

**UNITED STATES TRANSPORTATION COMMAND  
(USTRANSCOM)**

**Contract No. HTC711-09-D-0022**

**Order No. 0001**

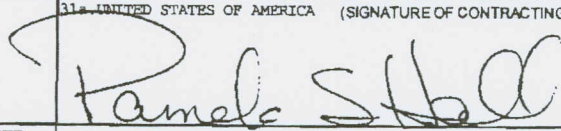
**Rotary Wing Transport**

**19 December 2008**

**Awarded to: Canadian Commercial Corporation**

Released under FOIA 09-34

FOIA Exemption 5 U.S.C. 552(b)(6) applies

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 105	
2. CONTRACT NO. HTC711-09-D-0022		3. AWARD/EFFECTIVE DATE 19-Dec-2008		4. ORDER NUMBER		5. SOLICITATION NUMBER HTC711-08-R-0020	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KRISSEY R. HACKSTADT				b. TELEPHONE NUMBER (No Collect Calls) 618-256-6645	
9. ISSUED BY  USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357  TEL: CONTACT BUYER FAX: CONTACT BUYER		CODE HTC711		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS: 481211		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357		CODE HTC711		16. ADMINISTERED BY  <b>SEE ITEM 9</b>			
17a. CONTRACTOR/OFFEROR  CANADIAN COMMERCIAL CORPORATION (b)(6) 50 O'CONNOR ST SUITE 1100 OTTAWA K1A 0S6  TEL. (b)(6)		CODE 98247  FACILITY CODE		18a. PAYMENT WILL BE MADE BY  DFAS-LIMESTONE - F67100 ATTN: DFAS-LI-JAQBDD 27 ARKANSAS RD LIMESTONE ME 04751-6216			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$32,145,950.00 EST</b>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 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)  		31c. DATE SIGNED  19-Dec-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: pameela.hall@ustranscom.mil			



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

PAGE 2 OF 105

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT  
REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT  
REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

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

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

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

42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0100		1	Lot	\$730,950.00	\$730,950.00

Positioning - Medium-Lift

FFP

Base Year; POP 19 Dec 2008 - 30 Nov 2009

Total cost to position medium-lift aircraft, personnel, equipment, and spare parts into Afghanistan.

The minimum guarantee for this contract is \$2500. The Afghanistan Rotary Wing Program maximum inclusive of all current and future contract awards is \$990M.

Cost to position 1 aircraft: \$253,500

Cost to position 2 aircraft: \$483,300

Cost to position 3 aircraft: \$730,950

FOB: Destination

SIGNAL CODE: A

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MAX	\$730,950.00
NET AMT	



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0200		1,000,000	Fuel Usage	\$1.00	\$1,000,000.00 EST

Reimbursables – Recurring (Fuel)

FFP

Base Year; POP 19 Dec 2008 - 30 Nov 2009

The contractor will be reimbursed for all fuel purchases in direct support

of this contract. Requests for fuel reimbursements shall be supported by paid receipts. In the event paid receipts cannot be furnished, other documentation must be submitted. All indirect costs, such as overhead, G&A expenses or profit that may otherwise be allocated to fuel reimbursements hereunder are specifically prohibited.

FOB: Destination

SIGNAL CODE: A

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MAX

\$1,000,000.00 (EST.)

NET AMT



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0201		3,000,000	Each	\$1.00	\$3,000,000.00 EST

Reimbursables – Non-Recurring Deployment

FFP

Base Year; POP 19 Dec 2008 - 30 Nov 2009

Non-Recurring Deployment and Infrastructure Costs

This CLIN covers non-recurring direct costs associated with deployment and infrastructure (facilities) when required to support contractor operations. Such costs may include the procurement and establishment of facilities, needed equipment, initial utilities hook-up charges, establishment of employee life support, CRC training, travel, and other infrastructure costs (not otherwise provided by the Government). The Government reserves the right to determine whether or not the proposed expenses are necessary for the contractor's performance under this contract and their reasonableness.

Examples of non-recurring expenses that will not be reimbursable under this CLIN include, but not limited to, all indirect costs (except G&A), FCCOM, profit, costs allocable to the other FFP CLINs, equipment and parts required to maintain the aircraft to include initial on-hands stock, communications and computer equipment needed to perform the PWS requirements, transportation costs for personnel or equipment once in theater, office supplies, personal items (cell phones, uniforms, medical exams/medications, VISAs, personal travel, and general morale and welfare items such as refrigerators, radios, etc), employees salaries, medical coverage, life insurance, R&R, R&R travel, other required insurance and maintenance stockpiles, service items, etc. The Government emphasizes this list is not inclusive, Contractors should not presume an item will be approved. If you plan on invoicing items that are questionable, you should presume this expense will not be approved.

The amount shown for this CLIN is Government estimated. The Contracting Officer will provide formal approval or disapproval of proposed expenses to the Contractor in a timely manner. In addition, the Contractor is authorized to apply indirect General & Administrative (G&A) expenses to approved non-recurring direct costs under this CLIN. The G&A factor applied to base costs as agreed to



by the Contracting Officer in the pre-award process is 0%. This factor will remain the same throughout the period of performance of this contract unless otherwise mutually agreed to.

FOB: Destination

SIGNAL CODE: A

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MAX

\$3,000,000.00 (EST.)

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0300		12	Lot	\$1,365,000.00	\$16,380,000.00

Dedicated Monthly Rate - Medium-Lift

FFP

Base Year; POP 19 Dec 2008 - 30 Nov 2009

Monthly Rate for one medium lift aircraft is \$455,000.

Total cost to provide medium lift aircraft service for three aircraft in Afghanistan IAW attached Performance Work Statement (PWS). The contractor shall provide rotary wing aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor).

FOB: Destination

SIGNAL CODE: A

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MAX

\$16,380,000.00

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0400		5,400	Hours	\$1,900.00	\$10,260,000.00

Blade Hour Rate - Medium-Lift

FFP

Base Year; POP 19 Dec 2008 - 30 Nov 2009

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 the Reimbursables CLIN).

FOB: Destination

SIGNAL CODE: A

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MAX

\$10,260,000.00

NET AMT



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0500		1	Lot	\$775,000.00	\$775,000.00 NTE

Depositioning - Medium-Lift

FFP

Base Year; POP 19 Dec 2008 - 30 Nov 2009

Aircraft will be depositioned from Afghanistan to contractor's CONUS facility. Cost to deposition medium-lift aircraft shall not exceed the amounts identified below. Contractor must provide documentation/receipts to the Contracting Officer for approval.

Cost to position 1 aircraft: \$253,500

Cost to position 2 aircraft: \$483,300

Cost to position 3 aircraft: \$730,950

FOB: Destination

SIGNAL CODE: A

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MAX	\$775,000.00
NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1200		1,000,000	Fuel Usage	\$1.00	\$1,000,000.00 EST

OPTION Reimbursables – Recurring (Fuel)

FFP

Option Year 1; POP 1 Dec 2009 - 30 Nov 2010

The contractor will be reimbursed for all fuel purchases in direct support

of this contract. Requests for fuel reimbursements shall be supported by paid receipts. In the event paid receipts cannot be furnished, other documentation must be submitted. All indirect costs, such as overhead, G&A expenses or profit that may otherwise be allocated to fuel reimbursements hereunder are specifically prohibited.

FOB: Destination

SIGNAL CODE: A

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MAX

\$1,000,000.00 (EST.)

NET AMT





ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1201		100,000	Each	\$1.00	\$100,000.00 EST

OPTION Reimbursables – Non-Recurring

FFP

Option Year 1; POP 1 Dec 2009 - 30 Nov 2010

Non-Recurring Deployment and Infrastructure Costs

This CLIN covers non-recurring direct costs associated with deployment and infrastructure (facilities) when required to support contractor operations. Such costs may include the procurement and establishment of facilities, needed equipment, initial utilities hook-up charges, establishment of employee life support, CRC training, travel, and other infrastructure costs (not otherwise provided by the Government). The Government reserves the right to determine whether or not the proposed expenses are necessary for the contractor's performance under this contract and their reasonableness.

