

**UNITED STATES TRANSPORTATION COMMAND  
(USTRANSCOM)**

**SOLICITATION NO. HTC711-08-R-0014**

**CONTRACT NO. HTC711-08-D-0021**

**1 MAY 2008**

**WITH AMENDMENT/MOD:  
NO. P00001, 17 April 2008  
Order No. 0001, 1 May 2008**

**ROTARY WING TRANSPORT**

Previously released under FOIA  
Information being withheld pursuant  
To 5 U.S.C. 552(b)(6).

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

1. REQUISITION NUMBER

PAGE 1 OF 40

2. CONTRACT NO.  
HTC711-08-D-0021

3. ANNWD/EFFECTIVE DATE  
01-May-2008

4. ORDER NUMBER

5. SOLICITATION NUMBER  
HTC711-08-R-0014

6. SOLICITATION ISSUE DATE  
04-Mar-2008

7. FOR SOLICITATION  
INFORMATION CALL:

8. NAME  
KRISSEY R. HACKSTADT

9. TELEPHONE NUMBER (No Collect Calls)  
618-256-8845

10. OFFER DUE DATE/LOCAL TIME  
08:00 AM 07 Mar 2008

11. ISSUED BY  
USTRANSCOM-AQ - HTC711  
808 SCOTT DR  
SCOTT AFB IL 62228-6367

12. CODE  
HTC711

13. THIS ACQUISITION IS

☒ UNRESTRICTED  
☐ SET ASIDE: % FOR  
☐ SMALL BUSINESS  
☐ HUBZONE SMALL BUSINESS  
☐ S(A)

NAICS: 481211  
SIZE STANDARD: 1600

14. DELIVERY FOR FOB  
DESTINATION UNLESS  
BLOCK IS MARKED  
☐ SEE SCHEDULE

15. DISCOUNT TERMS  
Net 30 Days

16a. THIS CONTRACT IS A RATED ORDER  
UNDER DPAS (15 CFR 700)

16b. RATING

17. METHOD OF SOLICITATION

☐ RFP ☐ IPB ☒ RFP

TEL: 618-256-4300  
FAX: 618-256-9600

18. DELIVER TO  
USTRANSCOM-AQ - HTC711  
PAMELA S. HALL  
808 SCOTT DR  
SCOTT AFB IL 62228-6367

19. CODE  
HTC711

20. ADMINISTERED BY

21. CODE

SEE ITEM 9

22a. CONTRACTOR/OFFEROR

23. CODE  
1WVA5

PRESIDENTIAL AIRWAYS INC  
114 HANGAR LANE  
CAMDEN NC 27821-0000

24. FACILITY  
CODE

25. PAYMENT WILL BE MADE BY

26. CODE  
HQ0302

DFAS-RO-PPT- HQ0302  
325 BROOK ROAD  
ROME NY 13441-4537

☐ 27b. CHECK IF REMITTANCE IS DIFFERENT AND PUT  
SUCH ADDRESS IN OFFER

28. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK  
BELOW IS CHECKED ☐ SEE ADDENDUM

29. ITEM NO.

30. SCHEDULE OF SUPPLIES/ SERVICES

31. QUANTITY

32. UNIT

33. UNIT PRICE

34. AMOUNT

SEE SCHEDULE

35. ACCOUNTING AND APPROPRIATION DATA

36. TOTAL AWARD AMOUNT (For Govt. Use Only)

\$18,346,186.34

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.213-3, 52.213-6 ARE ATTACHED.

ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.213-6 IS ATTACHED.

ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES

☒ TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS  
SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS  
SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

REF: HTC711-08-R-0014

29. AWARD OF CONTRACT: REFERENCE

☐ OFFER DATED . YOUR OFFER ON SOLICITATION  
(BLOCK 8), 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)

32a. DATE SIGNED

Pamela S. Hall

10-Apr-2008

30c. DATE SIGNED

4/1/08

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

PAMELA S. HALL / CONTRACTING OFFICER

TEL: 618-256-6666

EMAIL: pamela.hall@ustrancom.mil

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

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

A+4.1

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

PAGE 2 OF 40

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  
☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

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

## Section SF 1449 - CONTINUATION SHEET

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 I8a 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:             | <b>HTC711</b>      |                             |
| 2. CAGE CODE:                   |                    |                             |
| 3. PAY OFFICE DODAAC:           | <b>HQ0302</b>      |                             |
| 4. TYPE OF DOCUMENT:            | <b>COMBO</b>       |                             |
| 5.INSPECTION/ACCEPTANCE:        | <b>DESTINATION</b> |                             |
| 6. ISSUE DATE:                  | <b>1 APR 07</b>    |                             |
| 7. ISSUE BY DODAAC:             | <b>HTC711</b>      |                             |
| 8. ADMIN DODAAC:                | <b>HTC711</b>      |                             |
| 9. INSPECT BY DODAAC:           |                    | PLUS SIX EXT: <b></b>       |
| 10. SERVICE ACCEPTOR / SHIP TO: | <b>HTC711</b>      | PLUS SIX EXT: <b>F7SCOM</b> |

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Each	\$6,701,368.75	\$6,701,368.75

Positioning

FFP

Position aircraft into Afghanistan.

The minimum guarantee is the value of CLIN 0001. The maximum guarantee is the sum of all CLINs.

FOB: Destination

SIGNAL CODE: A

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NET AMT

\$6,701,368.75

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		7	Months	\$142,312.19	\$996,185.33

Dedicated Monthly Rate - Aircraft #1

FFP

The contractor shall provide one rotary wing aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor).

Any additional monthly costs past the initial contract period of 30 Nov 08 will be \$404,541.24.

FOB: Destination

SIGNAL CODE: A

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NET AMT

\$996,185.33

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		7	Months	\$142,312.19	\$996,185.33
	Dedicated Monthly Rate - Aircraft #2 FFP The contractor shall provide one rotary wing aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor).				
	Any additional monthly costs past the initial contract period of 30 Nov 08 will be \$404,541.24. FOB: Destination SIGNAL CODE: A				

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NET AMT	\$996,185.33
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		7	Months	\$142,312.19	\$996,185.33
	Dedicated Monthly Rate - Aircraft #3 FFP The contractor shall provide one rotary wing aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor).				
	Any additional monthly costs past the initial contract period of 30 Nov 08 will be \$404,541.24. FOB: Destination SIGNAL CODE: A				

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NET AMT	\$996,185.33
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Blade Hour Rate FFP	2,730	Hours	\$1,375.92	\$3,756,261.60
<p>Only blade flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block out" to "block in" time to the nearest 1/10 hour expressed in local time. Blade flying hour rate should not include fuel. (Fuel is covered in CLIN 0006). Flying to take place within Afghanistan.</p> <p>FOB: Destination</p> <p>SIGNAL CODE: A</p>					

