

**UNITED STATES TRANSPORTATION COMMAND
(USTRANSCOM)**

SOLICITATION NUMBER HTC711-07-R-0014

CONTRACT NO. HTC711-08-D-0014

**“PRESSURIZED SHORT TAKE-OFF AND LANDING
AIRLIFT SERVICES FOR U.S. CENTRAL COMMAND”**

17 JANUARY 2008

| | | | | | | | |
|--|------------------------------------|--|--|--|----------|---|------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30 | | | | 1. REQUISITION NUMBER | | PAGE 1 OF 42 | |
| 2. CONTRACT NO. HTC711-08-D-0014 | | 3. AWARD/EFFECTIVE DATE 17-Jan-2008 | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER HTC711-07-R-0014 | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME PAMELA S. HALL | | | | b. TELEPHONE NUMBER (No Collect Calls) 618-256-4300 | |
| 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: 500 | | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER 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 USTRANSCOM COMMAND ACQUISITION PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 | | CODE HTC711 | | 16. ADMINISTERED BY SEE ITEM 9 | | | |
| 17a. CONTRACTOR/OFFEROR PRESIDENTIAL AIRWAYS INC 114 HANGAR LANE CAMDEN NC 27921-0000 TEL. 252-435-0729 | | CODE 1WVA5 FACILITY CODE | | 18a. PAYMENT WILL BE MADE BY DFAS-RO-FPT 325 BROOK ROAD ROME NY 13441-4527 | | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| SEE SCHEDULE | | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$6,933,825.00 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>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | 29. AWARD OF CONTRACT: REFERENCE <input checked="" type="checkbox"/> OFFER DATED . 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) <i>Pamela S Hall</i> | | 31c. DATE SIGNED 17-Jan-2008 | |
| 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: 618-256-6646 EMAIL: pamela.hall@ustrancom.mil | | | |

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

PAGE 2 OF 42

| 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

Section SF 1449 - CONTINUATION SHEET

CONTINUATION PAGE - 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"/> | |
| 2. CAGE CODE: | <input type="text" value="1WVA5"/> | |
| 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="15 JAN 08"/> | |
| 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 | | 6 | Months | \$358,075.00 | \$2,148,450.00 |

Base Year Monthly Service

FFP

The contractor shall provide one pressurized aircraft to be available for Short Take Off and Landing (STOL) services IAW attached Performance Work Statement (PWS). If aircraft is not able to be in country by 19 Jan 08, the price for the partial month will be divided by 31 and multiplied by the number of days the aircraft is in country in order to allow for partial payment commensurate with time in country in support of this contract. Base Year Period of Performance is 19 Jan 08, or from date of award, through 30 Jun 08.

FOB: Destination

SIGNAL CODE: A

NET AMT

\$2,148,450.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|--------|--------------|----------------|
| 0002 | | 5 | Months | \$358,075.00 | \$1,790,375.00 |

Base Year Monthly Service

FFP

The contractor shall provide one pressurized aircraft to be available for STOL services IAW attached Performance Work Statement (PWS). If aircraft is unable to be in country by 1 Feb 08, the price for the partial month will be divided by 29 and multiplied by the number of days the aircraft is in country in order to allow for partial payment commensurate with time in country in support of this contract. Base Year Period of Performance is 1 Feb 08, or from date of award, through 30 Jun 08.

FOB: Destination

SIGNAL CODE: A

NET AMT

\$1,790,375.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|-------|------------|--------------------|
| 0003 | | 1,500 | Hours | \$1,386.00 | \$2,079,000.00 EST |
| | Base Year Flying Hours Pressurized FFP | | | | |
| | Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block out" to "block in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, which is covered under CLIN 0004. Base Year Period of Performance is from 19 Jan 08, or from date of award, through 30 Jun 08. | | | | |
| | FOB: Destination | | | | |
| | SIGNAL CODE: A | | | | |