Examples of non-recurring expenses that will not be reimbursable under this CLIN include, but not limited to, all indirect costs (except G&A), FCCOM, profit, costs allocable to the other FFP CLINs, equipment and parts required to maintain the aircraft to include initial on-hands stock, communications and computer equipment needed to perform the PWS requirements, transportation costs for personnel or equipment once in theater, office supplies, personal items (cell phones, uniforms, medical exams/medications, VISAs, personal travel, and general morale and welfare items such refrigerators, radios, etc), employees salaries, medical coverage, life insurance, R&R, R&R travel, other required insurance and maintenance stockpiles, service items, etc. The Government emphasises this list is not inclusive, Contractors should not presume an item will be approved. If you plan on invoicing items that are questionable, you should presume this expense will not be approved.

The amount shown for this CLIN is Government estimated. The Contracting Officer will provide formal approval or disapproval of proposed expenses to the Contractor in a timely manner. In addition, the Contractor is authorized to apply indirect General & Administrative (G&A) expenses to approved non-recurring direct costs under this CLIN. The G&A factor applied to base costs as agreed to

by the Contracting Officer in the pre-award process is 0%. This factor will remain the same throughout the period of performance of this contract unless otherwise mutually agreed to.

FOB: Destination

SIGNAL CODE: A

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MAX

\$100,000.00 (EST.)

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1300		12	Months	\$1,419,000.00	\$17,028,000.00

OPTION Dedicated Monthly Rate - Medium-Lift

FFP

Option Year 1; POP 1 Dec 2009 - 30 Nov 2010

Monthly Rate for one medium lift aircraft is \$455,000.

Total cost to provide medium lift aircraft service for three aircraft in Afghanistan IAW attached Performance Work Statement (PWS). The contractor shall provide rotary wing aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor).

FOB: Destination

SIGNAL CODE: A

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MAX

\$17,028,000.00

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1400		5,400	Hours	\$1,975.00	\$10,665,000.00

OPTION Blade Hour Rate - Medium-Lift

FFP

Option Year 1; POP 1 Dec 2009 - 30 Nov 2010

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 the Reimbursables CLIN).

FOB: Destination

SIGNAL CODE: A

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MAX

\$10,665,000.00

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1500		1	Lot	\$821,500.00	\$821,500.00 NTE

OPTION Depositioning - Medium-Lift

FFP

Option Year 1; POP 1 Dec 2009 - 30 Nov 2010

Aircraft will be depositioned from Afghanistan to contractor's CONUS facility. Cost to deposition medium-lift aircraft shall not exceed the amounts identified below. Contractor must provide documentation/receipts to the Contracting Officer for approval.

Cost to position 1 aircraft: \$253,500

Cost to position 2 aircraft: \$483,300

Cost to position 3 aircraft: \$730,950

FOB: Destination

SIGNAL CODE: A

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MAX	\$821,500.00
NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2200		1,000,000	Fuel Usage	\$1.00	\$1,000,000.00 EST

OPTION Reimbursables – Recurring (Fuel)

FFP

Option Year 2; POP 1 Dec 2010 - 30 Nov 2011

The contractor will be reimbursed for all fuel purchases in direct support

of this contract. Requests for fuel reimbursements shall be supported by paid receipts. In the event paid receipts cannot be furnished, other documentation must be submitted. All indirect costs, such as overhead, G&A expenses or profit that may otherwise be allocated to fuel reimbursements hereunder are specifically prohibited.

FOB: Destination

SIGNAL CODE: A

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MAX

\$1,000,000.00 (EST.)

NET AMT





ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2201		100,000	Each	\$1.00	\$100,000.00 EST

OPTION Reimbursables – Non-Recurring

FFP

Option Year 2; POP 1 Dec 2010 - 30 Nov 2011

Non-Recurring Deployment and Infrastructure Costs

This CLIN covers non-recurring direct costs associated with deployment and infrastructure (facilities) when required to support contractor operations. Such costs may include the procurement and establishment of facilities, needed equipment, initial utilities hook-up charges, establishment of employee life support, CRC training, travel, and other infrastructure costs (not otherwise provided by the Government). The Government reserves the right to determine whether or not the proposed expenses are necessary for the contractor's performance under this contract and their reasonableness.

Examples of non-recurring expenses that will not be reimbursable under this CLIN include, but not limited to, all indirect costs (except G&A), FCCOM, profit, costs allocable to the other FFP CLINs, equipment and parts required to maintain the aircraft to include initial on-hands stock, communications and computer equipment needed to perform the PWS requirements, transportation costs for personnel or equipment once in theater, office supplies, personal items (cell phones, uniforms, medical exams/medications, VISAs, personal travel, and general morale and welfare items such as refrigerators, radios, etc), employees salaries, medical coverage, life insurance, R&R, R&R travel, other required insurance and maintenance stockpiles, service items, etc. The Government emphasizes this list is not inclusive, Contractors should not presume an item will be approved. If you plan on invoicing items that are questionable, you should presume this expense will not be approved.

The amount shown for this CLIN is Government estimated. The Contracting Officer will provide formal approval or disapproval of proposed expenses to the Contractor in a timely manner. In addition, the Contractor is authorized to apply indirect General & Administrative (G&A) expenses to approved non-recurring direct costs under this CLIN. The G&A factor applied to base costs as agreed to

by the Contracting Officer in the pre-award process is 0%. This factor will remain the same throughout the period of performance of this contract unless otherwise mutually agreed to.

FOB: Destination

SIGNAL CODE: A

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MAX	\$100,000.00 (EST.)
NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2300		12	Lot	\$1,476,000.00	\$17,712,000.00

OPTION Dedicated Monthly Rate - Medium-Lift

FFP

Option Year 2; POP 1 Dec 2010 - 30 Nov 2011

Monthly Rate for one medium lift aircraft is \$455,000.

Total cost to provide medium lift aircraft service for three aircraft in Afghanistan IAW attached Performance Work Statement (PWS). The contractor shall provide rotary wing aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor).

FOB: Destination

SIGNAL CODE: A

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MAX

\$17,712,000.00

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2400		5,400	Hours	\$2,055.00	\$11,097,000.00

OPTION Blade Hour Rate - Medium-Lift

FFP

Option Year 2; POP 1 Dec 2010 - 30 Nov 2011

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 the Reimbursables CLIN).

FOB: Destination

SIGNAL CODE: A

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MAX

\$11,097,000.00

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2500		1	Lot	\$870,000.00	\$870,000.00 NTE

OPTION Depositioning - Medium-Lift

FFP

Option Year 2; POP 1 Dec 2010 - 30 Nov 2011

Aircraft will be depositioned from Afghanistan to contractor's CONUS facility. Cost to deposition medium-lift aircraft shall not exceed the amounts identified below. Contractor must provide documentation/receipts to the Contracting Officer for approval.

Cost to position 1 aircraft: \$253,500

Cost to position 2 aircraft: \$483,300

Cost to position 3 aircraft: \$730,950

FOB: Destination

SIGNAL CODE: A

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MAX	\$870,000.00
NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3200		1,000,000	Fuel Usage	\$1.00	\$1,000,000.00 EST

OPTION Reimbursables – Recurring (Fuel)

FFP

Option Year 3; POP 1 Dec 2011 - 30 Nov 2012

The contractor will be reimbursed for all fuel purchases in direct support

of this contract. Requests for fuel reimbursements shall be supported by paid receipts. In the event paid receipts cannot be furnished, other documentation must be submitted. All indirect costs, such as overhead, G&A expenses or profit that may otherwise be allocated to fuel reimbursements hereunder are specifically prohibited.

FOB: Destination

SIGNAL CODE: A

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MAX

\$1,000,000.00 (EST.)

NET AMT





ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3201		100,000	Each	\$1.00	\$100,000.00 EST

OPTION Reimbursables – Non-Recurring

FFP

Option Year 3; POP 1 Dec 2011 - 30 Nov 2012

Non-Recurring Deployment and Infrastructure Costs

This CLIN covers non-recurring direct costs associated with deployment and infrastructure (facilities) when required to support contractor operations. Such costs may include the procurement and establishment of facilities, needed equipment, initial utilities hook-up charges, establishment of employee life support, CRC training, travel, and other infrastructure costs (not otherwise provided by the Government). The Government reserves the right to determine whether or not the proposed expenses are necessary for the contractor's performance under this contract and their reasonableness.