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NET AMT	\$3,756,261.60
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Reimbursables COST		Months		
<p>The contractor will be reimbursed for all fuel purchases in direct support of this contract, Food/Lodging, 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.</p> <p>FOB: Destination</p> <p>SIGNAL CODE: A</p>					

ESTIMATED COST	\$1,400,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Depositioning COST Aircraft will be depositioned from Afghanistan to contractor's CONUS facility. Cost to deposition aircraft shall not exceed \$1,500,000.00. Contractor must provide documentation/receipts to the Contracting Officer for approval. FOB: Destination SIGNAL CODE: A		Each		
				ESTIMATED COST	\$1,500,000.00

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	Government	N/A	Government
0002	N/A	Government	N/A	Government
0003	N/A	Government	N/A	Government
0004	N/A	Government	N/A	Government
0005	N/A	Government	N/A	Government
0006	N/A	Government	N/A	Government
0007	N/A	Government	N/A	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-MAY-2008 TO 30-NOV-2008	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-229-2468 FOB: Destination	HTC711
0002	POP 01-MAY-2008 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0003	POP 01-MAY-2008 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711



0004	POP 01-MAY-2008 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0005	POP 01-MAY-2008 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0006	POP 01-MAY-2008 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0007	POP 01-MAY-2008 TO 30-NOV-2008	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
52.228-3	Worker's Compensation Insurance (Defense Base Act)	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	SEP 2007
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)	APR 2007
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.233-7001	Choice of Law (Overseas)	JUN 1997

# CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 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 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(ix) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 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.

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

#### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 May 08 through 30 November 08 [insert dates].

(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 three (3) 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 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

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

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 7 days of contract expiration.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor no later than 30 days prior to end of the contract period of performance.

(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 September 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 September 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)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

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)

## CLAUSES INCORPORATED BY FULL TEXT

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES  
DEPLOYED OUTSIDE THE UNITED STATES (JUN 2006)

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

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

Other military operations means a range of military force responses that can be projected to accomplish assigned tasks. Such operations may include one or a combination of the following: Civic action, humanitarian assistance, civil affairs, and other military activities to develop positive relationships with other countries; confidence building and other measures to reduce military tensions; military presence; activities to convey messages to adversaries; military deceptions and psychological operations; quarantines, blockades, and harassment operations; raids; intervention operations; armed conflict involving air, land, maritime, and strategic warfare operations; support for law enforcement authorities to counter international criminal activities (terrorism, narcotics trafficking, slavery, and piracy); support for law enforcement authorities to suppress domestic rebellion; and support for insurgency, counterinsurgency, and civil war in foreign countries.

Theater of operations means an area defined by the combatant commander for the conduct or support of specified operations.

(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations;
- (iii) Other military operations; or
- (iv) Military exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are not authorized to use deadly force against enemy armed forces other than in self-defense.

(ii) Private security Contractor personnel are authorized to use deadly force only when necessary to execute their security mission to protect assets/persons, consistent with the mission statement contained in their contract.

(iii) Civilians who accompany the U.S. Armed Forces lose their law of war protection from direct attack if and for such time as they take a direct part in hostilities.

(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. (1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

- (A) The Contractor cannot obtain effective security services;
  - (B) Effective security services are unavailable at a reasonable cost; or
  - (C) Threat conditions necessitate security through military means.
- (ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.
- (iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.
- (2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the theater of operations may be provided resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.
- (ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.
- (iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.
- (3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.
- (4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the theater of operations. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.
- (d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause 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) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.
- (e) Pre-deployment requirements. (1) The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.
- (i) All required security and background checks are complete and acceptable.
  - (ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall--

(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.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not 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 in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, 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 U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) When there is a formal declaration of war by Congress, Contractor personnel authorized to accompany U.S. Armed Forces may be subject to prosecution under the Uniform Code of Military Justice.

(f) Processing and departure points. Deployed Contractor personnel shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

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

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) In accordance with DoD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, the Contractor shall establish and maintain with the designated Government official a current list of all



Contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. Armed Forces as specified in paragraph (b)(1) of this clause. The list shall include each individual's general location in the theater of operations. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate automated system(s) to use for this effort.

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel. (1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

- (i) Identify all personnel who are subject to military mobilization;
- (ii) Detail how the position would be filled if the individual were mobilized; and
- (iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must--

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons. (1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons--

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

(ii) The Contracting Officer's Representative may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(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 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) 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.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the theater of operations whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation. (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) 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.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces 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 the place of performance or

Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) 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 when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

- (1) Contingency operations;
- (2) Humanitarian or peacekeeping operations;
- (3) Other military operations; or
- (4) Military exercises designated by the Combatant Commander.

(End of clause)

#### **DFARS DEVIATION 2007-O0004**

DoD Class Deviation 2007-O0004, Synchronized Predeployment and Operational Tracker, issued on March 19, 2007. This deviation is effective until incorporated into the DFARS or otherwise rescinded.

(g) Personnel data.

- (1) In accordance with DOD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, the Contractor shall enter before deployment, or if already in the designated operational area, enter upon becoming an employee under the contract, and maintain current data, including departure data, for all Contractor personnel that are authorized to accompany U.S. Forces deployed outside the United States as specified in paragraph (b)(i) of this clause. The automated web-based system to use for this effort is the Synchronized Predeployment and Operational Tracker (SPOT) (For information on how to register and enter data into this system, go to <http://www.dod.mil/bta/products/spot.html>)
- (2) 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 this data.

Paragraph (j) Weapons. The Contracting Officer must determine whether any contractor personnel will be required to be armed or authorized to carry weapons for self-defense. If arming of personnel is likely for any reason, mandatory language of AI 52.6, Arming of Contractors: Iraq / Afghanistan, must be inserted in the Statement of Work of the solicitation and any resulting contract. JCC-I/A mandatory language is in Acquisition Instruction AI 52.6 provided below.

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#### **CLAUSES INCORPORATED BY FULL TEXT**

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

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

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

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

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

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

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

(End of clause)

#### TRANSFARS 5552.247-9000

##### **5552.247-9000 Air Safety.**

#### **AIR SAFETY (APRIL 2007)**

- (a) Contractor is obligated to comply with generally accepted standards of airmanship, training, and maintenance practices and procedures. Contractor must also satisfy Department of Defense (DOD) quality and safety requirements as described in 32 CFR Part 861, Section 861.4. In addition, contractor shall comply with all provisions of applicable statutes, tenders of service, and contract terms as such may affect flight safety, as well as with all applicable Federal Aviation Administration (FAA) Regulations, Airworthiness Directives, Orders, rules, and standards promulgated under the Federal Aviation Act of 1958, as amended. Compliance with published standards may not, standing alone, constitute compliance with generally accepted standards of airmanship, training, or maintenance.
- (b) The cleanliness and orderliness of an aircraft, including the visible components and surfaces thereof affect the ability to inspect an aircraft, may be valid indicators of the overall maintenance level of an aircraft, and may have a direct effect on the security and confidence of passengers. Therefore, contractor's failure to keep and maintain all such components and surfaces of the aircraft used in performance of this contract clean, orderly, and in good state of repair may be deemed a failure to comply with generally accepted standards of maintenance to the extent the failure goes beyond mere cosmetic or housekeeping deficiencies and relates in some manner to confidence in the safety, maintenance, or airworthiness of the aircraft.