| | |
|---------|-----------------------|
| NET AMT | \$2,079,000.00 (EST.) |
|---------|-----------------------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------------------|------------|------------------|
| 0004 | | 670,000 | Dollars, U.S. | \$1.00 | \$670,000.00 EST |
| | Base Year Reimbursable Cost FFP | | | | |
| | The contractor will be reimbursed for the following items: all fuel purchases in direct support of this contract, food/lodging expenses, airport fees, CRC Training and any other items preapproved by the Contracting Officer. Claims for the fuel expense item shall be supported by paid receipts. For food/lodging expenses, 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. Base Year Period of Performance is 19 Jan 08, or from date of award, through 30 Jun 08. | | | | |
| | FOB: Destination | | | | |
| | SIGNAL CODE: A | | | | |

| | |
|---------|---------------------|
| NET AMT | \$670,000.00 (EST.) |
|---------|---------------------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|--------------|--------------|
| 0005 | | 2 | Each | \$123,000.00 | \$246,000.00 |

Mobilization

FFP

Mobilization Costs to position aircraft, personnel, equipment, and spares into Bagram AB Afghanistan.

FOB: Destination

SIGNAL CODE: A

NET AMT

\$246,000.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|--------|--------------|----------------|
| 1001 | | 12 | Months | \$364,416.00 | \$4,372,992.00 |

OPTION

Option Yr 1 Monthly Service

FFP

The contractor shall provide one pressurized aircraft to be available for STOL services IAW attached Performance Work Statement (PWS). Option Year One (1) Period of Performance is from 1 Jul 08 through 30 Jun 09.

FOB: Destination

SIGNAL CODE: A

NET AMT

\$4,372,992.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|--------------|----------------|
| 1002 | | 12 | Months | \$364,416.00 | \$4,372,992.00 |
| OPTION | Option Yr 1 Monthly Service FFP The contractor shall provide one pressurized aircraft to be available for STOL services IAW attached Performance Work Statement (PWS). Option Year One (1) Period of Performance is from 1 Jul 08 through 30 Jun 09. FOB: Destination SIGNAL CODE: A | | | | |

| | |
|---------|----------------|
| NET AMT | \$4,372,992.00 |
|---------|----------------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|-------|------------|--------------------|
| 1003 | | 3,000 | Hours | \$1,428.00 | \$4,284,000.00 EST |
| OPTION | Option Yr 1 Flying Hours Pressurized FFP Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block out" to "block in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, which is covered under CLIN 1004. Option Year One (1) Period of Performance is from 1 Jul 08 through 30 Jun 09. FOB: Destination SIGNAL CODE: A | | | | |

| | |
|---------|-----------------------|
| NET AMT | \$4,284,000.00 (EST.) |
|---------|-----------------------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|-----------|------------------|------------|--------------------|
| 1004 | | 1,260,000 | Dollars, U.S. | \$1.00 | \$1,260,000.00 EST |

OPTION Option Yr 1 Reimbursable Costs
FFP

The contractor will be reimbursed for the following items: all fuel purchases in direct support of this contract, food/lodging expenses, airport fees, CRC Training 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. Option Year One (1) Period of Performance is from 1 Jul 08 through 30 Jun 09.

FOB: Destination

SIGNAL CODE: A

NET AMT

\$1,260,000.00 (EST.)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|--------|--------------|----------------|
| 2001 | | 12 | Months | \$370,947.00 | \$4,451,364.00 |

OPTION Option Yr 2 Monthly Service
FFP

The contractor shall provide one pressurized aircraft to be available for STOL services IAW attached Performance Work Statement (PWS). Option Year Two (2) Period of Performance is from 1 Jul 09 through 30 Jun 10.

FOB: Destination

SIGNAL CODE: A

NET AMT

\$4,451,364.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|--------------|----------------|
| 2002 | | 12 | Months | \$370,947.00 | \$4,451,364.00 |
| OPTION | Option Yr 2 Monthly Service FFP The contractor shall provide one pressurized aircraft to be available for STOL services IAW attached Performance Work Statement (PWS). Option Year Two (2) Period of Performance is from 1 Jul 09 through 30 Jun 10. FOB: Destination SIGNAL CODE: A | | | | |