Examples of non-recurring expenses that will not be reimbursable under this CLIN include, but not limited to, all indirect costs (except G&A), FCCOM, profit, costs allocable to the other FFP CLINs, equipment and parts required to maintain the aircraft to include initial on-hands stock, communications and computer equipment needed to perform the PWS requirements, transportation costs for personnel or equipment once in theater, office supplies, personal items (cell phones, uniforms, medical exams/medications, VISAs, personal travel, and general morale and welfare items such as refrigerators, radios, etc), employees salaries, medical coverage, life insurance, R&R, R&R travel, other required insurance and maintenance stockpiles, service items, etc. The Government emphasizes this list is not inclusive, Contractors should not presume an item will be approved. If you plan on invoicing items that are questionable, you should presume this expense will not be approved.

The amount shown for this CLIN is Government estimated. The Contracting Officer will provide formal approval or disapproval of proposed expenses to the Contractor in a timely manner. In addition, the Contractor is authorized to apply indirect General & Administrative (G&A) expenses to approved non-recurring direct costs under this CLIN. The G&A factor applied to base costs as agreed to

by the Contracting Officer in the pre-award process is 0%. This factor will remain the same throughout the period of performance of this contract unless otherwise mutually agreed to.

FOB: Destination

SIGNAL CODE: A

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MAX

\$100,000.00 (EST.)

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3300		12	Months	\$1,536,000.00	\$18,432,000.00

OPTION Dedicated Monthly Rate - Medium-Lift

FFP

Option Year 3; POP 1 Dec 2011 - 30 Nov 2012

Monthly Rate for one medium lift aircraft is \$455,000.

Total cost to provide medium lift aircraft service for three aircraft in Afghanistan IAW attached Performance Work Statement (PWS). The contractor shall provide rotary wing aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor).

FOB: Destination

SIGNAL CODE: A

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MAX

\$18,432,000.00

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3400		5,400	Hours	\$2,140.00	\$11,556,000.00

OPTION Blade Hour Rate - Medium-Lift

FFP

Option Year 3; POP 1 Dec 2011 - 30 Nov 2012

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 the Reimbursables CLIN).

FOB: Destination

SIGNAL CODE: A

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MAX

\$11,556,000.00

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3500		1	Lot	\$920,000.00	\$920,000.00 NTE

OPTION Depositioning - Medium-Lift

FFP

Option Year 3; POP 1 Dec 2011 - 30 Nov 2012

Aircraft will be depositioned from Afghanistan to contractor's CONUS facility. Cost to deposition medium-lift aircraft shall not exceed the amounts identified below. Contractor must provide documentation/receipts to the Contracting Officer for approval.

Cost to position 1 aircraft: \$253,500

Cost to position 2 aircraft: \$483,300

Cost to position 3 aircraft: \$730,950

FOB: Destination

SIGNAL CODE: A

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MAX

\$920,000.00

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4200		1,000,000	Fuel Usage	\$1.00	\$1,000,000.00 EST

OPTION Reimbursables – Recurring (Fuel)

FFP

Option Year 3; POP 1 Dec 2011 - 30 Nov 2012

The contractor will be reimbursed for all fuel purchases in direct support

of this contract. Requests for fuel reimbursements shall be supported by paid receipts. In the event paid receipts cannot be furnished, other documentation must be submitted. All indirect costs, such as overhead, G&A expenses or profit that may otherwise be allocated to fuel reimbursements hereunder are specifically prohibited.

FOB: Destination

SIGNAL CODE: A

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MAX

\$1,000,000.00 (EST.)

NET AMT





ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4201		100,000	Each	\$1.00	\$100,000.00 EST

OPTION Reimbursables – Non-Recurring

FFP

Option Year 4; POP 1 Dec 2012 - 30 Nov 2013

Non-Recurring Deployment and Infrastructure Costs

This CLIN covers non-recurring direct costs associated with deployment and infrastructure (facilities) when required to support contractor operations. Such costs may include the procurement and establishment of facilities, needed equipment, initial utilities hook-up charges, establishment of employee life support, CRC training, travel, and other infrastructure costs (not otherwise provided by the Government). The Government reserves the right to determine whether or not the proposed expenses are necessary for the contractor's performance under this contract and their reasonableness.

Examples of non-recurring expenses that will not be reimbursable under this CLIN include, but not limited to, all indirect costs (except G&A), FCCOM, profit, costs allocable to the other FFP CLINs, equipment and parts required to maintain the aircraft to include initial on-hands stock, communications and computer equipment needed to perform the PWS requirements, transportation costs for personnel or equipment once in theater, office supplies, personal items (cell phones, uniforms, medical exams/medications, VISAs, personal travel, and general morale and welfare items such refrigerators, radios, etc), employees salaries, medical coverage, life insurance, R&R, R&R travel, other required insurance and maintenance stockpiles, service items, etc. The Government emphasises this list is not inclusive, Contractors should not presume an item will be approved. If you plan on invoicing items that are questionable, you should presume this expense will not be approved.

The amount shown for this CLIN is Government estimated. The Contracting Officer will provide formal approval or disapproval of proposed expenses to the Contractor in a timely manner. In addition, the Contractor is authorized to apply indirect General & Administrative (G&A) expenses to approved non-recurring direct costs under this CLIN. The G&A factor applied to base costs as agreed to

by the Contracting Officer in the pre-award process is 0%. This factor will remain the same throughout the period of performance of this contract unless otherwise mutually agreed to.

FOB: Destination

SIGNAL CODE: A

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MAX

\$100,000.00 (EST.)

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4300		12	Months	\$1,597,500.00	\$19,170,000.00

## OPTION

Dedicated Monthly Rate - Medium-Lift

FFP

Option Year 4; POP 1 Dec 2012 - 30 Nov 2013

Monthly Rate for one medium lift aircraft is \$455,000.

Total cost to provide medium lift aircraft service for three aircraft in Afghanistan IAW attached Performance Work Statement (PWS). The contractor shall provide rotary wing aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor).

FOB: Destination

SIGNAL CODE: A

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MAX

\$19,170,000.00

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4400		5,400	Hours	\$2,225.00	\$12,015,000.00

OPTION Blade Hour Rate - Medium-Lift

FFP

Option Year 4; POP 1 Dec 2012 - 30 Nov 2013

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 the Reimbursables CLIN).

FOB: Destination

SIGNAL CODE: A

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MAX

\$12,015,000.00

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4500		1	Lot	\$975,000.00	\$975,000.00 NTE

OPTION Depositioning - Medium-Lift

FFP

Option Year 4; POP 1 Dec 2012 - 30 Nov 2013

Aircraft will be depositioned from Afghanistan to contractor's CONUS facility.  
Cost to deposition medium-lift aircraft shall not exceed the amounts identified  
below. Contractor must provide documentation/receipts to the Contracting  
Officer for approval.

Cost to position 1 aircraft: \$253,500

Cost to position 2 aircraft: \$483,300

Cost to position 3 aircraft: \$730,950

FOB: Destination

SIGNAL CODE: A

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MAX

\$975,000.00

NET AMT

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0100	Destination	Government	Destination	Government
0200	Destination	Government	Destination	Government
0201	Destination	Government	Destination	Government
0300	Destination	Government	Destination	Government
0400	Destination	Government	Destination	Government
0500	Destination	Government	Destination	Government
1200	Destination	Government	Destination	Government
1201	Destination	Government	Destination	Government
1300	Destination	Government	Destination	Government
1400	Destination	Government	Destination	Government
1500	Destination	Government	Destination	Government
2200	Destination	Government	Destination	Government
2201	Destination	Government	Destination	Government
2300	Destination	Government	Destination	Government
2400	Destination	Government	Destination	Government
2500	Destination	Government	Destination	Government
3200	Destination	Government	Destination	Government



3201	Destination	Government	Destination	Government
3300	Destination	Government	Destination	Government
3400	Destination	Government	Destination	Government
3500	Destination	Government	Destination	Government
4200	Destination	Government	Destination	Government
4201	Destination	Government	Destination	Government
4300	Destination	Government	Destination	Government
4400	Destination	Government	Destination	Government
4500	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0100	POP 19-DEC-2008 TO 30-NOV-2009	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711
0200	POP 19-DEC-2008 TO 30-NOV-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0201	POP 19-DEC-2008 TO 30-NOV-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0300	POP 19-DEC-2008 TO 30-NOV-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
0400	POP 19-DEC-2008 TO 30-NOV-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711

