contractor shall provide one rotary wing aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor). FOB: Destination SIGNAL CODE: A				

NET AMT	\$3,585,480.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		12	Months	\$298,790.00	\$3,585,480.00
OPTION	Dedicated Monthly Rate - Aircraft #3 FFP Option Year One: 1 Oct 08 - 30 Sep 09 The contractor shall provide one rotary wing aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor). FOB: Destination SIGNAL CODE: A				

NET AMT	\$3,585,480.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		12	Months	\$298,790.00	\$3,585,480.00
OPTION	Dedicated Monthly Rate - Aircraft #4 FFP Option Year One: 1 Oct 08 - 30 Sep 09 The contractor shall provide one rotary wing aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor). FOB: Destination SIGNAL CODE: A				

NET AMT	\$3,585,480.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006		12	Months	\$298,790.00	\$3,585,480.00
OPTION	Dedicated Monthly Rate - Aircraft #5 FFP Option Year One: 1 Oct 08 - 30 Sep 09 The contractor shall provide one rotary wing aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor). FOB: Destination SIGNAL CODE: A				

NET AMT	\$3,585,480.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007		12	Months	\$298,790.00	\$3,585,480.00
OPTION	Dedicated Monthly Rate - Aircraft #6 FFP Option Year One: 1 Oct 08 - 30 Sep 09 The contractor shall provide one rotary wing aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor). FOB: Destination SIGNAL CODE: A				

NET AMT	\$3,585,480.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008		12	Months	\$298,790.00	\$3,585,480.00
OPTION	Dedicated Monthly Rate - Aircraft #7 FFP Option Year One: 1 Oct 08 - 30 Sep 09 The contractor shall provide one rotary wing aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor). FOB: Destination SIGNAL CODE: A				

NET AMT	\$3,585,480.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009			Months		
OPTION	Auxiliary Aircraft FFP Option Year One: 1 Oct 08 - 30 Sep 09 The Government can order additional aircraft to meet mission requirements within Afghanistan. Price will be negotiated upon exercise of this CLIN. Pricing for solicitation is not required. FOB: Destination SIGNAL CODE: A				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010		10,500	Hours	\$2,690.00	\$28,245,000.00 EST
OPTION	Blade Hour Rate FFP Base Year 1 Oct 08 - 30 Sep 09 Only blade 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. Blade flying hour rate should not include fuel. (Fuel is covered in a SLIN below). Flying to take place within Afghanistan. FOB: Destination SIGNAL CODE: A				

NET AMT

\$28,245,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011			Dollars, U.S.		
OPTION	Reimbursables COST Base Year 1 Oct 08 - 30 Sep 09. Pricing for solicitation is not required. The contractor will be reimbursed for all fuel purchases in direct support of this contract, Food/Lodging, Airport Fees, and any other items preapproved by the Contracting Officer. Claims for the fuel expense item shall be supported by paid receipts. For food/lodging, 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 the food/lodging 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. For 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. FOB: Destination SIGNAL CODE: A				

ESTIMATED COST

\$10,000,000.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
1009	Destination	Government	Destination	Government
1010	Destination	Government	Destination	Government
1011	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2007 TO 30-SEP-2008	N/A	USTRANSCOM COMMAND ACQUISITION CARRIE E. YEARIAN 508 SCOTT DR SCOTT AFB IL 62225-5357 229-2492 FOB: Destination	HTC711
0002	POP 01-OCT-2007 TO 30-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0003	POP 01-OCT-2007 TO 30-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711

0004	POP 01-OCT-2007 TO 30-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0005	POP 01-OCT-2007 TO 30-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0006	POP 01-OCT-2007 TO 30-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0007	POP 01-OCT-2007 TO 30-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0008	POP 01-OCT-2007 TO 30-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0009	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination	
0010	POP 01-OCT-2007 TO 30-SEP-2008	N/A	USTRANSCOM COMMAND ACQUISITION CARRIE E. YEARIAN 508 SCOTT DR SCOTT AFB IL 62225-5357 229-2492 FOB: Destination	HTC711
0011	POP 01-OCT-2007 TO 30-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
1001	POP 01-OCT-2008 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
1002	POP 01-OCT-2008 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
1003	POP 01-OCT-2008 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
1004	POP 01-OCT-2008 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
1005	POP 01-OCT-2008 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
1006	POP 01-OCT-2008 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
1007	POP 01-OCT-2008 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
1008	POP 01-OCT-2008 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711

1009	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination	
1010	POP 01-OCT-2008 TO 30-SEP-2009	N/A	USTRANSCOM COMMAND ACQUISITION CARRIE E. YEARIAN 508 SCOTT DR SCOTT AFB IL 62225-5357 229-2492 FOB: Destination	HTC711
1011	POP 01-OCT-2008 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-6 Alt 1	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.232-4	Payments Under Transportation Contracts and Transportation-Related Services Contracts	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.242-15	Stop-Work Order	AUG 1989
52.247-5	Familiarization With Conditions	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.212-7001 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (Deviation)	APR 2007
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.233-7001	Choice of Law (Overseas)	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2007) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the 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 the 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 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.