| | |
|---------|----------------|
| NET AMT | \$4,451,364.00 |
|---------|----------------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|-------|------------|--------------------|
| 2003 | | 3,000 | Hours | \$1,470.00 | \$4,410,000.00 EST |
| OPTION | Option Yr 2 Flying Hours Pressurized FFP Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block out" to "block in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, which is covered under CLIN 2004. Option Year Two (2) Period of Performance is from 01 Jul 09 through 30 Jun 10. FOB: Destination SIGNAL CODE: A | | | | |

| | |
|---------|-----------------------|
| NET AMT | \$4,410,000.00 (EST.) |
|---------|-----------------------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|--------------|----------------|
| 3002 | | 12 | Months | \$377,674.00 | \$4,532,088.00 |
| OPTION | Option Yr 3 Monthly Service FFP The contractor shall provide one pressurized aircraft to be available for STOL services IAW attached Performance Work Statement (PWS). Option Year Three (3) Period of Performance is from 1 Jul 10 through 30 Jun 11. FOB: Destination SIGNAL CODE: A | | | | |
| NET AMT | | | | | \$4,532,088.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|-------|------------|-----------------------|
| 3003 | | 3,000 | Hours | \$1,515.00 | \$4,545,000.00 EST |
| OPTION | Option Yr 3 Flying Hours Pressurized FFP Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block out" to "block in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, which is covered under CLIN 3004. Option Year Three (3) Period of Performance is from 01 Jul 10 through 30 Jun 11. FOB: Destination SIGNAL CODE: A | | | | |
| NET AMT | | | | | \$4,545,000.00 (EST.) |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|-----------|------------------|------------|--------------------|
| 3004 | | 1,389,150 | Dollars, U.S. | \$1.00 | \$1,389,150.00 EST |

OPTION Option Yr 3 Reimbursable Costs
FFP

The contractor will be reimbursed for the following items: all fuel purchases in direct support of this contract, food/lodging expenses, airport fees, CRC Training 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. Option Year Three (3) Period of Performance is from 01 Jul 10 through 30 Jun 11.

FOB: Destination

SIGNAL CODE: A

NET AMT

\$1,389,150.00 (EST.)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|--------------|--------------|
| 3005 | | 2 | Each | \$123,000.00 | \$246,000.00 |

OPTION Demobilization
FFP

Demobilization Costs to demobilize all aircraft, personnel, equipment, and spares out of Bagram AB Afghanistan.

FOB: Destination

SIGNAL CODE: A

NET AMT

\$246,000.00

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|------|-----------------------------------|----------|---|--------|
| 0001 | POP 19-JAN-2008 TO 30-JUN-2008 | N/A | USTRANSCOM COMMAND ACQUISITION PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination | HTC711 |
| 0002 | POP 19-JAN-2008 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HTC711 |
| 0003 | POP 19-JAN-2008 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HTC711 |
| 0004 | POP 19-JAN-2008 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HTC711 |
| 0005 | POP 19-JAN-2008 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HTC711 |
| 1001 | POP 01-JUL-2008 TO 30-JUN-2009 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HTC711 |
| 1002 | POP 01-JUL-2008 TO 30-JUN-2009 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HTC711 |
| 1003 | POP 01-JUL-2008 TO 30-JUN-2009 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HTC711 |
| 1004 | POP 01-JUL-2008 TO 30-JUN-2009 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HTC711 |
| 2001 | POP 01-JUL-2009 TO 30-JUN-2010 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HTC711 |
| 2002 | POP 01-JUL-2009 TO 30-JUN-2010 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HTC711 |
| 2003 | POP 01-JUL-2009 TO 30-JUN-2010 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HTC711 |
| 2004 | POP 01-JUL-2009 TO 30-JUN-2010 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HTC711 |
| 3001 | POP 01-JUL-2010 TO 30-JUN-2011 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HTC711 |
| 3002 | POP 01-JUL-2010 TO 30-JUN-2011 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HTC711 |
| 3003 | POP 01-JUL-2010 TO 30-JUN-2011 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HTC711 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|-----------|------------------|------------|--------------------|
| 2004 | | 1,323,000 | Dollars, U.S. | \$1.00 | \$1,323,000.00 EST |

OPTION Option Yr 2 Reimbursable Costs
FFP

The contractor will be reimbursed for the following items: all fuel purchases in direct support of this contract, food/lodging expenses, airport fees, CRC Training 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. Option Year Two (2) Period of Performance is from 01 Jul 09 through 30 Jun 10.