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

- (1) Contractor's failure to meet any of the obligations imposed by the preceding two paragraphs.
- (2) Involvement of one of contractor's aircraft in a serious or fatal accident, incident, or operational occurrence (regardless of whether or not such aircraft is being used in the performance of this contract).
- (3) Any other condition that affects the safe operation of contractor's flights hereunder.

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

(e) Suspension or temporary nonuse hereunder resulting in unavailability of contractor aircraft to perform service under this contract shall be treated as failure to maintain authorization to engage in air transportation under the clause of the contract 5552.247-9001, "Requirement for Authorization to Engage in Air Transportation."

(End of Clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 5552.204-9001 Facility Clearance

#### FACILITY CLEARANCE (APRIL 2007)

The offeror must possess, or acquire prior to award of a contract, a facility clearance equal to the highest classification stated on the Contract Security Classification Specification DD Form 254 attached to this contract.

(End of clause)

### TRANSFARS 5552.247-9001 ALT II

#### REQUIREMENT FOR AUTHORIZATION TO ENGAGE IN AIR TRANSPORTATION (APRIL 2007) - ALTERNATE II (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, 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)

5552.247-9002 Contractor's Failure to Provide Service.

#### CONTRACTOR'S FAILURE TO PROVIDE SERVICE (APRIL 2007) - ALTERNATE II (APRIL 2007)

(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)

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

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

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

#### 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)

#### 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 25.4

**Quarterly Contractor Census Reporting (12 Nov 07).** The prime contractor will report upon contract award and then quarterly thereafter, not later than January, 1 April, 1 July and 1 October, to [JCCI.J2J5J7@pco-iraq.net](mailto:JCCI.J2J5J7@pco-iraq.net) for Iraq and to [BGRMPARC-A@swa.army.mil](mailto:BGRMPARC-A@swa.army.mil) for Afghanistan the following information for the prime contract and all subcontracts under this contract:

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

(End)

AIRCRAFT FILL-IN

TYPE OF AIRCRAFT: BELL 214ST

AIRCRAFT AVAILABLE SEATS: 18

AIRCRAFT RANGE: 387 NM base 2950lbs fuel @3.2 flight time

AIRCRAFT TOTAL PAYLOAD 6900lbs based on 10,600 lbs empty weight

PERFORMANCE WORK STATEMENT

**PERFORMANCE WORK STATEMENT (PWS)**

**ROTARY WING TRANSPORT**

**1 Apr 08**

**TABLE OF CONTENTS**

**1. Description of Services**

- 1.1. Scope of Contract
- 1.2. Rotary Wing Requirements
- 1.3. Personnel Requirements
- 1.4. Support Operations
- 1.5. Passenger Service
- 1.6. Cargo Service

**2. Service Delivery Summary**

**3. Government Furnished Property and Services**

- 3.1. Ramp Space
- 3.2. Utilities
- 3.3. Fuel
- 3.4. Billeting
- 3.5. Subsistence
- 3.6. Emergency medical services
- 3.7. Weather Reports
- 3.8. Base Transportation
- 3.9. Tracking Devices
- 3.10. Loading and Unloading
- 3.11. Maintenance Resources

**4. General Information**

- 4.1. Points of Contact
- 4.2. Security
- 4.3. Force Protection
- 4.4. Quality Control
- 4.5. Passports, Geneva Convention Cards and Common Access Cards (CAC)
- 4.6. Communications
- 4.7. Aircrew Duty Day Requirements
- 4.8. Flying in Controlled Airspace
- 4.9. Fire Containment Covers
- 4.10. Safety Barriers
- 4.11. Authority to Leave Unsafe Aircraft
- 4.12. Required Reports

## **1. DESCRIPTION OF SERVICES.**

**1.1. Scope of Contract.** The contractor shall provide safe, operable helicopters to perform the services, as an independent contractor, in accordance with this performance work statement. Services to be provided under this PWS include rotary wing transport of Class I – X supplies, U.S. Mail and passengers. The Government anticipates establishing a hub at JAF. The Government anticipates the contractor positioning three rotary wing aircraft at JAF, or other designated hubs as necessary, to transport passengers and cargo.

**1.1.1. Missions** will be scheduled at least twenty-four (24) hours in advance, unless otherwise agreed to by the contractor and Contracting Officer Representative and alternate designated personnel. Each aircraft will be expected to fly missions daily. Weather and aircraft maintenance will be considered when scheduling missions.

**1.1.2.** The contractor shall coordinate all airlift movements with the Aviation Brigade or Aviation Brigade Element.

**1.1.2.1. Mission Planning.** Aircraft offered under this contract will operate to and from places, at times and dates, carrying passengers and cargo, as specified in the contract or by the Contracting Officer or COR pursuant to the terms of the contract. The contractor will be notified at least 24 hours prior to a mission. A schedule of missions for the week may be given to the contractor in some locations if feasible. At least 12 hours prior to departure, a flight plan, to include call sign, radio frequency, flight route and time, must be filed with the designated US Military personnel. The US Government may suggest routes based on enemy threat, but contractor is solely responsible for eventual route taken. Helicopters must be equipped with UHF, VHF, FM two-way radios and Satellite Communication to allow for communication with US Military ground units. Frequency range 30-400 MHz.