(b) Notwithstanding the requirements of any other clause in this contract, 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 \$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 (MAR 2007) (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 (Jun 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.

(c) 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.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 Oct 07 through 30 Sep 09.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the dedicated monthly rate for each aircraft for one (1) months service, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of the capacity of ten (10) dedicated aircraft;

(2) Any order for a combination of items in excess of 2,250 blade hours monthly ; or

(3) A series of orders from the same ordering office within thirty (30)days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3)days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 3 days of contract expiration.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days prior to end of the contract period of performance.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 months.

(End of clause)

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/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this 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 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQ AFSFC/SFPA, telephone DSN 945-7035/36 or commercial (210) 925-7035/36.

(End of clause)

TCAQ 07-03 TASK AND DELIVERY ORDER OMBUDSMAN. (Jan 2007)

In accordance with FAR 16.505(b)(5), the following individual is designated Ombudsman, for all awarded Afghanistan Rotary Wing contracts. The Ombudsman is an independent official designated to review complaints and to ensure contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Consulting the ombudsman does not alter or postpone the timelines for any other processes. Interested parties should first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. If resolution cannot be made by the contracting officer, concerned parties may contact:

Mr. Dale Huegen
Deputy Director, Acquisition
Directorate of Acquisition
Telephone Number: 618-256-4292 FAX: 618-256-4702
Email Address: dale.huegen@ustranscom.mil

TRANSFARS 5552.247-9000
5552.247-9000 Air Safety.

AIR SAFETY (APRIL 2007)

(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 (United States Transportation

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 5552.247-9001, "Requirement for Authorization to Engage in Air Transportation."

(End of Clause)

TRANSFARS 5552.247-9001

5552.247-9001 Requirement for Authorization to Engage in Air Transportation

REQUIREMENT FOR AUTHORIZATION TO ENGAGE IN AIR TRANSPORTATION (APRIL 2007)

(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 135 of the Federal Aviation Regulations (14 CFR 135) 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 clause 5552.247-9000, "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 imposed by the pertinent regulatory body shall have expired or 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 at the time that notice thereof is given by the contracting officer to the contractor's designee named in accordance with paragraph ____ of Section ____ of this contract. All flights, which were scheduled to be flown during the time any such suspension is in effect, will be canceled. A unilateral modification reflecting the cancellation and reducing the government's obligation accordingly will be issued by the contracting officer at the termination of the period during which this contract is suspended or after the expiration of the period of performance of this contract. Any such cancellation is not for the convenience of the government and is not a termination within the meaning of clause 52.249-2, "Termination for Convenience of the Government (Fixed-Price)." Such cancellation 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 clause 5552.247-9002, "Contractor's Failure to Provide Service."

(3) Terminate this contract in whole or in part under the procedures of the clause entitled "Default." If this contract is terminated for default pursuant to paragraph b, and if it is subsequently determined that termination for default is not appropriate, this contract shall then be considered to have been canceled pursuant to subparagraph b(4) below.

(4) Cancel this contract in whole or in part. Any such cancellation will be accomplished by the issuance of a unilateral modification and will not be a termination under the provisions of clause 52.249-2, "Termination for Convenience of the Government (Fixed-Price)," and neither party will be liable to the other party for costs incurred as a result of such cancellation.

(End of Clause)

ALTERNATE II (APRIL 2007). As prescribed by 5547.4-100(b)(3), when using FAR Part 12 procedures, insert substantially the same paragraph (b) to the basic clause. When contracting with an air carrier modify subparagraph (a) of the clause as appropriate to identify the applicable certificate and issuing authority.

(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 clause 5552.247-9002, "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."

(End of Clause)

TRANSFARS 5552.247-9002

5552.247-9002 Contractor's Failure to Provide Service.

CONTRACTOR'S FAILURE TO PROVIDE SERVICE (APRIL 2007)

(a) In the event that contractor's aircraft is unable to depart from any station, the government may invoke remedies which are set forth in this paragraph which will neither constitute a termination within the meaning of the clause entitled "Termination for Convenience of the Government," nor in any way diminish the government's rights under the clause entitled "Default." The rights and remedies of the government provided for in this paragraph are not exclusive and do not give rise to government liability for costs incurred and are in addition to any other government rights and remedies provided for by law or by this contract.