FOB: Destination

SIGNAL CODE: A

NET AMT

\$1,323,000.00 (EST.)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|--------|--------------|----------------|
| 3001 | | 12 | Months | \$377,674.00 | \$4,532,088.00 |

OPTION Option Yr 3 Monthly Service
FFP

The contractor shall provide one pressurized aircraft to be available for STOL services IAW attached Performance Work Statement (PWS). Option Year Three (3) Period of Performance is from 1 Jul 10 through 30 Jun 11.

FOB: Destination

SIGNAL CODE: A

NET AMT

\$4,532,088.00

| | | | | |
|------|-----------------------------------|-----|---|--------|
| 3004 | POP 01-JUL-2010 TO 30-JUN-2011 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HTC711 |
| 3005 | POP 01-JUL-2010 TO 30-JUN-2011 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HTC711 |

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------------|---|----------|
| 52.202-1 | Definitions | JUL 2004 |
| 52.203-6 Alt I | 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 |
| 52.222-50 | Combating Trafficking in Persons | AUG 2007 |
| 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 |
| 52.232-33 | 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 |
| 252.204-7005 | Oral Attestation of Security Responsibilities | NOV 2001 |
| 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) | JAN 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 |
| 252.225-7043 | Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States | MAR 2006 |
| 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 19 Jan 08 through 30 Jun 11.

(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 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 two (2) dedicated aircraft;

(2) Any order for a combination of items in excess of eight (8) hours of flight time per day per aircraft; 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)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 7 days of contract expiration date.

(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 the end of the contract period or 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 (insert the period of time within which the Contracting Officer may exercise the option); 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 48 months.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 Sep 2008. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 Sep 2008, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(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)

52.225-7043 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 the United States Central Command (USCENTCOM).

TRANSFARS 5552.247-9000

5552.247-9000 Air Safety.

As prescribed in 5547.4-100(a) http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/af_afmc/affars/5347.htm - TopOfPage insert the following clause in solicitations and contracts:

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

As prescribed in 5547.4-100(b)(1), insert the following clause in solicitations and contracts:

**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.

As prescribed in 5547.4-100(c)(1) insert the following clause in solicitations and contracts:

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

PRESSURIZED AIRCRAFT INFORMATION:

TYPE OF AIRCRAFT: CASA 235

AIRCRAFT TAIL NUMBERS: N981BW and N983BW

AIRCRAFT BLOCK SPEED/HOUR: 225 KNOTS

AIRCRAFT AVAILABLE SEATS: 18

AIRCRAFT RANGE: 400 NM (+1.5 HOURS RESERVE)

AIRCRAFT TOTAL PAYLOAD: 7,500 LBS - 2 POSITIONS TO CARRY 463L (88x108) PALLETS

AI 25.3

Compliance with Laws and Regulations (5 Nov 07). The Contractor shall comply with, and shall ensure that its personnel and its subcontractors and subcontractor personnel at all tiers obey all existing and future U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps fragmentary orders, instructions and directives.

Contractor employees performing in the USCENTCOM Area of Operations are under the jurisdiction of the Uniform Code of Military Justice (UCMJ). Under the UCMJ, U.S. commanders may discipline contractor employees for criminal offenses. Contractors shall advise the Contracting Officer if they suspect an employee has committed an offense. Contractors shall not permit an employee suspected of a serious offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

(End)

AI 22.1

Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports (5 Nov 07): All contractors ("contractors" herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain

the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

Contractors are also required to comply with the following provisions:

- 1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
- 2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.
- 3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
- 4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet (50 sf) is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.
- 5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.
- 6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.

Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(End)

AI 25.2

Fitness for Duty and Limits on Medical / Dental Care in Iraq and Afghanistan (5 Nov 07): The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, CENTAF, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year)) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent

syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated January 4, 2007, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

Inpatient daily rate: \$1,918.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

Outpatient visit rate: \$184.00. This includes diagnostic imaging, laboratory/pathology, and pharmacy provided at the medical facility.