0500	POP 19-DEC-2008 TO 30-NOV-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
1200	POP 01-DEC-2009 TO 30-NOV-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
1201	POP 01-DEC-2009 TO 30-NOV-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
1300	POP 01-DEC-2009 TO 30-NOV-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
1400	POP 01-DEC-2009 TO 30-NOV-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
1500	POP 01-DEC-2009 TO 30-NOV-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
2200	POP 01-DEC-2010 TO 30-NOV-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
2201	POP 01-DEC-2010 TO 30-NOV-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
2300	POP 01-DEC-2010 TO 30-NOV-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
2400	POP 01-DEC-2010 TO 30-NOV-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
2500	POP 01-DEC-2010 TO 30-NOV-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
3200	POP 01-DEC-2011 TO 30-NOV-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
3201	POP 01-DEC-2011 TO 30-NOV-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
3300	POP 01-DEC-2011 TO 30-NOV-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
3400	POP 01-DEC-2011 TO 30-NOV-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
3500	POP 01-DEC-2011 TO 30-NOV-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
4200	POP 01-DEC-2012 TO 30-NOV-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711

4201	POP 01-DEC-2012 TO 30-NOV-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
4300	POP 01-DEC-2012 TO 30-NOV-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
4400	POP 01-DEC-2012 TO 30-NOV-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
4500	POP 01-DEC-2012 TO 30-NOV-2013	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	APR 2008
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.212-5 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Deviation)	JUN 2008
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.232-4	Payments Under Transportation Contracts and Transportation-Related Services Contracts	APR 1984
52.232-33	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)	MAR 2008
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



252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
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 (JUN 2008) (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)(1) 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 for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(viii) 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.)

(ix) 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.)

(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.

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

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

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

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 19 December 2008 through 30 November 2013 [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 2 aircraft, 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 eight (8) blade hours per aircraft per day;

(2) Any order for a combination of items in excess of 1800 blade hours per aircraft per year; 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)

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance

hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days prior to the end of the contract period of performance.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract 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 until funds are made available to the Contracting

Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 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 I) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

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

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES  
DEPLOYED OUTSIDE THE UNITED STATES (MAR 2008)

(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.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Subordinate joint force commander means a sub-unified commander or joint task force commander.

(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; or



(iii) Other military operations or military exercises, when 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. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

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

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

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

(iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(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 designated operational area are authorized to receive 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 designated operational area 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 designated operational area. 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. However, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(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 designated operational area 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, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(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 war crime 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) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(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 D-ROPS Cell In Passenger Center upon arrival at the deployed location. They will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

(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 card.

(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 contract. 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 designated operational area 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 designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area 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; or

(3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of clause)

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

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

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

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

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

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

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

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

(1) A foreign government;



(2) A representative of a foreign government; or

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

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

(End of clause)

5552.242-9000 COMMON ACCESS CARDS (CACs) FOR CONTRACTOR PERSONNEL (AUG 2008)

(a) When contractor performance is required on government installation(s)/location(s), contractors shall ensure Common Access Cards (CACs) are obtained by all contract or subcontract employees who meet one or both of the following criteria:

(1) Require long-term logical access to Department of Defense computer networks and systems in either:

(i) the unclassified environment; or

(ii) the classified environment where authorized by governing security directives.

(2) Perform work on a long-term basis, which requires the use of a CAC for installation entry control or physical access to facilities and buildings.

(b) Contractors and their employees shall use the following procedures to obtain CACs:

(1) Contractors shall provide a listing of their employees that will require a CAC to the contracting officer. The listing will contain the following information in order for a CAC application to be created in the Contractor Verification System (CVS): last, middle, and first names; Social Security Number; Date of Birth; email address; the contract number; and the contract end date. The contracting officer will provide a copy of the list to the government representative in the local organization designated to authorize issuance of contractor CACs (i.e., Trusted Agent (TA)). The TA will then create a CAC application in the Contractor Verification System (CVS.)

(2) Once the TA has created the CAC application, a temporary login/password will be generated in CVS. The TA will notify each contractor employee when his/her application is created and will securely distribute the login/password to that contractor employee. Each contractor employee will then enter the CVS web site using the temporary login/password and complete the CAC application and submit it back to the TA.

(3) If contractor employees will not require access to classified information, each contractor employee will be required to complete either the Questionnaire for Non-Sensitive Positions (SF85), located at

www.opm.gov/forms/pdf\_fill/SF85.pdf, or the Questionnaire for Public Trust Positions (SF85P) and submit fingerprint cards (FD-258) to the USTRANSCOM contracting officer who will verify each employee and then forward the documents to the Security Services Center for processing. The questionnaires and fingerprint cards will be forwarded by the Security Services Center personnel to OPM who will conduct a National Agency Check with written Inquiries (NACI) background investigation. Before the TA approves the CAC application in CVS, the TA must verify that a background investigation has either been opened or completed by OPM, or adjudicated by the Air Force Central Adjudication Facility (AFCAF), as shown in the Joint Personnel Adjudication System (JPAS).

(4) If contractor employees will require access to classified information, the contractor's company Facility Security Officer processes the Questionnaire for National Security Positions (SF86) and the fingerprint cards (FD-258) and submits them directly to the Defense Industrial Security Clearance Office (DISCO). Before the TA approves the CAC application in CVS, the TA must verify that a background investigation has been either opened or completed by OPM, or adjudicated by DISCO, as shown in JPAS.

(5) Once the TA has approved the CAC application, the TA will inform the contractor employee to proceed to the nearest CAC issuance workstation (usually located within the local Military Personnel Flight (MPF)) with two forms of picture identification. CAC issuance workstation personnel will then issue the CAC.

(c) While visiting or performing work on government installation(s)/location(s), contractor employees shall wear or prominently display the CAC as required by the governing local policy.

(d) During the performance period of the contract, the contractor, or contractor employee as appropriate, shall:

(1) Within 7 working days of any changes to the listing of the contract personnel authorized a CAC, provide an updated listing to the contracting officer who will provide the updated listing to the TA (who will create new CAC applications or revoke those for employees no longer performing on the contract as appropriate);

(2) As part of security out-processing, or when no longer performing on the specific contract for which the CAC was approved, return their CAC to either their TA, the USTRANSCOM Security Services Center personnel; or to a designated USTRANSCOM representative.

(3) Report lost or stolen CACs immediately to the TA, the USTRANSCOM Security Services Center, or to a designated USTRANSCOM representative.

(e) Within 7 working days following completion/termination of the contract, return all CACs issued to contractor employees to the TA, the USTRANSCOM Security Services Center, or to a designated USTRANSCOM representative.

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

(g) For OCONUS contracts, in addition to the above procedures, contractor employees requiring a Geneva Convention category on their CAC will be required to complete DD Form 1172-2, Application for Department of Defense Common Access Card DEERS Enrollment. This form shall be submitted to/approved by the contracting officer and then be presented to the CAC issuance workstation personnel in conjunction with the CVS application for CAC issuance.

(End of clause)



**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)

5552.247-9001 REQUIREMENT FOR AUTHORIZATION TO ENGAGE IN AIR TRANSPORTATION (AUG 2007) ALTERNATE II (AUG 2007).

(a) This contract is conditioned upon the air carrier operating the aircraft 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 & 133 of the Federal Aviation Regulations (14 CFR 135 & 133) or the equivalent CAA certifications 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)

**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 (if approved by the Contracting Officer). Contractors should assume all personnel will be trained via Government provided training. However, if time is of the essence, the contractor may request and receive approval to attend non-government sponsored pre-deployment training. 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)

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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AI 22.1**22.1 Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports (July 2008)**

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 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

#### **25.2 Fitness for Duty and Limits on Medical / Dental Care in Iraq and Afghanistan (Jul 08):**

(1) 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.

(2) 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 USCENCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(3) 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.

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

(5) 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.

(a) 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.



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

#### AI 25.3

**25.3 Compliance with Laws and Regulations (July 2008).** The Contractor shall comply with, and shall ensure that its personnel and its subcontractors and subcontractor personnel at all tiers obey all 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 knowingly facilitate the departure of 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

**25.4 Quarterly Contractor Census Reporting (Jul 08).** The prime contractor will report upon contract award and then quarterly thereafter, not later than 1 January, 1 April, 1 July and 1 October, to [JCC1.J2JSJ7@pco-iraq.net](mailto:JCC1.J2JSJ7@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  
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 (MAR 2008) or DFAR DOD class deviation 2007-00010.