(b) Substitute Service. This term, as used herein, applies to the substitution of an aircraft to replace contractor's aircraft, which is unable to proceed from the departure station or from any en route station short of destination in accordance with schedules established pursuant to this contract. If the contractor fails to make an aircraft available

for departure within 16 hours subsequent to scheduled departure time for a passenger flight or a mixed flight from an originating station or an en route station, or within 4 hours of a scheduled departure time for a passenger flight or a mixed flight from an en route station where no holding facilities for passengers are available, or within 24 hours of a scheduled departure time for a cargo flight from either the originating station or an en route station, or for any flight within such lesser time as may be agreed to by the contractor's designee, the government may: (1) cancel the requirement for further movement of the defaulted flight; (2) require the contractor to transport the defaulted passengers or cargo by substitute service within such additional time as the contracting officer may allow; (3) acquire substitute service from commercial sources; or (4) reschedule the defaulted flight or transport the defaulted passengers or cargo, or any portion thereof, itself. The exercise of any of these options will be in accordance with the following:

(1) In the event that the requirement for further movement of the defaulted flight is canceled, the number of passengers equal to the Guaranteed Allowable Cabin Load (GACL) for the flight involved, or the number of pounds of cargo equal to the GACL of the flight involved, or the number of miles for the flight involved, will be subtracted from the government's guarantee. Any canceled requirement will be deleted from the contract by unilateral modification. If the failure to depart was from the originating station, contractor will not be paid any amount for the flight involved. If the failure to depart was from an en route station, the contractor will be paid at the USTRANSCOM negotiated uniform rate for that portion of the trip over which he did transport the passengers or cargo.

(2) If the contractor is required to transport the passengers or cargo of the defaulted flight by substitute service within such additional time as the contracting officer may allow, the contractor shall arrange and pay directly all costs involved in the transportation by the substitute aircraft. In this event, the contractor will be paid the full contract price for the flight involved, irrespective of the amount paid by him for this transportation by substitute aircraft. The substitute aircraft provided by the contractor must be of like type, 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 type substitute service, the contractor may, at his own expense, purchase the amount of space, by common carriage or otherwise, needed for the movement of the passengers or cargo of the defaulted flight. The purchase of such space must be approved by the contracting officer and must be obtained only from American Flag carriers, except that in the event an American Flag carrier is unavailable or not reasonably available for point-to-point substitute service within an overseas area, upon prior authorization of the contracting officer, the contractor may use a Foreign Flag schedule carrier for substitute service on an exception basis only and provided the requirements of the clause entitled "Preference for United States Flag Air Carriers," are complied with. In such event, contractor would be paid the contract price for the involved transportation. If contractor transports by purchase of common carriage only a part of the number of passengers or amount of cargo of the defaulted flight, he will only be paid for those passengers or cargo so transported, and the passengers or cargo not transported shall be deducted from the government's guarantee.

(3) The government may purchase substitute service from commercial sources. This can be by a substitute commercial aircraft or by the purchase from commercial sources of sufficient space to transport by common carriage or otherwise, the number of passengers or amount of cargo involved in the defaulted flight. In either event, the substitute service shall be deducted from the government's guarantee and the contractor would be charged by the government, any amount that the government had to pay to commercial sources which is in excess of the contract price for the transportation of the passengers or cargo involved for the distance involved. (If this substitute service is obtained for only a portion of a trip as provided in the contract, the contract price will be prorated for the distance involved in determining the amount due to the government.) Contractor will not be paid any amount for the defaulted flight except that he will be paid at the USTRANSCOM negotiated uniform rate for that portion of the trip, if any, over which he did transport the passengers or cargo on the flight involved. The contractor shall provide all services normally provided in connection with flights operating under this contract. In the event the defaulted flight was to be performed between military bases and the government procures common carriage substitute service, the defaulting contractor shall be responsible for the transportation between the military bases and the commercial terminal.

(4) The government may, in its discretion, elect to either reschedule the defaulted flight to a later time within the performance period of the contract or may move these passengers and/or this cargo, or any portion thereof. In this event, the number of passengers equal to the GACL for the flight involved, or the number of pounds of cargo to the GACL of the flight involved, or the number of miles for the flight involved will be subtracted from the government's guarantee and the contractor will be charged, by the government, the excess, if any, of the charge for this movement as computed under the provisions of DOD Rates (https://www.amcfm.scott.af.mil/filecabinet/docs/fy05/DoD_by_Zone.pdf) over the contract price. If this movement is utilized for only a portion of a trip as provided in the contract, the contract price will be prorated for the distance involved in determining the amount due the government. Contractor will not be paid any amount for transportation of the passengers or cargo of the defaulted flight except that he will be paid at the USTRANSCOM negotiated uniform rate for that portion of the trip, if any, over which he did transport said passengers or cargo in the flight involved.

(c) The contracting officer may permit the contractor to provide services with substitute aircraft having a lower Allowable Cabin Load (ACL). When such substitution of aircraft is permitted, the contractor shall be reimbursed at the rate per ton/pax mile established in the original award times the lesser ACL with a corresponding reduction in the government's guarantee. In addition or as an alternative to providing substitute aircraft having a lower ACL, the contracting officer may permit the contractor to acquire, at his own expense, the amount of space, by common carriage, needed for movement of the pax or cargo equal to the ACL of the aircraft originally scheduled for the flight, in which event the contractor will be paid at the contract rate for the pax and/or cargo within the GACL which are actually transported. The contracting officer may also permit the contractor to provide services with substitute aircraft having a higher ACL than the aircraft required for performance of services under the contract. In this event, the contractor will be reimbursed only the contract price for the flight as originally awarded.