(End)

VETTING LANGUAGE

VETTING: The contractor shall establish a system to ensure that all personnel meet the qualifications set forth herein. Additionally, the contractor is responsible for ensuring that all personnel have no criminal history. The contractor shall ensure that all contractor personnel who work under this contract either in and out process through CRC Fort Benning or go through contractor provided screening equivalent to the requirements of CRC Fort Benning. The contractor is responsible for remaining current on CRC pre and post deployment standards. After personnel have been vetted, the contractor shall submit a Letter of Authorization for each member. The contractor shall receive a signed Letter of Authorization for their workforce before they begin deployment. (END)

AI 25.4

AI 25.4 Quarterly Contractor Census Reporting. Insert the following mandatory language in the Statement of Work of all service and construction contracts.

Quarterly Contractor Census Reporting (5 Nov 07). The prime contractor will report upon contract award and then quarterly (i.e. NLT 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information for the prime contract and all subcontracts under this contract:

- (1) The total number of employees performing on the contract who receive any support benefits, including but not limited to billeting, food, use of exchanges, laundry;
- (2) The total number of employees performing on the contract by host nation and non-host nation;
- (3) The names and contact information of its subcontractors at all tiers; and
- (4) The name of all POCs who are responsible for entering and updating employee data in the Synchronized Predeployment & Operational Tracker IAW DFAR 252.225-7040 DOD class deviation 2007-O0004 or DFAR DOD class deviation 2007-O0010.

(End)

DFARS DEVIATION 2007-O0010**DFARS Deviation 2007-O0010: Contractor Personnel in U.S. Central Command Area of Responsibility****CONTRACTOR PERSONNEL IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2007-O0010)**

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

“Chief of mission” means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

“Combatant commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

(b) *General.* (1) This clause applies when contractor personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR), and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, contractor personnel are only authorized to use deadly force in self defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.* (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before contractor personnel depart from the United States or a third country, and before contractor personnel residing in the host country begin contract performance in the USCENTCOM AOR, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a local national or ordinarily resident in the host country that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 *et seq.*);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENTCOM AOR to—

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.* (1) The Contractor shall enter, before deployment, or if already in the USCENTCOM AOR, enter upon becoming an employee under this contract, and maintain current data, including departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third country nationals, and local national contractor personnel, who are performing this contract in the USCENTCOM AOR. This requirement excludes—

- Personnel hired under contracts for which the period of performance is less than 30 days; and
- Embarked contractor personnel, while afloat, that are tracked by the Diary Message Reporting System.

(2) The automated web-based system to use for this effort is the Synchronized Predeployment and Operational Tracker (SPOT). Follow these steps to register in and use SPOT:

(i) SPOT registration can be accomplished by either a Common Access Card or through an Army Knowledge Online (AKO) account.

(ii) In order to obtain an AKO account, the Contractor shall—

(A) Request the Contracting Officer or other Government point of contract to sponsor its AKO guest account;

(B) Go to <http://www.us.army.mil>;

(C) Enter the AKO sponsor username; and

(D) After AKO registration, contact the sponsor to confirm registration.

(iii) *Registration in SPOT.*

(A) Register for a SPOT account at <https://iel.kc.us.army.mil/spotregistration/>.

(B) The customer support team must validate user need. This process may take 2 business days. Company supervisors will be contacted to determine the appropriate level of user access.

(iv) *Access to SPOT.* Upon approval, all users will access SPOT at <https://iel.kc.us.army.mil/spotracker>.

(v) *SPOT Questions.* Refer SPOT application assistance questions to the Customer Support Team at 717-506-1358 or SPOT@technisource.com.

(3) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive the data card.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.* (1) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The _____ [*Contracting Officer to specify individual, e.g. Contracting Officer Representative, Regional Security Officer, etc.,*] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable Department of Defense and agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.* (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.* (1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery.* In the case of isolated, missing, detained, captured or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.* (1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee—

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs.* Mortuary affairs for contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform in the USCENTCOM AOR.

(End of clause)

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT

PRESSURIZED SHORT TAKE-OFF AND LANDING AIRLIFT SERVICES FOR US CENTRAL COMMAND

6 Nov 07

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1. Description of Services.