#### AIRCRAFT INSURANCE

##### **CONTRACTOR REQUIRED INSURANCE**

Prior to performance of any services hereunder, the contractor shall, at its own expense, procure and maintain during the entire performance period of this contract, with financially and legally responsible insurance company or companies, passenger and public liability insurance coverage commensurate with the commercial standard and in accordance with the host nation's statutory limits. The contractor shall furnish to the Contracting Officer Evidence of Insurance duly executed by the Insurer, of the insurance required by this contract.

##### **NON-PREMIUM WAR RISK INSURANCE**

Non-premium war risk insurance will be provided to U.S. Flag (only) carriers.

Before commencement of the contracted operations the Contractor shall apply for Chapter 443 non-premium war risk insurance through the Federal Aviation Administration (FAA). Apply at <http://insurance.faa.gov>.

The Contractor must provide the FAA with a list of aircraft that will fly under this contract, pay an administrative fee of \$575 per aircraft, and provide the FAA with a complete copy of the Contractor's current Hull and Liability commercial insurance policies. FAA insurance covers only those aircraft that are listed on the FAA's Schedule of Aircraft and The Contractor shall promptly notify the FAA of any tail number additions, removals, and/or changes in the aircraft under contract.

#### AIRCRAFT FILL-IN

TYPE OF AIRCRAFT: Bell 212

AIRCRAFT AVAILABLE SEATS: 9

AIRCRAFT RANGE: 175 NM, 2.2 hrs @ 675 lbs/hr burn rate

AIRCRAFT TOTAL PAYLOAD: 1950-2323 lbs

ATTACHMENT 1 - PWS

**PERFORMANCE WORK STATEMENT (PWS)**

**ROTARY WING TRANSPORT**

**September 26, 2008**

**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. Reserved

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 in accordance with this performance work statement (PWS). Services to be provided under this PWS include a combination of up to 14 medium- and heavy-lift rotary wing transport of Class I-X supplies, U.S. Mail and passengers. The Government anticipates establishing hub airfields at the locations listed below. The International Civil Aeronautics Organization (ICAO) identifier for each location is **listed below**:

Jalalabad Airfield OAJL

Kandahar Airfield OAKN

Bagram Airfield OAIX

Sharana Airfield OASA

Salerno Airfield no ICAO designator



Aircraft may also be operated from other operating locations. The number of aircraft required may expand based on future mission requirements.

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 (COR). Weather and aircraft maintenance will be considered when scheduling missions. If tasked by DoD, contractor is authorized to remain overnight (RON) at other locations. DoD is responsible for providing support when RONing elsewhere.

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

1.1.2.1. Mission Planning. The contractor will be notified at least 24 hours prior to a mission. A schedule of missions for the week may be given to the contractor in some locations if feasible. At least 12 hours prior to departure, a flight plan, to include call sign, radio frequency, flight route and time, must be filed with the designated US Military personnel. The US Government may suggest routes based on enemy threat, but contractor is solely responsible for eventual route taken. Helicopters must be equipped with UHF, VHF, and FM two-way radios (frequency range 30-400 MHz) to allow for communication with US Military ground units. All aircraft must have satellite communication capabilities. 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 or identified missioning authority pursuant to the terms of the contract. When planning missions, the contractor will consider the following elevations and distances:

	ELEVATION	ENROUTE ALTITUDE
Jalalabad	1,842 FT	9,800 FT
Kandahar	3,314 FT	9,800 FT
Bagram	4,895 FT	9,800 FT
Sharana	7426 FT	10,000 FT
Salerno	3,825 FT	9,000 FT
Kabul	5,868 FT	10,000 FT

Distances in minutes based on 110 KTGs:

Jalalabad to furthest point - 132 minutes

Kandahar to furthest point - 130 minutes

Bagram to furthest point - 119 minutes

Sharana to furthest point - 163 minutes

Salerno to furthest point - 99 minutes

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 e-mail, contact destination Forward Operating Base (FOB) and inform of approximate arrival time and flight plan.

1.1.2.3. Airspace De-confliction. 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. 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. Helicopters are required to maintain at or below 500 feet AGL (Above Ground Level) when operating within 10 NM of any operational airport capable of fixed wing arrivals and departures, unless approved by ATC (tower/approach).

1.1.2.4. Missions will be flown to FOBs and other destinations designated by the Government as directed by the COR or designated representative (such as Brigade Aviation Officer). The Contracting Officer will provide the Contractor in writing the names of the persons designated as COR. Missions may also be scheduled to unimproved locations. The contractor will be provided with longitude and latitude and/or a 10 digit grid coordinates of all mission destinations prior to departure. Contractor will not be required to fly into LZs not approved by US Military or where enemy fire is being reported. Contractors will only be paid for flights beginning at the hub to designated LZs and return to the hub (actual flight hours during mission execution). Flight hours are calculated from the moment rails are off the ground at the hub until the rails touch the ground at the hub at completion of a mission. Contractor flights not directed by the government are non-billable, e.g., flight to return to the contractor's home base.

1.1.2.5. CONOPS Brief and Flight Time Contractor should be available 24/7 to receive CONOPS brief and final mission scheduling. Flights will only be conducted during daylight hours.

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

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

1.1.5. 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." 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. 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 percent of the distance between destinations on that leg. If the contractor departs on a transport mission and is unable to reach a destination due to poor weather, he will not be penalized. The contractor should return to the point of origin (hub) or nearest safe location, until the weather improves. Missions not completed due to poor weather will be rescheduled at the satisfaction of the government. For the contractor to refuse to fly a transport mission, due to marginal weather conditions, the weather must be such that no other helicopters are flying in the same area, specifically ceilings below 700 feet and visibility less than two nautical miles. The contractor is required to follow the weather requirements per the Afghanistan Aviation Procedures Guide (APG), under the Low Risk spectrum. Aircraft are to operate in accordance with Federal Aviation Regulations which take precedence over the APG, unless the APG is more restrictive, in which case it will apply when classifying weather criteria. The contractor must be prepared to fly in the following Fahrenheit 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	57	45	32	23	14	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

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

SALERNO                      JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC ANN

EXTREME MAX	72	73	87	99	104	108	107	100	101	92	84	72	108
MEAN DAILY MAX	56	59	67	75	85	96	93	91	87	79	68	59	76
MEAN	41	46	54	62	72	83	82	80	74	64	51	42	63
MEAN DAILY MIN	30	35	44	50	58	68	71	71	62	52	38	31	51
EXTREME MIN	17	13	26	37	42	55	61	59	45	38	22	22	13

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 133 and 135 or equivalent CAA regulation 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 133 and 135 or equivalent CAA regulation. Contractor must operate under Visual Flight Rules (VFR) and follow the guidelines referenced in para 1.1.6.

1.2.4. DOD Approval and Additional Standards. The contractor **operating the aircraft** 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 or equivalent CAA 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, CAA (if applicable) 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 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 all hub airfields 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. At MSL, Payload Range for Medium-Lift Aircraft: Minimum requirements are for the movement of 8 passengers or 3000 pounds internal load or 5000 pounds external load. At 7,000 ft MSL, 20 degrees Celsius, minimum payload requirement is 2,000 lbs.

1.2.8.2. At MSL, Payload Range for Heavy-Lift Aircraft: Minimum requirements are for the movement of 12 passengers or 5000 pounds internal load or 6000 pounds external load. At 7,000 ft MSL, 20 degrees Celsius, minimum payload requirement is 3,000 lbs.

1.2.8.3. Variations in payload on a mission by mission basis may be required due to changes in altitude and weather. See Attachment 4.

1.2.9. Estimated flying hours is 150 hours per aircraft for 24 days per month (1800 hours per year) and allows approximately 1.5 days per week for maintenance. Missions will average six flight hours per day.

Contractor will be required to have an overall 80 percent availability rate daily. At no time will any one location have less than one aircraft fully mission capable.

1.2.10. 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.