(d) The contracting officer, in making his decisions and selections for substitute service, will use his discretion in such a manner as to mitigate contractor's liability for excess costs when reasonably possible. However, military needs and urgency will be the prime consideration in the exercise of this discretion.

(e) The provisions of Section C, Performance Work Statement, relative to contractor's responsibility for care of passengers, and for providing meals and billets, apply to all situations discussed in this clause, wherein the contractor failed to depart as scheduled. Contractor shall retain responsibility for passengers until such time as they are moved by the contractor or the government, or the requirement is canceled by the government.

(f) In the event the contractor fails to deliver any part of the GACL (pax or cargo) to manifested destination due to an accident, contractor will be paid at USTRANSCOM negotiated uniform rate only for that amount of pax or cargo delivered to manifested destination.

(End of Clause)

ALTERNATE II (APRIL 2007). As prescribed by 5547.4-100(c)(3), when using FAR Part 12 procedures, delete paragraphs (a) through (f) of the basic clause and substitute the following paragraphs (a) and (b) to the basic clause.

(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.

(End of Clause)

AIRCRAFT FILL-IN

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

TYPE OF AIRCRAFT Sikorsky SK-61N Helicopter

AIRCRAFT AVAILABLE SEATS: Nine (09) to nineteen (19)

AIRCRAFT RANGE: 300 nautical miles

AIRCRAFT TOTAL PAYLOAD: 9,000 pounds

Provide any additional details regarding aircraft that are relevant to this procurement.

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS)

ROTARY WING TRANSPORT

14-Aug-07

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1. DESCRIPTION OF SERVICES.

1.1. Scope of Contract. The contractor shall provide safe, operable helicopters to perform the services in accordance with this performance work statement. Services to be provided under this PWS include rotary wing transport of Class I – X supplies, U.S. Mail and passengers. The Government anticipates establishing hubs at Jalalabad Air Field (JAF), Kandahar Air Field (KAF), Salerno and Bagram Air Field (BAF). The Government anticipates the contractor positioning two to three rotary wing aircraft per hub at JAF, KAF and Salerno to transport passengers and cargo. BAF will be the hub for cargo only--no passengers.

1.1.1. Missions will be scheduled at least twenty-four (24) hours in advance, unless otherwise agreed to by the contractor and Quality Assurance Personnel (QAP). Each aircraft will be expected to fly missions daily. Weather and aircraft maintenance will be considered when scheduling missions.

1.1.2. The contractor shall coordinate all airlift movements originating out of Salerno and Jalalabad with the Aviation Brigade Elements at each location. For the BAF and KAF hubs, all airlift movements will be coordinated with the Aviation Brigade.

1.1.2.1. Mission Planning. The contractor will be notified at least 24 hours prior to a mission. A schedule of missions for the week may be given to the contractor in some locations if feasible. At least 12 hours prior to departure, a flight plan, to include call sign, radio frequency, flight route and time, must be filed with the designated US Military personnel. The US Government may suggest routes based on enemy threat, but contractor is solely responsible for eventual route taken. Helicopters must be equipped with UHF, VHF, and HF two-way radios to allow for communication with US Military ground units. Frequency range 30-400 MHz.

1.1.2.2. Emergency Missions. In some situations, the contractor may be required to fly a mission with only 12 hours notice. If an emergency mission arises, it will replace the scheduled mission for that day. In the event of an emergency mission, it will be imperative to file a flight plan as soon as possible and telephonically or by email contact destination FOB and inform of approximate arrival time and flight plan.

1.1.2.3. Airspace De-confliction. (1) The primary method of airspace de-confliction for the contractor will be adherence to filed flight plans. This will enable the US Government to know where and when contract aviation is flying in order to better ensure safety of both contract and US Government aircraft.. (2) Unless the contractor aircraft have communications with Landing Zone (LZ) or Pickup Zone (PZ) locations in uncontrolled airspace, the contractor will adhere to advisory calls. Upon departure or arrivals at all airfields in uncontrolled airspace, the contractor will transmit advisories on Afgan Advisory (118.50) and broadcast call sign, airfield departing or arriving from, flight level passing, flight level climbing to, and direction of flight. Contract aircraft will monitor Afgan Advisory (118.50) when operating in vicinity of uncontrolled airports that support fixed wing aircraft. (3) Helicopters are required to maintain at or below 500' AGL when operating within 10 NM of any operational airport capable of fixed wing arrivals and departures, unless approved by ATC (tower/approach).