1.1. Scope of Contract. Provide all fixed-wing aircraft, personnel, equipment, tools, material, maintenance, and supervision necessary to perform two (2) simultaneous missions. All aircraft must be capable of Short Take-Off and Landing (STOL) passenger and cargo air transportation services that the DOD elects to perform via commercial charter. Missions will operate to locations in Afghanistan, Uzbekistan, Pakistan, and Kyrgyzstan. Specific locations will be provided at the time of mission scheduling, however, the following list contains some potential ICAO's.

| The pressurized aircraft can land at the following locations: | |
|--|------------------------|
| ICAO | Location |
| OAIX | Bagram |
| OAZ2 | Deh Dadi |
| OAHR | Herat LZ |
| OPRN | Islamabad |
| OAJL | Jalalabad |
| OAKB | Kabul |
| OAKN | Kandahar |
| OPKC | Karachi |
| UTSL | Karshi-Khanabad |
| OAMS | Mazar I Sharif |
| OPQT | Quetta |

| | |
|-------------|-------------------|
| OPSM | Shamsi |
| OASG | Sheberghan |
| OASD | Shindand |
| OAUZ | Konduz |
| OAFR | Farah |
| UAFM | Manas |

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 no more than eight (8) hours of flight time per day. Normally, all missions will originate and end at Bagram Air Base (AB), Afghanistan. If tasked by DOD, contractor is authorized to Remain Over Night (RON) at other locations. DOD is responsible for providing support when RONing elsewhere.

1.1.2. The contractor shall coordinate all airlift movements with the Regional Air Movement Control Center prior to any mission. Aircraft routes and altitudes are in accordance with the Republic of Afghanistan Aeronautical Information Publication (AIP) located at <http://ramcc.dtic.mil/afgh.htm>.

1.1.3. The Government anticipates contracting for up to a maximum of 3,000 flight hours per year (12 months).

1.1.4. The contractor may refuse any mission for safety reasons. However, mission must be rescheduled and flown as agreed to by the QAP and contractor.

1.1.5. Aircrew shall remain on flight plan filed, unless deviation for safety of flight is required.

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 the blocks 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.

1.2. Aircraft Requirements.

1.2.1. The contractor shall provide two aircraft that are multi-engine, fixed wing, pressurized and have a rear ramp. Aircraft must be listed, maintained, and operated in accordance with the air carrier's Federal Aviation Regulation (FAR) 135 or 121 Certificate. All aircraft shall have the flexibility to transport passengers and cargo weighing a minimum of 4,000 lbs at +10C for a 400 mile stage length non stop. Aircraft must operate from a 4,000 ft unimproved runway at sea level.

1.2.2. Aircraft must be capable of transporting passenger/cargo loads in extreme hot and cold temperature conditions that include high altitudes with mountain ranges up to 15,000 ft Above Ground Level (AGL).

1.2.3. Aircraft must be configured with Ultra High Frequency (UHF) and Very High Frequency (VHF) radio, and Global Positioning Satellite (GPS). A Blue Force Tracker or similar real-time satellite device and Emergency Locator Transmitter (ELT) are required on each aircraft compatible with the theater and users search and rescue capabilities. All aircraft must have satellite communication capabilities. Operator's responsibility to ensure additional survival equipment appropriate for the environment and mission they are operating meets or exceeds FAR Part 135.

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

1.3. Personnel Requirements.

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

1.3.2. Aircrew members shall be trained, qualified, and maintain proficiency in accordance with Federal Aviation Regulation (FAR) 135 or 121, and 32 CFR 861.

1.3.3. Aircraft maintenance personnel shall be trained, qualified, and maintain proficiency in accordance with FAR 135 or 121.

1.4. Passenger Service.

1.4.1. The contractor shall be capable of transporting a minimum of twelve passengers and personal baggage per mission when the plane is configured for all passengers. The actual number of passengers will be determined by cargo, distance, altitude, and temperature at the desired location.

1.4.2. Bagram Passenger Services personnel will provide the contractor 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 until mission is complete.