### **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 operations.

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. Maintenance may occur on US Military installations with 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. If a helicopter is inoperable and unable to complete missions, the contractor shall provide a replacement helicopter ready to fly missions within thirty days. The 30 day count begins as soon as the original 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 2500 passengers monthly across the operating area, 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 manmade 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 slingload delivery. The contractor must be prepared to accept cargo in either configuration; internal or slingload. The contractor will be notified by the Government prior to loading of any cargo of a hazardous, flammable, or explosive nature and any such cargo must be properly documented and certified as per applicable military transport standards. No special licenses or certifications are required to transport any cargo provided by the government.

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

## 2. SERVICE DELIVERY SUMMARY

Performance Objective	PWS Paragraph	Performance Threshold
Schedule and Perform all missions	1.5.1 – 1.5.4 & 1.6.1 – 1.6.2	85% of Missions Completed as Scheduled
Take appropriate actions to de-	1.1.2.3.	100% of Missions

conflict airspace		
Contractor shall not allow unauthorized personnel or cargo on board.	1.5.2.	100% of Missions
Maintain accurate records.	1.2.5. and 4.12.1.	100% of Records Inspected

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

3.1. Ramp Space. Ramp space will be provided at hubs for contractor aircraft.

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. Due to limited office space at some hub airfields, the contractor may be responsible for providing its own office and working space, in which case the contractor shall coordinate with the local functional engineering team to obtain approval for its office/working space structure. Electricity, water (potable or non-potable), sewer and 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 or other Government-designated bases, if available. Fuel may be dispensed at the destination FOBs or Combat Outposts with prior coordination **or in other than hub areas**. Fuel consumed as a result of the contractor's determining to replace or swap out helicopters shall not be provided by the Government.

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

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

3.6. Emergency medical services to preserve life, and routine medical services on a space available basis as required, will be provided to contractors.

3.7. Reports. The Government will provide current Intel, threat, and weather briefings to the contractor relevant to the impending flight path prior to departure.

3.8. Base transportation (bus or shuttle) will be provided at all hub locations. The contractor may provide its own flightline (ATV or Gator-like) vehicles upon CJTF approval and will obey all published regulations, licensing and dispatching requirements regarding vehicle operations.

3.9 Loading and Unloading. The Government may provide, at its discretion, loading and unloading assistance at all hubs. 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. Maintenance Resources

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

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

3.10.3. The Government will provide a 60Hz power source at all hubs as available. Contractor is required to bring its own transformers or generators to provide desired power.

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

(1) Access to an overhead crane assembly with a free clearance height of 25 feet 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 flightline, however an MOU will provide the equipment or contractor brings own equipment)

(4) Fresh water washing facilities at all operating hubs

3.11. Contractor will be provided access to secure communications.

## 4. GENERAL INFORMATION

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

### 4.2. Security.

4.2.1. Contractor security. The contractor is responsible for providing resource protection to ensure the helicopter and cargo are secure when aircraft are parked outside of US Military installations.. It is the contractor's responsibility to obtain prior approval from the combatant commander to arm its personnel or install armament on its helicopters.

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

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

4.2.4. Facility Security Clearance. Where there is a need for receipt, storage or development of classified documents, a facility clearance of SECRET and classified safeguarding capability is required in accordance with the National Industrial Security Program Operating Manual, (NISPOM), 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 Representative or the Air Mobility Division, Al-Udeid, Qatar. No imagery or verbal relays of U.S. forces or their positions is permitted.

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.

#### 4.3. Force Protection

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

4.3.2. Operational Risk Assessment. The contractor shall assess the current situation (weather, intel, NOTAMS, terrain, crew experience, and tactical situation to include surface to air threats and airfield attacks) prior to launch to make an accurate risk assessment of each flight. The contractor shall keep the risk assessments on the file for 1 year. Contractor is responsible for coordinating with the cognizant military command to be sure ISOPREP is current and on-file.

#### 4.4. Quality Control

4.4.1. The contractor shall develop and implement a commercial quality control plan to ensure safe and reliable air transportation in accordance with FAR 135 and 32 CFR 861 or applicable CAA equivalent. 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 Government 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(1), 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 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 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 and responsible for overall supervision of the company's performance of this contract.

**4.6. Communications.** When operating missions, the contractor's operations center will be required to maintain secure voice communications with the Bagram Airbase Operations Centers.

**4.7. Aircrew Duty Day Requirements.** Crew duty day requirements are governed by Federal Aviation Regulation Part 133 and 135 or applicable CAA regulation.

**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 determinations shall apply with regard to the authority 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/CAA representative and the contractor have 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 scheduled and completed missions. The log shall be maintained by the contractor's aircrew for each mission and shall detail the number of passengers moved and/or the internal and external cargo load information for each destination. This log will include entries that will code reasons missions were not performed as scheduled to include (weather, maintenance, threat, safety, etc) and



who authorized the mission cancellation. CJTF will provide the GO/NO GO Risk Assessment format to the contractor. This form will be filled out prior to every mission and kept on file for 30 days, then transferred to the COR or CO every 30 days or upon receipt/inspection. 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 CO, COR and FAA on a regular basis as determined by the CO.

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 Aviation Brigade or Aviation Brigade Element. On the next business day, notification shall also be made to the ACO, via facsimile letter to (618) 256-6419, or by e-mail.

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

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

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

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

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

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

4.12.8. **Administrative Reporting.** 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 (TDME) Report, and weekly personnel accountability roll up to include billeting locations and upcoming rotations. The Government will utilize the reports for planning purposes to manage the tasking of aircraft prior to scheduled maintenance.

## 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 (slingshot 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, slingshots)

**Partly Mission Capable (PMC)** – A helicopter that can accomplish part of the mission (unserviceable cargo hook limits Slingshot 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.

ATTACHMENT 3 - WAWF-RA

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

**CONTRACT (number)**

Questions concerning payment should be directed to the Defense Finance and Accounting Service (DFAS) Rome, DFAS-RO-FPT, 325 Brooks Rd., Rome NY 13441-4527, Phone number 800-553-0527. Please have your contract/order number and invoice number ready when contacting them about payment status.

The accounts payable mailing address can be located in Block 18a of your contract. You can easily access payment information at <http://www.dfas.mil/money/vendor>.

NOTE: IN ACCORDANCE WITH DFARS 232.7002, USE OF ELECTRONIC PAYMENT REQUESTS IS MANDATORY. USE OF WAWF WILL SPEED UP YOUR PAYMENT PROCESSING TIME AND ALLOW YOU TO MONITOR YOUR PAYMENT STATUS ONLINE. THERE ARE NO CHARGES OR FEES TO USE WAWF.

THE FOLLOWING CODES WILL BE REQUIRED TO ROUTE YOUR RECEIVING REPORTS, INVOICES AND ADDITIONAL E-MAILS CORRECTLY THROUGH WAWF.

1. CONTRACT NUMBER:

HTC711

2. CAGE CODE:

3. PAY OFFICE DODAAC:

4. TYPE OF DOCUMENT:

5. INSPECTION/ACCEPTANCE:

6. ISSUE DATE:

7. ISSUE BY DODAAC:

8. ADMIN DODAAC:

9. INSPECT BY DODAAC:  PLUS SIX EXT:

10. SERVICE ACCEPTOR / SHIP TO:  PLUS SIX EXT:

ATTACHMENT 4 - HOGE

**Applicable for (Heavy) Helicopters:**

APABILITY OF:

☐ Hovering in ground effect (HIGE)

Or

☒ Hovering out of ground effect (HOGE)



At 7,000 feet pressure altitude and 20 °C with ☐ non-jettisonable ☒ jettisonable

Payload of 3000 pounds, as determined by Standard Interagency Load Calculation form, using a standard crew weight of 200 lbs per person, and fuel for one hour and 30 minutes (01+30) as determined by the Standard Interagency Load Calculation form, Hourly Flight Rates, Fuel consumption, and Weight Reduction Chart.

#### Applicable for (Medium) Helicopters:

#### APABILITY OF:

☐ Hovering in ground effect (HIGE)

Or

☒ Hovering out of ground effect (HOGE)

At 7,000 feet pressure altitude and 20 °C with ☐ non-jettisonable ☒ jettisonable

Payload of 2000 pounds, as determined by Standard Interagency Load Calculation form, using a standard crew weight of 200 lbs per person, and fuel for one hour and 30 minutes (01+30) as determined by the Standard Interagency Load Calculation form, Hourly Flight Rates, Fuel consumption, and Weight Reduction Chart.