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

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

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

1.1.2.5 The Contractor is expected to provide aircraft that can perform missions in the following environment:

1.1.2.5.A: Altitudes: MAIN HUBs TO OUTLYING FOBs:

	MIN ALT	MAX ALT	ENROUTE ALTs
KAF:	3,329 FT	9,300 FT	9,800 FT
SAL:	3,779 FT	8,500 FT	9,000 FT
BAF:	4,895 FT	9,500 FT	9,800 FT
JAF:	1,820 FT	10,798 FT	9,800 FT
KABUL:	5,877 FT	8,500 FT	10,000 FT

\* En-route Altitudes vary from surface to 16,000 FT

1.1.2.5.B: Distances: Calculated in minutes and using 110 KTGS:

BAF to furthest FOB 119 mins

JAF to furthest FOB 132 mins

SAL to furthest FOB 99 mins

Sharana to furthest FOB 163 mins

KAF to furthest FOB 130 mins

1.1.2.5.C: Temperatures: All temperatures are averages (add 10-15 degrees to BAF temperatures to get KAF temperatures):

BAGRAM	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANN
EXTREME MAX	59	66	81	88	97	100	104	104	95	90	75	64	104

MEAN DAILY MAX	47	53	66	75	82	93	96	95	87	77	61	52	74
MEAN	38	42	54	62	68	79	83	82	72	61	48	40	61
MEAN DAILY MIN	29	32	41	49	54	65	69	68	57	45	34	27	48
EXTREME MIN	18	21	21	36	39	52	57	45	32	23	14	14	

SHARANA	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANN
EXTREME MAX	70	86	79	91	108	109	99	97	99	97	75	70	109
MEAN DAILY MAX	57	62	67	81	88	95	94	91	93	77	71	61	78
MEAN	48	52	59	72	78	85	86	81	80	65	59	51	68
MEAN DAILY MIN	38	43	50	63	68	74	78	71	67	54	47	40	58
EXTREME MIN	28	30	32	50	52	59	68	54	59	46	43	28	28

JALALABAD	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANN
EXTREME MAX	77	90	93	105	114	120	118	119	112	100	91	78	120
MEAN DAILY MAX	61	65	73	81	93	105	104	101	96	87	73	63	83
MEAN	47	52	62	71	82	91	91	90	83	73	59	49	71
MEAN DAILY MIN	37	43	52	59	67	77	81	80	72	58	44	37	59
EXTREME MIN	14	20	28	36	43	56	54	50	42	26	23	20	14

KANDAHAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANN
EXTREME MAX	74	81	95	99	100	112	120	120	95	90	75	64	115
MEAN DAILY MAX	62	68	80	85	95	108	111	110	102	92	76	67	89
MEAN	53	57	69	77	83	94	98	97	87	76	63	55	76
MEAN DAILY MIN	24	47	70	64	69	80	84	83	72	60	49	42	63
EXTREME MIN	33	36	36	51	54	67	72	72	60	47	38	29	29

1.1.3. Aircraft are not to fly over or land in areas where there is active fighting. Only after the Task Force Commander has declared an area "CLEAR" and appropriate risk commensurate with commercial operations exist will the contractor resume normal operations into an area where active fighting recently occurred.

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

#### 1.1.5. Schedule Reliability.

1.1.5.1. 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.

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

1.1.5.3. 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 "Termination for cause, 52.212-4(m)." However, nothing in this paragraph shall limit the right of the Government to terminate this contract for cause for other reasons or to limit any other rights and remedies provided the Government by law or under this contract.

**1.1.6. Weather:** The contractor is required to follow the weather requirements per the Afghanistan Aviation Procedures Guide (APG), under the Low Risk spectrum. If the contractor fails to complete a route due to poor weather, he will be compensated for all complete legs flown, and for the leg being flown when mission was aborted, if the Government determines that the contractor had flown more than 50% of the distance between destinations on that leg. If the contractor departs on a transport mission and is unable to reach a destination due to poor weather, he will not be penalized. The contractor should return to the point of origin (hub) or nearest safe location, until the weather improves. Missions not completed due to poor weather will be rescheduled at the satisfaction of the government.

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

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

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

**1.2.3. Safety.** Each helicopter must meet, at a minimum, United States aviation safety requirements as established by the Federal Aviation Administration (FAA), Federal Aviation Regulation 135, and applicable DoD and Department of the Army (DA) rules and regulations. It is the Contractor's responsibility to ensure additional survival equipment appropriate for the environment and mission meets or exceeds FAR Part 135. Contractor must operate under Visual Flight Rules (VFR).

**1.2.4. DoD Approval and Additional Standards.** The contractor must be an approved DoD air carrier, as determined by HQ AMC/A3B and the Civil Airlift Review Board (CARB), and must maintain this approval throughout the performance of this contract. The contractor shall comply with all FAA requirements and with all DoD additional standards as published on the following web site: <http://www.amc.af.mil/library/businesscustomers.asp>

**1.2.5. Aircraft Equipment.** All helicopters will maintain serviceable first aid kits, fire extinguishers, and all aviation life support equipment required to be maintained on helicopter in accordance with applicable FAA, DoD, and/or DA standards. The aforementioned items shall be inspected for serviceability in accordance with manufacturer's inspection/serviceability instructions. Documentation of the inspection shall be provided to the Contracting Officer Representative (COR) or designated Government representative such as the Brigade Aviation Officer or Mail Movement Officer in Charge within 10 calendar days of the inspection. Aircraft supporting operations at JAF, KAF, BAF and Sharana must maintain a serviceable cargo hook to conduct sling-load operations. Operator must use a commercially procured GPS flight following tracking system. Aircraft must be equipped with an Emergency Locator Transmitter (ELT) compatible with the theater and users search and rescue capabilities. Contractor must ensure each aircraft has a satellite mobile phone in case of an emergency landing outside of a secure area.

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

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

#### 1.2.8. Payloads.

1.2.8.1. The Government requires a minimum transport of nine (9) passengers, as well as cargo. The minimum internal payload required is 2,000 pounds (to include passengers, cargo, & baggage or any combination thereof) and the minimum slingload capability required is 5,400 pounds for each aircraft. Variations in payload on a mission by mission basis may be required due to changes in altitude and weather. The Government anticipates three aircraft at JAF to support this requirement. Each aircraft shall be capable of flying a minimum of 100 hours monthly. The contractor is expected to have aircraft available to fly seven days a week, each mission averaging approximately seven hours.

1.2.8.2. In the event BAF becomes a future hub, this location will be primarily used for cargo, to include mail, and passengers as space available. The Government potentially anticipates the contractor will position one rotary wing aircraft at BAF. The aircraft shall be capable of flying a minimum of 100 hours per month. The contractor is expected to have aircraft available to fly six days a week, each mission averaging approximately seven hours. The contractor will deliver cargo from origin to destination. Cargo may consist of all classes of mail with the exception of registered mail. Cargo also includes Class I – IV, VI and VIII – X Supplies. The cargo will be configured for internal load. No special licenses or certifications are required to transport any cargo provided by the government.

1.2.9. Insurance. The contractor shall procure and maintain a level of insurance coverage commensurate with the commercial standard and in accordance with the host nation's statutory limits during the entire period of performance under this contract. Non-Premium War Risk Insurance through the FAA will be authorized under this contract.