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

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

1.5. Cargo Service.

1.5.1. Must be capable of transporting a minimum of two (2) 463L pallets (88" X 108") weighing an average of 4,000 lbs. Maximum weight will not exceed 7,500 lbs.

1.5.2. Government will offload cargo within 30 minutes to comply with Maximum on Ground (MOG) restrictions and safety considerations.

1.5.3. All cargo will be floor loaded or loaded on skids, where equipment is available.

1.5.4 Contractor shall verify cargo weight with calibrated scales.

1.6 Transporting Hazardous Cargo. The Government requires passengers to carry a full complement of munitions and explosives necessary to execute their mission as well as other HAZMAT. Contractor shall carry HAZMAT in accordance with their DOT approvals and exemptions. Contractor shall provide a copy of any DOT

exemptions to the Contracting Officer. If contractor does not currently possess the necessary approvals and exemptions to carry such HAZMAT, contractor must act with due diligence to obtain an exemption and the Government will cooperate in all good faith to obtain such exemption.

1.7. Passenger and Cargo Combination (COMBI) Service.

1.7.1. Provide passenger and cargo combination service in accordance with the Performance Work Statement.

1.7.2. Comply with FAA guidelines including cargo nets and placement of passengers.

1.7.3. Government will offload passenger baggage within 30 minutes to comply with Maximum on Ground (MOG) restrictions and safety considerations.

1.8. **Intransit Visibility (ITV)** Contractor will be required to provide to the Movement Control Battalion (MCB) or Command Post at Bagram departure and arrival notification at all locations via phone, radio, or satellite phone. If communication is not possible, the contractor will provide information through Bagram either in-flight or upon return to home station.

2. Service Delivery Summary

| Performance Objective | PWS Paragraph | Performance Threshold |
|--|---|--|
| Schedule and Perform All Missions | Para. 1.1, 1.2, 1.3. 1.4 1.5, 1.6, 1.7, 1.8 | 85% of Missions Completed as Scheduled |
| Provide Air Mobility Division Weekly And Quarterly Flight Segment/Hours Reports | Appendix 1, Para 2.0 | 100% Accurate, Complete, and On time |
| Contractor shall maintain Passenger manifest until mission is complete | Para. 1.4.2. | 100% of Missions |
| Aircrew shall remain on flight plan filed, unless deviation for safety of flight is required | Para. 1.1.5 | 100% of Missions |

3. Government Furnished Property and Services

3.1. Services

3.1.1. Material Safety Data Sheets (MSDS).

3.1.2. Mission Schedule.

3.1.3. Passenger Manifest Listing.

3.1.4. Hazardous Material (HAZMAT) Cargo and Disposition Instructions

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

3.1.6. Contractor is authorized to utilize DOD voice communications via Defense Switched Network (DSN). A DSN line will be provided (on-netting) at closest military installation for C2 – Command and Control, STOL contract issues only. The base operator shall also off-net incoming overseas DSN calls to only the local area commercial number identified by the contractor via letter. No calls will be allowed for personal business or general

company issues. An official letter will be prepared identifying each contractor employee requiring DSN access. Any updates or changes in personnel will require submission of a new letter (no modification letters). All incoming DSN calls are tracked/logged by the base operator. Any type of non-compliance will result in having these privileges revoked.

3.1.7. JP-8 or TS-1 Fuel at operating sites where available.

3.1.8. Other services/property as approved by the installation commander.

3.1.9. Ramp Space

3.2 Services/Property at Bagram AB, Afghanistan The US Government will provide the following services/property at Bagram.

3.2.1. JP-8 or TS-1 Fuel.

3.2.2. Aerospace Ground Equipment, generator, fire extinguishers, aircraft chocks and pressure washer. De-icing equipment and fluid as necessary. Forklift for loading and unloading as available.

3.2.3. Hangar space may be available for maintenance, but must be coordinated with the CJTF-82/Bagram Aircraft Maintenance Office/Maintenance Chief.

3.2.4. Billeting and Operations Facilities as required.

3.2.5. Class I Subsistence: Hot meals in the dining facility. The on-base contractor-provided messing is four (4) hot meals a day. Meals Ready to Eat (MREs) and bottled water will be provided for aircrew and passengers during missions and for emergency situations.