#### HELICOPTER SERVICES FUEL CONSUMPTION, AND WEIGHT REDUCTION CHART

COMPANY	AIRCRAFT TYPE	FUEL CONSUMPTION (gal/hr)	LOAD CALCULATION Weight Reduction (lbs)
AGUSTA WESTLAND	AW 119 Koala	55	230
	AW 139	129	Not Established
	EH 101	211	Not Established
AEROSPATIALE	SA 315B	58	180



	<b>SA 316B</b>	<b>58</b>	<b>170</b>
	SA 318C	45	80
	<b>SA 319B</b>	<b>45</b>	<b>150</b>
	AS 330J	179	N/A
	<b>SA 332L1</b>	<b>160</b>	<b>N/A</b>
	SA 341G	45	170
	<b>AS 350B/350BA</b>	<b>45</b>	<b>130</b>
	AS 350B1	46	160
	<b>AS 350B2</b>	<b>48</b>	<b>160</b>
	AS 350B3	50	175
	<b>AS 350D</b>	<b>38</b>	<b>130</b>
	AS-355F-1/355F-2	58	140
	<b>AS 365N1</b>	<b>87</b>	<b>275</b>
	EC 120	31	Not Established
	<b>EC 130B4</b>	<b>53</b>	<b>Not Established</b>
	EC 135	64	220
	<b>EC 145</b>	<b>80</b>	<b>Not Established</b>
	EC 155B1	95	Not Established
	<b>EC 225</b>	<b>183</b>	<b>Not Established</b>
<b>BELL:</b>	47/SOLOY	23	120
	<b>204B (UH-1 Series)</b>	<b>86</b>	<b>200</b>
	204 Super B	90	200
	<b>205A-1</b>	<b>88</b>	<b>260</b>
	205A-1++	90	260

	<b>206B-II</b>	<b>25</b>	<b>100</b>
	206B-III	27	130
	<b>206L-1</b>	<b>32</b>	<b>150</b>
	206L-3	38	180
	<b>206L-4</b>	<b>38</b>	<b>180</b>
	210	90	260
	<b>212</b>	<b>100</b>	<b>390</b>
	214B	160	380
	<b>214B1</b>	<b>145</b>	<b>380</b>
	214ST	133	420
	<b>222A</b>	<b>70</b>	<b>Not Established</b>
	222B	83	Not Established
	<b>222UT</b>	<b>83</b>	<b>Not Established</b>
	407	45	155
	<b>412</b>	<b>110</b>	<b>390</b>
	412HP	110	390
	<b>UH-1B</b>	<b>86</b>	<b>N/A</b>
	UH-1B Super	88	NA
	<b>UH-1F</b>	<b>88</b>	<b>N/A</b>
	UH-1H (13 engine)	88	N/A
	<b>UH-1H (17 engine)</b>	<b>90</b>	<b>N/A</b>
	TH-1L	88	N/A
<b>BOEING:</b>	<b>BV-107</b>	<b>180</b>	<b>N/A</b>
	BV-234	405	N/A

<b>HILLER:</b>	<b>*SL-3/4</b>	<b>21</b>	<b>90</b>
	H-1100B	22	130
	UH-12/Soly	23	100
<b>KAMEN:</b>	H43-F	85	N/A
	K-1200	85	N/A
<b>MBB:</b>	BO105CBS	55	180
	BK-117	77	160
<b>McDONNELL-</b>	500C	23	110
<b>DOUGLAS:</b>	500D/E	28	120
	520N	32	100
	530F	34	120
	600N	41	155
	900/902	69	210
<b>SIKORSKY</b>	CH 53D	425	N/A
	CH 54/S 64	525	N/A
:	S-55T	47	170
	S-58D/E	83	N/A
	S-58T/PT6T-3	115	400
	S-58T/PT6T-6	115	460
	S-61N	170	N/A
	S-62A	70	300
	S-70	160	N/A
	S-76C+	90	Not Established
	S-92	178	Not Established

<b>AVERAGE GALLON PRICE:</b>	<b>JET FUEL:</b>	
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### INTERAGENCY HELICOPTER LOAD CALCULATION

#### Instructions

A load calculation must be completed for all flights. A new calculation is required when operating conditions change ( $\pm 1000'$  in elevation or  $\pm 5^{\circ}\text{C}$  in temperature) or when the Helicopter Operating Weight changes (such as changes to the Equipped Weight, changes in flight crew weight or a change in fuel load).

All blocks must be completed. Pilot must complete all header information and Items 1-13. Helicopter Manager completes Items 14 & 15.

1. **DEPARTURE** – Name of departure location and current Pressure Altitude (PA **7000 feet**, read altimeter when set to 29.92) and Outside Air Temperature (OAT **20 degrees Celsius**) at departure location.
2. **DESTINATION** – Name of destination location and PA **7000 feet** & OAT **20 degrees Celsius** at destination. If destination conditions are unknown, use MSL elevation from a map and Standard Lapse Rate of  $2^{\circ}\text{C}/1000'$  to estimate OAT.  
  
Check the box in Line 1 (Departure) or Line 2 (Destination) to indicate the most restrictive values used to obtain Computed Gross Weight in Line 7b.
3. **HELICOPTER EQUIPPED WEIGHT** – Equipped Weight equals the Empty Weight (as listed in the Weight and Balance Data) plus the weight of lubricants and onboard equipment required by contract (i.e. survival kit, rappel bracket).
4. **FLIGHT CREW WEIGHT** – Weight of the Pilot and any other assigned flight crewmembers on board (i.e. Co-pilot, flight engineer, navigator) plus the weight of their personal gear.
5. **FUEL WEIGHT** – Number of gallons onboard X the weight per gallon (Jet Fuel = 7.0 lbs/gal; AvGas = 6.0 lbs/gal).
6. **OPERATING WEIGHT** – Add items 3, 4 and 5.
- 7a. **PERFORMANCE REFERENCES** – List the specific Flight Manual supplement and hover performance charts used to derive Computed Gross Weight for Line 7b. Separate charts may be required to derive HIGE, HOGE and HOGE-J. HIGE: use Hover-In-Ground-Effect, External/Cargo Hook Chart (if available). HOGE & HOGE-J: use Hover-Out-Ground-Effect charts for all HOGE operations.
- 7b. **COMPUTED GROSS WEIGHT** - Compute gross weights for HIGE, HOGE and HOGE-J from appropriate Flight Manual hover performance charts using the Pressure Altitude (PA) and temperature (OAT) from the most restrictive location, either Departure or Destination. Check the box in Line 1 (Departure) or Line 2 (Destination) to indicate which values were used to obtain Computed Gross Weight.



8. **WEIGHT REDUCTION** – The Government Weight Reduction is required for all “non-jettisonable” loads. The Weight Reduction is optional (mutual agreement between Pilot and Helicopter Manager) when carrying jettisonable loads (HOGE-J) where the pilot has total jettison control. The appropriate Weight Reduction value, for make & model, can be found in the current helicopter procurement document (contract).
9. **ADJUSTED WEIGHT** – Line 7b minus Line 8.
10. **GROSS WEIGHT LIMITATION** – Enter applicable gross weight limit from Limitations section of the basic Flight Manual or the appropriate Flight Manual Supplement. This may be Maximum Gross Weight Limit for Take-Off and Landing, a Weight/Altitude/Temperature (WAT) limitation or a Maximum Gross Weight Limit for External Load (jettisonable). Limitations may vary for HIGE, HOGE and HOGE-J.
11. **SELECTED WEIGHT** – The lowest weight, either line 9 or 10, will be entered for all loads. Applicable limitations in the Flight Manual must not be exceeded.
12. **OPERATING WEIGHT** – Use the value entered in Line 6.
13. **ALLOWABLE PAYLOAD** – Line 11 minus Line 12 is the maximum allowable weight (passengers and/or cargo) that can be carried for the mission. Allowable Payload may differ for HIGE, HOGE and HOGE-J.
14. **PASSENGERS AND/OR CARGO** – Enter passenger names and weights and/or type and weights of cargo to be transported. Include mission accessories, tools, gear, baggage, etc. A separate manifest may be used.
15. **ACTUAL PAYLOAD** – Total of all weights listed in Item 14. Actual payload must not exceed Allowable Payload for the intended mission profile, i.e. HIGE, HOGE or HOGE-J.