#### 1.3 Personnel Requirements.

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

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

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

#### 1.4 Support Operations.

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

1.4.2. Recovery. The contractor is responsible for recovering disabled, damaged, or destroyed helicopters. The US Government may, at its discretion, assist if resources and time are available. Any recoverable cargo will be returned

to the Government. If a helicopter has been disabled in enemy territory and is likely to be seized by the enemy, the contractor shall make every effort to destroy the cargo to prevent it from being recovered by the enemy.

#### 1.4.3. Replacement Helicopter.

1.4.3.1. If a helicopter is out of operation and unable to complete missions, the contractor has 24 hours to provide a plan to replace or repair the non-mission capable aircraft. The 24 hour count begins as soon as the helicopter is identified as not mission capable (NMC) during initial start of mission.

#### 1.5. Passenger Service.

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

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

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

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

#### 1.6. Cargo Service.

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

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

## 2. SERVICE DELIVERY SUMMARY

Performance Objective	PWS Paragraph	Performance Threshold
Schedule and Perform all	1.1.5.1., 1.1.5.2. &	85% of Missions Completed



missions	1.1.5.3.	as Scheduled.
Take appropriate actions to de-conflict airspace	1.1.2.3.	100% of Missions
Contractor shall not allow unauthorized personnel or cargo on board.	1.5.2.	100% of Missions
Maintain accurate records.	1.2.6 & 4.12.1.	100% of Records Inspected

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

3.1. Ramp space at hubs for contractor aircraft. Main hub will be JAF and other locations as designated. The Government anticipates the addition of other hubs in the future.

3.2 Utilities. The Government will provide utilities for office and working space at each hub location. The utilities provided shall be equivalent to those provided to other military and tenant organizations—no special or unique requirements will be supported. Electricity, water (potable or non-potable), sewer, telephone will be provided at all hubs. Class A lines may not be available at all locations. Internet access and/or e-mail are available at all locations based on requirements and availability.

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

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

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

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

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

3.8. Base transportation will be provided at all locations to include appropriate fuel.

3.9 Office space will be provided if available

3.10. Loading and Unloading

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

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

3.11. Maintenance Resources

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

3.11.2 Contractor is required to bring their own transformers or Generators to provide desired power.

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

(1) Access to an overhead crane assembly with a free clearance height of 25' and a rated working capacity of at least 3,500 pounds.

(2). Forklift capability with a height range of 18 feet and a lift capacity of 5,000 pounds

(3) Light sources for nighttime maintenance. (Some FOBs do not allow white light maintenance on the flight line, however an MOU will provide the equipment or contractor brings own equipment.)

(4) Fresh water washing facilities at all operating hubs

#### 4. GENERAL INFORMATION

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

#### 4.2. Security.

4.2.1. **Contractor security:** 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. No imagery or verbal relays of U.S. forces or their positions is permitted.

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

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

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

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

**4.2.6. Operations Security (OPSEC):** The contractor shall be responsible for OPSEC procedures when operating missions for the DOD to include safeguarding critical information. Training will be provided at the applicable base installation at the time of contract performance. Information such as flight schedules, hotels where crews are staying, return trips, and other facts about the international mission shall be kept close hold and only communicated to persons who have a need to know this information. Flight crews should be aware of persons who are seeking information about the contractor, flights, etc. They should seek to maintain a low profile while operating DOD missions. If the contractor has questions about OPSEC they can be addressed either to the Contracting Officer or the Air Mobility Division, Al-Udeid, Qatar.

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

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

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

**4.2.9.1. Aircraft Security:** The contractor shall establish a program to prevent unlawful seizure of aircraft.

**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 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. A threat assessment will be made available to the contractor through the COR, Aviation Brigade or electronically (if available). 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-101 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-101/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 applicable Airbase Operations Centers.

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

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

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

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

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

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

#### **4.12. Required Reports**

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

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

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

**4.12.3. Notice Of Accidents – All Carrier Operations:** When a contractor's aircraft is involved in any accident, DOD or otherwise, the contractor shall transmit the information in paragraph above to HQ AMC/A3B, Scott AFB IL (618) 229-4801 or fax (618) 256-5937. Incidents are reportable to HQ AMC/A3B only when they occur on a DOD charter. Accident and incident information should be provided on the next business day by the most expeditious means available. Accidents and incidents are defined in 49 CFR, Part 830.

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

**4.12.5. DOD Casualties:** In cases where a death occurs on a contractor's aircraft, the passenger information shall be furnished to the Air Mobility Division, Al-Udied, Qatar through CJTF-101. If available, include the following: Name, Social Security Account Number (SSAN), and component of service identified as Army-USA, Air Force-USAF, Navy-USN, Marine Corps-USMC, Coast Guard-USCG.

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

**4.12.7. Spotlighting and Hostile Event Reports:** In the event a contractor operating an AMC mission is illuminated or "spotlighted", or is fired upon in the air or on the ground, the crew shall note the date, time, and approximate area from which the event originated. Following the event, at the first airfield or airbase with a US military presence, the crew shall notify the base operations center of the occurrence. The contractor shall also notify AMC immediately of any information relating a threat to AMC or AMC-contracted commercial aircraft, or of any attempts to elicit information from the crew on their mission or cargo. When reporting the incident to AMC, the crew will contact, via either email or phone, the Tanker Airlift Control Center (TACC) at 618-229-0399 or [tacc-xoz@scott.af.mil](mailto:tacc-xoz@scott.af.mil) and HQ AMC/A23 at 618-229-4781 or [amc.a23.all@amc.af.mil](mailto:amc.a23.all@amc.af.mil). The contractor shall also report any incidents to USTRANSCOM/TCAQ during the next business day.

**4.12.8.** The contractor will provide the following reports to the COR: Aircraft Daily Status, Maintenance Flow Chart, Aircraft on Ground (AOG) Tracker and Test, Measurement and Diagnosis Equipment (TMDE) Report. The Government will utilize the reports for planning purposes to manage the tasking of aircraft prior to scheduled maintenance.

## **APPENDIX DEFINITIONS**

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

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

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

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

**FOB** - Forward Operating Base.

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

**Hostile Act** - An act of war.

**Hub** - Locations from which contractors will start assigned missions.

**Landing Zone (LZ)** - Area designated for aircraft arrival.

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

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

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

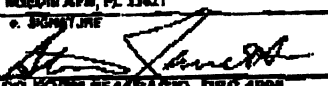
**Scheduled Maintenance** - Periodic prescribed inspections or servicing of aircraft or equipment, accomplished on a calendar, mileage, or flight-hours basis to ensure the aircraft is safe and fully operational to execute missions.