1.1.2.4. Missions will be flown to FOBs and other destinations designated by the Government as directed by the COR or designated representative (such as Brigade Aviation Officer). The Contracting Officer will provide the Contractor in writing the names of the persons designated as COR. Missions may also be scheduled to unimproved locations. The contractor will be provided with longitude and latitude and/or a 10 digit grid coordinates of all mission destinations prior to departure. Contractor will not be required to fly into landing zones not approved by US Military or where enemy fire is being reported. Although missions may involve destinations throughout Afghanistan, the primary focus areas will be Jalalabad, KAF, Salerno, Sharana, Naray, Bagram, Kabul and their surrounding areas. Other destinations will be added on a mission-by mission basis. Contractors will only be paid for flights beginning at the hub to designated LZs and return to the hub (actual flight hours during mission execution). Flight hours are calculated from the moment rails are off the ground at the hub until the rails hit the ground at the hub at completion of a mission. Contractor flights not directed by the government are non-billable; example, flight to return to the contractor's home base.

1.1.3. Aircraft are not to land in areas where there is active fighting. Only after the Task Force Commander has declared an area "CLEAR" will the contractor resume normal operations into an area where active fighting recently occurred.

1.1.4. Pilferage and loss. The contractor shall maintain control of Government cargo, mail and passengers transported while conducting air operations. The contractor is liable for refunding the cost of any cargo lost while in possession of the carrier, except as a result of hostile action or defective U.S Government equipment. The contractor shall be liable for injury or death to passengers while those passengers are being transported by the contractor.

1.1.6. Schedule Reliability.

1.1.6.1. The contractor's schedule reliability rate shall be computed per calendar month by subtracting the total number of contractor-controllable delays during the month, from the contractor's total number of scheduled originating and turnaround station departures in that period, and dividing the remainder by the contractor's total number of scheduled originating and turnaround station departures for the period.

1.1.6.2. A delay shall be deemed to have occurred at the mission's originating or turnaround station if the contractor's aircraft departs more than 20 minutes after the scheduled departure time, except in those instances when the aircraft arrives at the next scheduled traffic stop destination on time.

1.1.6.3. The contractor shall maintain an 85 percent schedule reliability rate as the minimum acceptable standard of performance, based on 30 or more departures from originating or turnaround stations during a calendar month period. Where volume is less than 30 departures, reliability will be reviewed on a case-by-case basis. Failure to maintain an 85 percent schedule reliability rate will be reason for termination, pursuant to the Contract Clause entitled "Default." However, nothing in this paragraph shall limit the right of the Government to terminate this contract for cause for other reasons or to limit any other rights and remedies provided the Government by law or under this contract.

1.1.7. **Weather:** If the contractor fails to complete a route due to poor weather, he will be compensated for all complete legs flown, and for the leg being flown when mission was aborted, if the Government determines that the contractor had flown more than 50% of the distance between destinations on that leg. If the contractor departs on a transport mission and is unable to reach a destination due to poor weather, he will not be penalized. The contractor should return to the point of origin (hub) or nearest safe location, until the weather improves. Missions not completed due to poor weather will be rescheduled at the satisfaction of the government. For the contractor to refuse to fly a transport mission, due to marginal weather conditions, the weather must be such that US military helicopters are not flying, specifically ceilings below 700', visibility less than 2 nautical miles.

1.2. **Rotary Wing Requirements.** The following minimum criteria shall be met by all helicopters offered for service under this agreement.

1.2.1. The contractor will make available, at the Contracting Officer's request, a copy of each helicopter's maintenance history.

1.2.2. **Condition.** Every helicopter must be certified as airworthy by trained and certified mechanics for that specific airframe. Airworthy certificates must be made available to the government upon request. Preventive Maintenance service schedules for helicopters must conform to manufacturers recommended servicing intervals. The Government is entitled to perform an independent assessment of the condition of any contract helicopter at any time. The Government may also request that an independent assessment of any helicopter used in performance on this contract be conducted at contractor expense.

1.2.3. **Safety.** Each helicopter must meet, at a minimum, United States aviation safety requirements as established by the Federal Aviation Administration (FAA), Federal Aviation Regulation 135 and applicable DoD and Department of the Army (DA) rules and regulations.

1.2.4. **Aircraft Equipment.** All helicopters will maintain new first aid kits, fire extinguishers, and all aviation life support equipment required to be maintained on helicopter in accordance with applicable FAA, DoD, and/or DA standards. The aforementioned items shall be inspected for serviceability on a semi-annual basis. Documentation of the inspection shall be provided to the Contracting Officer Representative (COR) or designated Government representative such as the Brigade Aviation Officer or Mail Movement Officer in Charge within 10 calendar days of the inspection. Aircraft supporting operations at JAF, KAF and Salerno must maintain a serviceable cargo hook to conduct sling-load operations.

1.2.5. **Aircraft Inspection.** The government reserves the right to inspect helicopters, maintenance records, and employee records at any time.