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

3.2.7. Force Protection. (Ref section 4.3)

3.2.8. CJTF-82, Bagram, will provide weather briefings prior to mission start.

3.2.9. Satellite Cellular Phones with Secure Sleeves and official airtime usage charges provided for each aircraft.

3.2.10 FM radios to communicate with ground elements. Radios will be replaced as required.

3.2.11. High frequency (HF) radio support.

3.2.12. Self drive vehicle (van) large enough to transport personnel in and around Bagram Airfield, Afghanistan.

3.2.13. In-theater – Theater Indoctrination Training will be provided to air crews.

3.2.14. SIPRNET – SIPRNET access will be provided at the Command Post or secured vendor operating location.

3.2.15. Intelligence briefings regarding current threats to airfields and aircraft for the route of flight to be flown.

3.2.16. Medical Services will be provided to contractor personnel on a reimbursable basis, as required.

3.2.17. Conex Boxes for parts storage and flight line work area and space for storage of boxes.

4. General Information

4.1. Project Management

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

4.2. Security

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

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

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

4.2.4. **Facility Security Clearance:** Where there is a need for receipt, storage or development of classified documents, a facility clearance of SECRET and classified safeguarding capability is required in accordance with the National Industrial Security Program Operating Manual, (NISPOM), paragraph 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. Contractors must ensure employees receive OPSEC training upon initial assignment to a contract with OPSEC requirements. Information such as flight schedules, hotels where crews are staying, return trips, and other facts about the international mission shall be kept close hold and only communicated to persons who have a need to know this information. Flight crews should be aware of persons who are seeking information about the contractor, flights, etc. They should seek to maintain a low profile while operating DOD missions. If the contractor has questions about OPSEC they can be addressed either to the Contracting Officer or the Air Mobility Division, Al-Udeid, Qatar.

4.2.7. **Contractor Company Personnel And Company Facility Security Officer (FSO):** The contractor will appoint a person as the company FSO. The contractor must establish appropriate safeguards to assure that the individuals who are not cleared do not gain access to classified information, material, and Government furnished communications security (COMSEC) equipment. Responsibility for security of classified information, material and COMSEC equipment rests with each individual who is authorized access. The FSO must work closely with the Defense Security Service (DSS) and Air Mobility Division, Al-Udeid, Qatar on DOD related security matters and ensure their Government furnished COMSEC equipment is stored, maintained, and operated properly. The company FSO shall maintain a current list of cleared personnel and flight deck aircrew personnel who are eligible for a secret clearance. This list shall be made available for verification during on-site surveys by DOD personnel who have a need to know, and will be provided to the Contracting Officer when requested.

4.2.8. **Authentication Materials:** Aircrew members shall require certain authentication documents in order to perform missions. When appropriate, authentication materials and identification friend or foe (IFF)/selective

identification feature (SIF) operating instructions shall be made available to flight deck aircrews at military Base Operations and Route Briefing sections provided they present proper identification. Initial issue of these documents shall be as required to cover elapsed time from departure station to destination and return, or to the first enroute station having the capability to provide additional distribution.

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

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

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

4.3. Force Protection

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

4.3.2. 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. Contractor is responsible for coordinating with the cognizant military command to be sure ISOPREP is current and on-file.

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. Operators are responsible for amending or supplementing their quality programs to assure management oversight in austere locations.

4.4.1.2. Assures risk management procedures are in place and effectively implemented.

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. The contractor shall provide the Air Mobility Division (AMD), Al-Udied, Qatar and USTRANSCOM/TCAQ, a weekly report reflecting flight segments/hours flown. Weekly reports are due the Tuesday following the end of the reporting week. The contractor shall also provide a quarterly report for cumulative hours flown for the quarter. Quarterly reports are due two weeks after the end of the quarter. The first quarter will

end 30 Nov 04. All reports must be submitted electronically in a format mutually agreed to between AMD and the contractor.

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 AMC passengers are under the control of the pilot in command, to the first available QAP or CA, at the next enroute station for in flight incidents, or the station where the incident occurs.

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

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.