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

DD254

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION (The requirements of the DoD Information Security Manual apply to all security aspects of this effort.)		1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIREMENT <b>SECRET</b> 5. LEVEL OF SAFEGUARDING REQUIREMENT <b>SECRET</b>	
2. THIS SPECIFICATION IS FOR: (If not applicable, so indicate)		3. THIS SPECIFICATION IS: (If not applicable, so indicate)	
a. PRIME CONTRACT NUMBER <b>HTC711-08-D-0021</b>		a. ORIGINAL (Check into date to all copies) <input checked="" type="checkbox"/> ORIGINAL (Check into date to all copies) DATE (YYYYMMDD)	
b. SUBCONTRACT NUMBER		b. REVISED (Check into date to all copies) REVISION NO. DATE (YYYYMMDD) <b>28080307</b>	
c. SOLICITATION OR OTHER NUMBER <b>HTC711-08-R-0014</b>		c. FINAL (Check into date to all copies) DATE (YYYYMMDD)	
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material retained or generated under (Providing Contract Number) to transfer to the follow-on contract			
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: (1) response to the contractor's request dated (Number of the proposal) submitted by (Contractor) for the period of			
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)			
a. NAME, ADDRESS, AND ZIP CODE Protonair Airways, Inc. 114 Hanger Lane Columbus, NC 27921-0900		b. CAGE CODE :WVAL	
c. CONTRACTOR SECURITY OFFICE (Name, Address, and Zip Code)			
7. SUBCONTRACTOR			
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	
c. CONTRACTOR SECURITY OFFICE (Name, Address, and Zip Code)			
8. ACTUAL PERFORMANCE			
a. LOCATION Afghanistan		b. CAGE CODE	
c. CONTRACTOR SECURITY OFFICE (Name, Address, and Zip Code)			
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT Services to be provided under this PWS include rotary wing transport of Class I - X supplies, U.S. Mail and passengers. The Government anticipates the contractor performing these rotary wing aircraft at at Jalalabad Air Field (JAF) to transport passengers and cargo.			
10. CONTRACTOR WILL REQUIRE ACCESS TO:			
a. COMBINED NAME SECURITY CODES INFORMATION		YES NO	
b. REPORTS DATA		YES NO	
c. CRITICAL INDUSTRY/WEAPON DESIGN INFORMATION		YES NO	
d. FORMERLY RESTRICTED DATA		YES NO	
e. INTELLIGENCE INFORMATION		YES NO	
(1) Source/Target/Operational Information (STO)		YES NO	
(2) Plan/IO		YES NO	
f. SPECIAL ACCESS INFORMATION		YES NO	
g. MISD INFORMATION		YES NO	
h. FOREIGN GOVERNMENT INFORMATION		YES NO	
i. LIMITED DISSEMINATION INFORMATION		YES NO	
j. FOR OFFICIAL USE ONLY INFORMATION		YES NO	
k. OTHER (Specify)			
11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:			
a. REQUIRE ACCESS TO COMBINED NAME SECURITY CODES INFORMATION		YES NO	
b. REQUIRE ACCESS TO REPORTS DATA		YES NO	
c. REQUIRE ACCESS TO CRITICAL INDUSTRY/WEAPON DESIGN INFORMATION		YES NO	
d. REQUIRE ACCESS TO FORMERLY RESTRICTED DATA		YES NO	
e. REQUIRE ACCESS TO INTELLIGENCE INFORMATION		YES NO	
f. REQUIRE ACCESS TO (1) Source/Target/Operational Information (STO)		YES NO	
g. REQUIRE ACCESS TO (2) Plan/IO		YES NO	
h. REQUIRE ACCESS TO SPECIAL ACCESS INFORMATION		YES NO	
i. REQUIRE ACCESS TO MISD INFORMATION		YES NO	
j. REQUIRE ACCESS TO FOREIGN GOVERNMENT INFORMATION		YES NO	
k. REQUIRE ACCESS TO LIMITED DISSEMINATION INFORMATION		YES NO	
l. REQUIRE ACCESS TO FOR OFFICIAL USE ONLY INFORMATION		YES NO	
m. REQUIRE ACCESS TO OTHER (Specify)			



<p><b>12. PUBLIC RELEASE.</b> Any information collected or generated pertaining to this contract shall not be released for public dissemination except as provided by the Subject Security Reference unless it has been approved for public release by appropriate U.S. Government authority. Proposed public release shall be submitted for approval prior to release. <input type="checkbox"/> Direct <input checked="" type="checkbox"/> Through (Agency)</p> <p><b>13. TRANSMISSION/CPA</b>          306 South Drive          Scott AFB, IL 62225</p> <p>As the Directorate for Freedom of Information and Security Matters, Office of the Assistant Secretary of Defense (Public Affs.) we request:          "In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency."</p>														
<p><b>14. SECURITY GUIDANCE.</b> The security classification guidance needed for the classified effort is identified below. If any difficulty is encountered in applying it to policies or forms, other contributing factor indicates a need for changes in this guidance. The contractor is authorized and encouraged to provide recommendations. Changes to enhance the guidance or the classification assigned to any document or material furnished or generated under this contract, and to report any changes for incorporation in this guidance to the official classified below. Pending final guidance, the information furnished shall be handled and reported at the highest level of classification assigned or contemplated. (FPI is an exception for the classified effort. Attach, write word under separate correspondence, any change in classification information.) Add additional changes as needed to provide forward guidance.</p> <p>The contractor shall comply with the requirements listed in this contract and be granted, at a minimum, an Interim Facility Clearance of SECRET prior to award of this contract.</p>														
<p><b>15. ADDITIONAL SECURITY REQUIREMENTS.</b> Attachments, in addition to the requirements, are established for this contract. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No          If Yes, identify the particular contractual clause in the contract document that, or describe the specific situation which identifies the additional requirement. Provide a copy of the requirement to the recipient security office. (Use form 12 if additional space is needed.)</p>														
<p><b>16. INSPECTIONS.</b> Elements of this contract are subject to inspection responsibility of the cognate security office. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No          If Yes, specify and identify specific areas or elements covered and the activity responsible for inspection. Use form 12 if additional space is needed.</p>														
<p><b>17. CERTIFICATION AND SIGNATURE.</b> Security requirements stated herein are complete and adequate for safeguarding the classified information to be released as generally under this classified effort. All questions shall be referred to the official named below.</p> <table border="1"> <tr> <td>a. PRINTED NAME OF CERTIFYING OFFICIAL</td> <td>b. TITLE</td> <td>c. TELEPHONE (Include Area Code)</td> </tr> <tr> <td>Steven M. Jernick</td> <td>Deputy Chief, Logistics Plans Division</td> <td>(815) 827-4639</td> </tr> </table>			a. PRINTED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE (Include Area Code)	Steven M. Jernick	Deputy Chief, Logistics Plans Division	(815) 827-4639						
a. PRINTED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE (Include Area Code)												
Steven M. Jernick	Deputy Chief, Logistics Plans Division	(815) 827-4639												
<p>d. ADDRESS (Include Zip Code)          USCENTCOM/CPA          7115 South Broadway Blvd, Bldg 540, Rm 244-J          MacDill AFB, FL 33621</p> <p>e. SIGNATURE  </p>		<p><b>17. REQUIREMENT DISTRIBUTION</b></p> <table border="1"> <tr> <td><input checked="" type="checkbox"/></td> <td>1. CONTRACTOR</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>2. SUBCONTRACTOR</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>3. APPROPRIATE SECURITY OFFICERS (FOR INPUT AND DIRECTION)</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>4. U.S. GOVERNMENT/CONTRACTOR/RESEARCH/SECURITY ADMINISTRATION</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>5. DISTRIBUTION AND CONTRACTING OFFICES</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>6. OTHERS AS NECESSARY</td> </tr> </table>	<input checked="" type="checkbox"/>	1. CONTRACTOR	<input checked="" type="checkbox"/>	2. SUBCONTRACTOR	<input checked="" type="checkbox"/>	3. APPROPRIATE SECURITY OFFICERS (FOR INPUT AND DIRECTION)	<input checked="" type="checkbox"/>	4. U.S. GOVERNMENT/CONTRACTOR/RESEARCH/SECURITY ADMINISTRATION	<input checked="" type="checkbox"/>	5. DISTRIBUTION AND CONTRACTING OFFICES	<input checked="" type="checkbox"/>	6. OTHERS AS NECESSARY
<input checked="" type="checkbox"/>	1. CONTRACTOR													
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<input checked="" type="checkbox"/>	6. OTHERS AS NECESSARY													