1.2.6. **Aircraft Markings.** Authorized marking on all helicopters will be the contractors name on each side and as well as required markings such as tail numbers. Other identifying marking, such as "UN", "ISAF", "NATO" or "SFOR" are not allowed and must be removed.

1.2.7. Payloads.

1.2.7.1. The Government requires the movement of passengers as well as cargo with a maximum internal payload of 5,300 pounds and maximum slingload capability of 8,800 pounds for aircraft at the JAF, KAF and Salerno hubs. The Government anticipates two or three rotary wing aircraft at each hub to accomplish Government missions. Each aircraft shall be capable of flying between 150-225 hours monthly.

1.2.7.2. BAF will be the hub for cargo only--no passengers. The Government anticipates the contractor positioning one rotary wing aircraft at BAF capable of transporting an internal load of at least 5,300 pounds in all seasons of weather. The aircraft shall be capable of flying between 150 and 200 hours per month. The Government anticipates the contractor to fly six days a week, each mission averaging approximately seven hours. The contractor will deliver cargo from origin to destination. Cargo may consist of all classes of mail with the exception of registered mail. Cargo also includes Class I – IV, VI and VIII – X Supplies. The cargo will be configured for internal load. No special licenses or certifications are required to transport any cargo provided by the government.

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, and any supplements or any successor order.

1.3.2. The contractor shall obtain any necessary certifications to operate in the area of operation.

1.3.3. Risk. The government accepts no liability and is not required to provide any assistance should any contractor be taken hostage or be killed during any mission or while under contract with the government.

1.4 Support Operations.

1.4.1. Maintenance. The contractor shall perform both scheduled and unscheduled maintenance. No maintenance will occur on US Military installations without prior coordination and the express permission of the Government. Contractors must be aware that if their helicopter blocks the landing area of a US base for more than the allotted 30 minutes of ground time to unload, the helicopter may, if circumstances dictate, be forcibly moved by US personnel and that in this event the helicopter may be damaged or destroyed. The contractor will provide all parts, labor, and expertise necessary to complete required maintenance tasks. Maintenance down-time will be coordinated between the contractor and the customer or COR. The contractor shall provide a timetable for scheduled maintenance and an estimated completion time for unscheduled maintenance.

1.4.2. Recovery. The contractor is responsible for recovering disabled, damaged, or destroyed helicopters. The US Government may, at its discretion, assist if resources and time are available. Any recoverable cargo will be returned to the Government. If a helicopter has been disabled in enemy territory and is likely to be seized by the enemy, the contractor shall make every effort to destroy the cargo to prevent it from being recovered by the enemy.

1.4.3. Replacement Helicopter.

1.4.3.1. If a helicopter is out of operation and unable to complete missions the contractor shall provide a replacement helicopter ready to fly missions within 72 hours for missions operating out of JAF, KAF and Salerno. The 72 hour count begins as soon as the original helicopter is identified as not mission capable (NMC) during initial start of mission. That is, if the government requests a mission on a specific day and contractor is unable to fulfill

due to maintenance, the contractor has 72 hours from the time the original mission was scheduled to depart to have a fully mission capable (FMC) aircraft in the air ready to accomplish the mission.

1.4.3.2. The contractor shall provide a replacement helicopter ready to fly missions within 120 hours for missions operating out of BAF. If a helicopter is out of operation and unable to complete missions. The 120 hour count begins as soon as the original helicopter is found to be unable to fly a mission. That is, if the government requests a mission on a specific day and contractor is unable to fulfill due to maintenance, the contractor must have a helicopter in the air within 120 hours of determination that helicopter is unable to complete missions.

1.5. Passenger Service.

1.5.1. The Government estimates the movement of 100 passengers monthly, although this is not a guarantee and actual workload may not correspond to this estimate. The actual number of passengers will be determined by cargo, distance, altitude, and temperature at the desired location.

1.5.2. The contractor will be provided a passenger manifest prior to boarding. The contractor shall not permit any unauthorized personnel to board the aircraft. A copy of the passenger manifest will be left with the appropriate ground personnel at the departure airfield. The contractor will maintain passenger manifest until mission is complete. Eligible passengers include military forces whose country has signed an Acquisition Cross-Servicing Agreement (ACSA) with the U.S. Department of Defense (DoD), including, but not limited to, the Afghanistan National Army and Coalition Forces, Afghanistan National Army Police (ANAP) and all subordinate elements, and Afghanistan Border Police (ABP), personnel, including U.S. Armed Forces personnel, including U.S. Armed Forces personnel suffering from medical emergencies in which life, limb or eyesight may be lost, U.S. military media and U.S./non-U.S. civilian media in support of U.S. DoD operational needs and personnel needing evacuation due to a man-made or natural disasters. Local, provincial and national government representatives are not authorized to utilize rotary wing services provided under this contract for personal transportation.

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. All aircraft will utilize appropriate aviation restraining devices in order to ensure the safety transport of passengers. Contractor is not authorized to perform seats-out operations. Contractor is required to provide all aviation life support equipment required to transport all passengers.