DO FORM 284 (BACK), DEC 1993

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1   3</b>
2. AMENDMENT/MODIFICATION NO. <b>P00001</b>	3. EFFECTIVE DATE <b>17-Apr-2008</b>	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE <b>HTC711</b>  USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357		7. ADMINISTERED BY (If other than item 6) CODE  <b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>PRESIDENTIAL AIRWAYS INC</b>  <b>114 HANGAR LANE CAMDEN NC 27921-0000</b>				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>HTC711-08-D-0021</b>	
				X 10B. DATED (SEE ITEM 13) <b>01-May-2008</b>	
CODE <b>1WVA5</b>		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b> Modification Control Number: <b>tchackr081014</b> A. The purpose of this modification is to change <b>CLIN 0000</b> from a COST CLIN to a Firm Fixed Price CLIN. B. All other terms and conditions remain unchanged as a result of this modification.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>ELEANE M. HAYES / CONTRACTING OFFICER</b> TEL: 618-256-6573 EMAIL: <a href="mailto:elaine.hayes@ustrancom.mil">elaine.hayes@ustrancom.mil</a>		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u><i>Elaine M. Hayes</i></u> (Signature of Contracting Officer)	
				16C. DATE SIGNED <b>17-Apr-2008</b>	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 0006

The contract type has changed from COST to FFP.  
The estimated/max cost \$1,400,000.00 has been deleted.  
The pricing detail quantity 1,400,000.00 has been added.  
The unit price amount \$1.00 has been added.  
The unit of issue has changed from Months to Dollars, U.S..  
The ceiling price \$1,400,000.00 has been deleted.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1,400,000	Dollars, U.S.	\$1.00	\$1,400,000.00

Reimbursables  
FFP

The contractor will be reimbursed for all fuel purchases in direct support of this contract, Food/Lodging, 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.

FOB: Destination  
SIGNAL CODE: A

---

NET AMT

\$1,400,000.00

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0006 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
---------------	----------	-----------------	-----

POP 01-MAY-2008 TO N/A  
30-NOV-2008

USTRANSCOM-AQ - HTC711  
PAMELA S. HALL  
508 SCOTT DR  
SCOTT AFB IL 62225-5357  
618-229-2468  
FOB: Destination

HTC711

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 01-MAY-2008 TO  
30-NOV-2008

N/A

USTRANSCOM-AQ - HTC711  
PAMELA S. HALL  
508 SCOTT DR  
SCOTT AFB IL 62225-5357  
618-229-2468  
FOB: Destination

HTC711

(End of Summary of Changes)

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER F35T0000619100		PAGE 1 OF 13	
2. CONTRACT NO. HTC711-08-D-0021		3. AWARD/EFFECTIVE DATE 01-May-2008		4. ORDER NUMBER 0001		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY USTRANSCOM-AQ - HTC711 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: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS Net 30 Days	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  <b>SEE ITEM 9</b>		CODE	
17a. CONTRACTOR/OFFEROR PRESIDENTIAL AIRWAYS INC 114 HANGAR LANE CAMDEN NC 27921-0000		CODE 1WVA5		18a. PAYMENT WILL BE MADE BY DFAS-RO-FPT- HQ0302 325 BROOK ROAD ROME NY 13441-4527		CODE HQ0302	
		FACILITY CODE					
<input type="checkbox"/> 17d. 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	
		<b>SEE SCHEDULE</b>				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA  See Schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only)  \$18,346,186.34			
<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 type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> 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 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:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  <i>Pamela S Hall</i>		31c. DATE SIGNED 29-Apr-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			

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

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

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

PAGE 2 OF 13

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

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

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

Section SF 1449 - CONTINUATION SHEET

ACCOUNTING AND APPROPRIATION DATA

AA: 2182020.0000 0000 8A-2084 P135197.0000 22NL 8334G4 MIPR8F34G40108 34G483 S09076  
 AMOUNT: \$16,346,186.34  
 CIN F3ST96806191000000AA: \$16,346,186.34

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-MAY-2008 TO 30-NOV-2008	N/A	USTRANSCOM-AQ - HTC711 ELAINE M. HAYES 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6673 FOB: Destination	HTC711
000101	POP 01-MAY-2008 TO 30-NOV-2008	N/A	N/A FOB: Destination	
0002	POP 01-MAY-2008 TO 30-NOV-2008	N/A	USTRANSCOM-AQ - HTC711 ELAINE M. HAYES 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6673 FOB: Destination	HTC711
000201	POP 01-MAY-2008 TO 30-NOV-2008	N/A	N/A FOB: Destination	
0003	POP 01-MAY-2008 TO 30-NOV-2008	N/A	USTRANSCOM-AQ - HTC711 ELAINE M. HAYES 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6673 FOB: Destination	HTC711
000301	POP 01-MAY-2008 TO 30-NOV-2008	N/A	N/A FOB: Destination	

0004	POP 01-MAY-2008 TO 30-NOV-2008	N/A	USTRANSCOM-AQ - HTC711 ELAINE M. HAYES 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6673 FOB: Destination	HTC711
000401	POP 01-MAY-2008 TO 30-NOV-2008	N/A	N/A FOB: Destination	
0005	POP 01-MAY-2008 TO 30-NOV-2008	N/A	USTRANSCOM-AQ - HTC711 ELAINE M. HAYES 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6673 FOB: Destination	HTC711
000501	POP 01-MAY-2008 TO 30-NOV-2008	N/A	N/A FOB: Destination	
0006	POP 01-MAY-2008 TO 30-NOV-2008	N/A	USTRANSCOM-AQ - HTC711 ELAINE M. HAYES 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6673 FOB: Destination	HTC711
000601	POP 01-MAY-2008 TO 30-NOV-2008	N/A	N/A FOB: Destination	
0007	POP 01-MAY-2008 TO 30-NOV-2008	N/A	USTRANSCOM-AQ - HTC711 ELAINE M. HAYES 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6673 FOB: Destination	HTC711
000701	POP 01-MAY-2008 TO 30-NOV-2008	N/A	N/A FOB: Destination	

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government



000201	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
000301	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
000401	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
000501	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
000601	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
000701	Destination	Government	Destination	Government

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		1	Each	\$6,701,368.75	\$6,701,368.75

Positioning  
FFP

Position aircraft into Afghanistan.

The minimum guarantee is the value of CLIN 0001. The maximum guarantee is the sum of all CLINs.

FOB: Destination

MILSTRIP: F3ST9680619100

PURCHASE REQUEST NUMBER: F3ST9680619100

SIGNAL CODE: A

MAX  
NET AMT

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\$6,701,368.75

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000101	Positioning FFP Funding for CLIN 0001. FOB: Destination MILSTRIP: F3ST9680619100 PURCHASE REQUEST NUMBER: F3ST9680619100 SIGNAL CODE: A	UNDEFINED	Each	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED
	ACRN AA CIN: F3ST96806191000000AA				\$6,701,368.75

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Dedicated Monthly Rate - Aircraft #1 FFP The contractor shall provide one rotary wing aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor).  Any additional monthly costs past the initial contract period of 30 Nov 08 will be \$404,541.24. FOB: Destination MILSTRIP: F3ST9680619100 PURCHASE REQUEST NUMBER: F3ST9680619100 SIGNAL CODE: A	7	Months	\$142,312.19	\$996,185.33
				MAX NET AMT	\$996,185.33

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201		UNDEFINED	Months	UNDEFINED	UNDEFINED
	Dedicated Monthly Rate - Aircraft #1				
	FFP				
	Funding for CLIN 0002.				
	FOB: Destination				
	MILSTRIP: F3ST9680619100				
	PURCHASE REQUEST NUMBER: F3ST9680619100				
	SIGNAL CODE: A				
				NET AMT	UNDEFINED
	ACRN AA				\$996,185.33
	CIN: F3ST96806191000000AA				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		7	Months	\$142,312.19	\$996,185.33
	Dedicated Monthly Rate - Aircraft #2				
	FFP				
	The contractor shall provide one rotary wing aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor).				
	Any additional monthly costs past the initial contract period of 30 Nov 08 will be \$404,541.24.				
	FOB: Destination				
	MILSTRIP: F3ST9680619100				
	PURCHASE REQUEST NUMBER: F3ST9680619100				
	SIGNAL CODE: A				
				MAX NET AMT	\$996,185.33

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		7	Months	\$142,312.19	\$996,185.33
	Dedicated Monthly Rate - Aircraft #3 FFP				
	The contractor shall provide one rotary wing aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor).				
	Any additional monthly costs past the initial contract period of 30 Nov 08 will be \$404,541.24.				
	FOB: Destination				
	MILSTRIP: F3ST9680619100				
	PURCHASE REQUEST NUMBER: F3ST9680619100				
	SIGNAL CODE: A				
				MAX NET AMT	\$996,185.33

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000401	Dedicated Monthly Rate - Aircraft #3 FFP Funding for CLIN 0004. FOB: Destination MILSTRIP: F3ST9680619100 PURCHASE REQUEST NUMBER: F3ST9680619100 SIGNAL CODE: A	UNDEFINED	Months	UNDEFINED	UNDEFINED
MAX NET AMT					UNDEFINED
ACRN AA CIN: F3ST96806191000000AA					\$996,185.33

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Blade Hour Rate FFP Only blade flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block out" to "block in" time to the nearest 1/10 hour expressed in local time. Blade flying hour rate should not include fuel. (Fuel is covered in CLIN 0006). Flying to take place within Afghanistan. FOB: Destination MILSTRIP: F3ST9680619100 PURCHASE REQUEST NUMBER: F3ST9680619100 SIGNAL CODE: A	2,730	Hours	\$1,375.92	\$3,756,261.60
MAX NET AMT					\$3,756,261.60

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000501	Blade Hour Rate FFP Funding for CLIN 0005. FOB: Destination MILSTRIP: F3ST9680619100 PURCHASE REQUEST NUMBER: F3ST9680619100 SIGNAL CODE: A	UNDEFINED	Hours	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED
	ACRN AA CIN: F3ST96806191000000AA				\$3,756,261.60

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006		1,400,000	Dollars, U.S.	\$1.00	\$1,400,000.00

**Reimbursables****FFP**

The contractor will be reimbursed for all fuel purchases in direct support of this contract, Food/Lodging, 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.

**FOB: Destination****MILSTRIP: F3ST9680619100****PURCHASE REQUEST NUMBER: F3ST9680619100****SIGNAL CODE: A**

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**MAX  
NET AMT****\$1,400,000.00**

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000601		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED
	Reimbursables FFP Funding for CLIN 0006. FOB: Destination MILSTRIP: F3ST9680619100 PURCHASE REQUEST NUMBER: F3ST9680619100 SIGNAL CODE: A				
				MAX NET AMT	UNDEFINED
	ACRN AA CIN: F3ST96806191000000AA				\$1,400,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007		UNDEFINED	Each	UNDEFINED	UNDEFINED
	Depositioning COST Aircraft will be depositioned from Afghanistan to contractor's CONUS facility. Cost to deposition aircraft shall not exceed \$1,500,000.00. Contractor must provide documentation/receipts to the Contracting Officer for approval. FOB: Destination MILSTRIP: F3ST9680619100 PURCHASE REQUEST NUMBER: F3ST9680619100 SIGNAL CODE: A				
				MAX COST	\$1,500,000.00



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000701	Depositioning COST Funding for CLIN 0007. FOB: Destination MILSTRIP: F3ST9680619100 PURCHASE REQUEST NUMBER: F3ST9680619100 SIGNAL CODE: A	UNDEFINED	Each	UNDEFINED	UNDEFINED
				MAX COST	UNDEFINED
	ACRN AA CIN: F3ST96806191000000AA				\$1,500,000.00