1.6. Cargo Service.

1.6.1. The contractor will deliver cargo from origin to destination. Cargo may consist of CLASS I (Food and Water), CLASS II (General Supplies), CLASS III (Fuel), CLASS IV (Construction Materials), CLASS V (Ammunition—small arms, crew served weapons and mortars up to 81mm) CLASS VI (AAFES supplies), CLASS VII (Major End Items), CLASS VIII (Medical Supplies), CLASS IX (Repair Parts), or CLASS X (non-military goods such as humanitarian assistance items). The cargo will be configured for loading inside the cabin of the aircraft or prepared for slingload delivery. The contractor must be prepared to accept cargo in either configuration; internal or slingload. The contractor will be notified by the Government prior to loading of any cargo of a hazardous, flammable, or explosive nature and any such cargo must be properly documented and certified as per applicable military transport standards. No special licenses or certifications are required to transport any cargo provided by the government.

1.6.2. Shipping Document. When requested by Government representatives, contractors shall sign inventory documents for the loads they transport. This is to ensure that the same quantity and condition of cargo at origin, arrives intact at delivery destination.

2. SERVICE DELIVERY SUMMARY

Performance Objective	PWS Paragraph	Performance Threshold
Schedule and Perform all missions	1.1.6.1., 1.1.6.2. & 1.1.6.3.	85% of Missions Completed as Scheduled.
Take appropriate actions to de-conflict airspace	1.1.2.3.	100% of Missions
Contractor shall not allow unauthorized personnel or cargo on board.	1.5.2.	100% of Missions
Maintain accurate records.	1.2.5 & 4.12.1.	100% of Records Inspected

3. GOVERNMENT FURNISHED PROPERTY AND SERVICES WILL BE PROVIDED IF AVAILABLE.

3.1. Ramp space at hubs for contractor aircraft. Current hubs will be at JAF, KAF, Salerno and BAF. The Government anticipates the addition of other hubs in the future.

3.2 Utilities. The Government will provide utilities for office and working space at each hub location. The utilities provided shall be equivalent to those provided to other military and tenant organizations—no special or unique requirements will be supported. **The contractor shall be responsible for providing its own office and working space at each hub. The Government anticipates the contractor placing a temporary structure for office/working space. The contractor shall coordinate with the local functional engineering team at each site to obtain approval for its office/working space structure.**

Electricity, water (potable or non-potable), sewer, telephone will be provided at all hubs. Class A lines may not be available at all locations. Internet access and/or e-mail are available at all locations based on requirements and availability.

3.3. Fuel. The government will supply the same fuel US forces are using in current operations for all the helicopters. The contractor can expect JP-8 fuel to be provided. The Government will not make accommodations for unique fuel requirements (i.e. TS-1) and will not supply filtration or other systems to support contract rotary wing operations. Fuel will only be provided at the origin of the mission (JAF, KAF, Salerno and BAF) or other Government-designated bases, if available. Fuel will not be dispensed at the destination FOB's or Combat Outposts (CoP). Fuel consumed as a result of the contractor determining to replace or swap out helicopters shall not be provided by the Government. This would include fuel consumed flying from JAF, KAF, Salerno, BAF or one of the FOBs or future hubs to any other location where the contractor maintains air assets.

3.4. Billeting commensurate with that provided to US military forces shall be provided for contractor employees required to stay at military locations.

3.5. Class I subsistence for contractor employees required to stay at military locations.

3.6. Emergency medical services to preserve life will be provided to contractors on a reimbursable basis.

3.7. Weather Reports. The Government will provide, when available, weather reports to the contractor relevant to the impending flight path prior to departure.

3.8. Base transportation will be provided at all locations.

3.9 Reserved

3.10. Loading and Unloading

3.10.1. The Government may provide, at its discretion, loading and unloading assistance at JAF, KAF and Salerno. The contractor must be prepared to perform all loading and unloading in the absence of Government support, with the exception of external loads for which the government will furnish personnel and slings and nets to sling load under helicopter.

3.10.2. The Government will be responsible for loading and unloading cargo (U.S. mail and general cargo) onto the aircraft at BAF. The Government will provide strapping material to secure the load, if required.

3.11. Maintenance Resources

3.11.1 The Government will provide distilled or clean water for engine rinse and wash at all hubs.

3.11.2. Compressed nitrogen refills are possible at all hubs. Contractor must provide their own nitrogen containers/tanks.

3.11.3. The Government will provide a 60Hz power source at all hubs. Contractor is required to bring their own transformers or Generators to provide desired power.

3.11.4. Memorandum of Understanding between contractor and AVN Task Force required for the Government to provide the following:

- (1) Access to an overhead crane assembly with a free clearance height of 25' and a rated working capacity of at least 3,500 pounds.
- (2). Forklift capability with a height range of 18 feet and a lift capacity of 5,000 pounds
- (3) Light sources for nighttime maintenance. (Some FOBs do not allow white light maintenance on the flight line, however an MOU will provide the equipment or contractor brings own equipment.)
- (4) Fresh water washing facilities at all operating hubs

4. GENERAL INFORMATION

4.1. **Points of Contact.** The contractor will provide a point of contact within his or her company, fluent in English, to interface with the Contracting Officer, COR and QAP on issues concerning rotary wing transport. Names, business address, phone numbers, and hours of operation are the minimum information requirements. Contractor shall provide a 24-hour contact number and email address.

4.2. Security.

4.2.1. **Contractor security:** the contractor is responsible for providing security to ensure the helicopter, cargo and passengers are secure at all times, to include when helicopters are parked outside of US Military installations. No imagery or verbal relays of U.S. forces or their positions is permitted. It is the contractor's responsibility to obtain prior approval from the combatant commander to arm its personnel or install armament on its helicopters.

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 31-401. 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 and DOD 5220.22-M, paragraph 2-104. DOD 5220.22-M 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 5220.22-M, 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. Training will be provided at the applicable base installation at the time of contract performance. 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 (will be provided if required for mission execution) 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.

4.3.2. Operational Risk Assessment. The contractor shall assess the current situation (weather, intel, 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 the file for 1 year.

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, Geneva Convention Cards and Common Access Cards (CAC):

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) and Common Access Cards (CAC):** 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 and a CAC Card. Contractor personnel will be required to have access to the Contractor Verification System (CVS) to process CAC card applications. The CVS website is <https://www.dmdc.osd.mil/appj/cvs/login>. Contractor is required to provide USTRANSCOM/TCAQ with their name, social security number, date of birth and e-mail address in order to be entered into CVS. TCAQ will provide username and password to contractor employee for submittal of application for CAC card. CVS allows contractor to be issued a CAC card from any DEERS office before going overseas. CJTF-82 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** When operating missions, the contractor's operations center will be required to maintain secure voice communications with the Bagram Airbase Operations Centers.

4.7. Aircrew Duty Day Requirements Crew duty day requirements are governed by Federal Aviation Regulation Part 135 or 121.

4.8. Flying In Controlled Airspace 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 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.

4.10. Safety Barriers 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 representative will initiate an operational immediate message to the next higher headquarters with a copy to the USTRANSCOM, TCAQ Contracting Officer. In cases where such deficiencies exist, only the FAA representative has the authority to ground the commercial aircraft in question.

4.12. Required Reports

4.12.1. Daily Log. The contractor will maintain a daily record of all completed missions. The log shall be maintained by the contractor's aircrew for each mission and shall detail the internal cargo load and document delivery of the cargo at each destination. A Government representative will sign this log upon loading and unloading the aircraft, verifying the cargo was successfully transported. The contractor shall make these records available to the COR on a regular basis as determined by the COR.

4.12.2. 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.
Number of injured and fatalities aboard the aircraft.
- (8) Condition of baggage or Government-owned material, if any, on board.

4.12.3. 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.

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

4.12.5. DOD Casualties: In cases where a death occurs on a contractor's aircraft, the passenger information shall be furnished to the Air Mobility Division, Al-Udied, Qatar: If available, include the following: 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.

4.12.6. 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, USTRANSCOM/TCAQ.

4.12.7. 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 USTRANSCOM/TCAQ during the next business day.

APPENDIX DEFINITIONS

Act of God - An act of uncontrollable and unpredictable force such as a storm, flood, or other act of nature.

Contracting Officer's Representative (COR) - An appointed assistant of the Contracting Officer authorized to administer the terms of the contract.

Criminal Act - A violation of a civilian criminal law, ordinance, or regulation.

Fair Wear and Tear - The deterioration of equipment attributed to normal usage considering local conditions.

FOB - Forward Operating Base.

Fully Mission Capable (FMC) - Helicopter is fully operational and capable of executing missions (slingload and internal load).

Hostile Act - An act of war.

Hub - Locations from which contractors will start assigned missions.

Landing Zone (LZ) – Area designated for aircraft arrival.

Non-Mission Capable(NMC)/Disabled Helicopter - A damaged, worn out, or malfunctioning helicopter that cannot accomplish the mission (Internal Cargo, Slingloads)

Partly Mission Capable (PMC) – A helicopter that can accomplish part of the mission (unserviceable cargo hook limits Slingload capability) and is awaiting parts or maintenance to regain Fully Mission Capable (FMC) status.

Pickup Zone (PZ) – Area designated to pick up cargo/passengers.

Scheduled Maintenance - Periodic prescribed inspections or servicing of aircraft or equipment, accomplished on a calendar, mileage, or flight-hours basis to ensure the aircraft is safe and fully operational to execute missions.

Unscheduled Maintenance - Maintenance that is not scheduled but is required to correct deficiencies and to restore the helicopter or equipment to a serviceable condition.