Both Pilot and Helicopter Manager must review and sign the form. Check if HazMat is being transported. Manager must inform the pilot of type, quantity and location of HazMat onboard.

INTERAGENCY HELICOPTER LOAD CALCULATION OAS-67/FS 5700-17 (11/03)		MODEL N#	
PILOT(S)	DATE		
MISSION	TIME		
1	DEPARTURE	PA	OAT
2	DESTINATION	PA	OAT
3	HELICOPTER EQUIPPED		
4	FLIGHT CREW WEIGHT		
5	FUEL WT ( _____ gallons X _____ lbs per gal)		
6	OPERATING WEIGHT (3 + 4 + 5)		
7a	PERFORMANCE REF (List page/chart from FM)	Non-Jettisonable HIGE HOGE	
7b	COMP GROSS WT (Req for all Non-Jettisonable)	Jettisonable HOGE-J	
8	WT REDUCTION (Req for all Non-Jettisonable)		
9	ADJUSTED WEIGHT (7b minus 8)		
10	GROSS WT LIMIT (FM Limitations Section)		
11	SELECTED WEIGHT (Lowest of 9 or 10)		
12	OPERATING WEIGHT ((From Line 6)		
13	ALLOWABLE PAYLOAD (11 minus 12)		
14	PASSENGERS/CARGO MANIFEST		
15	ACTUAL PAYLOAD (Total of all weights listed in item 14) Line 15 must not exceed Line 13 for the intended mission		HazMat Yes__ No__
PILOT SIGNATURE			
MGR SIGNATURE			

Date \_\_\_\_\_

### 23.1 Reporting a Kidnapping (Dec 2007)

**To Report a Kidnapping** Contract manager will notify the JCCI/A Duty Officer at phone number 914-822-1419 when an employee kidnapping occurs:

**Report the following information:**

Name of person reporting: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

- **Who** was kidnapped?
  - Name
  - Age
  - Nationality and country of residence
- **When** did the incident occur?
- **Where** did it happen?
- **How** was the person kidnapped?

### AI 25.1

#### 25.1 Armed Personnel – Incident Reports

a. General Information: DFARS 225.7402-4 requires the clause at 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States, in solicitations and contracts when contract performance requires that contractor personnel be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in (1) contingency operations; (2) humanitarian or peacekeeping operations; or (3) other military operations or exercises designated by the combatant commander.

b. Government Support DFARS 252.225-7040 and DOD Instruction 3020.41, Contractor Personnel Authorized to Accompany the US Armed Forces requires the contracting officer to address, among other items, Government support and security in the "terms of the contract." The Statement of Work (SOW) may be used to address these requirements. The SOW's language should be tailored to meet the needs of the specific acquisition. The requiring activity is responsible to coordinate requests for life support with FOB commanders (w/command and control of the Mayor's Cell) to determine if

the requested support is available. Examples of Life Support that may be required/authorized include, but are not limited to: (1) deployment in-processing centers; (2) training; (3) transportation to operation area; (4) transportation within operation area; (5) physical security; (6) force protection; (7) organizational clothing and individual protective equipment; (8) emergency medical care; (9) Dining facilities; (10) billeting; (11) postal service; (12) phone service; (13) emergency notification of next of kin; (14) laundry; (15) religious services; and (16) fuel. The Contracting Officer will issue contractor personnel a Letter of Authorization (LOA) which is required in order to process through the deployment processing center. See paragraph 6.2.7.4.2 of DOD-I 3020.41 for information on preparing the LOA. **Do not issue an LOA without confirmation that the requiring activities has coordinated and received agreement to provide support from the applicable FOB mayor cell.**

c. Weapons and Weapons Firing Contractor personnel may be authorized to carry weapons in accordance DFARS 252.225-7040(j) and DOD Instruction 3020.41 paragraphs 6.3.4 and 6.3.5. Deputy Commander USCENTCOM is the approval authority for all security service and personal protection arming requests in Iraq and Afghanistan. Authority to approve or deny requests has been delegated to the MNF-I Commander for Iraq and in Afghanistan to the Commanding General, Combined Joint Task Force – 82, (effective 16 July, 2007) with authority to re-delegate to the flag officer level.

d. **Armed Personnel – Incident Reports (Jul 08):** All Contractors and subcontractors in the Multi-National Forces-Iraq (MNF-I)/Combined Joint Task Force (Afghanistan) theater of operations shall comply with and shall ensure that their personnel supporting MNF-I/CJTF forces are familiar with and comply with all applicable orders, directives, and instructions issued by the MNF-I/CJTF Commander relating to force protection and safety.

For AFGHANISTAN: Report all incidents and use of weapons through your military chain of command, who will notify the JOC Watch at Bagram AF. (JOC SHIFT DIRECTOR, DSN: 318-431-4116; SVOIP: 431-7108) Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The JOC Watch duty officer will issue guidance for further reporting requirements.

Contractors will also provide first aid and request MEDEVAC of injured persons, and remain available for Coalition response forces based upon the situation. In the event contractor personnel are detained by US or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the Contractors name, the contract number, a POC in the Contractor management, and the phone number of the ROC/JOC Watch.



AI 52.6

**Arming Requirements and Procedures for Private Security Company (PSC) Contracts,  
Personal Security Detachment (PSD) Contracts, and for Requests for Personal  
Protection in Iraq and Afghanistan (Jul 2008)**

**General.** Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including US CENTCOM, Multi-National Force Commander and Multi-National Corps Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

- (5) DODI 3020.41, *Contractor Personnel Authorized to Accompany the US Armed Forces*;
- (6) DFARS 252.225-7040, *Contractor Personnel Supporting a Force Deployed Outside the United States*; (MAR 2008)
- (7) Class Deviation 2007-O0010, *Contractor Personnel in the United States Central Command Area of Responsibility*
- (8) CPA Order #17, *Registration Requirements for Private Security Companies*, dated 27 Jun 04;
- (9) US CENTCOM Policy Letter, Mod 1, *Personal Protection and Contract Security Service Arming*, dated 7 Nov 2006

b. **Required Government Documentation.** The unit requesting the contractor security shall provide a description of the following to the arming approval authority and to the contracting officer:

- (1) The specific location where the PSC will operate;
- (2) The persons and/or property that require protection;
- (3) The anticipated threat;
- (4) The required weapon types; and
- (5) The reason current security/police forces are inadequate.

c. **Required Contractor Documentation.** Contractors and their subcontractors at all tiers that require arming approval shall provide the following to the contracting officer representative (COR):

- (1) Documentation that each employee who will be armed under the contract received the following training—
  - (A) Weapons Qualification/Familiarization. All employees must meet the qualification requirements established by any DoD or other U.S. government agency
  - (B) Law of Armed Conflict (LOAC);

- (C) Rules for the Use of Force (RUF), as defined in the US CENTCOM Policy, dated 23 December 2005; and
  - (D) Distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.
- (2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.
  - (3) One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior;
  - (4) One (1) copy of an operating license (or a temporary operating license) from the Ministry of Interior;
  - (5) A communications plan that, at a minimum, sets forth the following:
    - (A) The contractor's method of notifying military forces and requesting assistance where hostilities arise or combat action is needed;
    - (B) How relevant threat information will be shared between contractor security personnel and U.S. military forces; and
    - (C) How the contractor will coordinate transportation with appropriate military authorities.
  - (6) An acceptable plan for accomplishing background checks on all contractor and subcontractor employees who will be armed under the contract. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan and which will be documented and furnished to the COR upon completion):
    - (A) Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin US Embassy Information Request, CIA records, and/or any other records available;
    - (B) Verify with MNC-I or Afghanistan RCE – CG Provost Marshal that no employee has been barred by any commander within Iraq or Afghanistan; and
    - (C) Certify, after completing all checks, that all persons armed under this contract are not prohibited under U.S. law from possessing a weapon or ammunition.
- d. **Required Contractor Acknowledgements.** Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the COR:
- (1) Penalties for Non-Compliance. Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.
  - (2) Criminal and Civil Liability. Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to U.S. and Host Nation prosecution and civil liability. "Host Nation" refers to the nation or nations where services under this contract are performed.
  - (3) Lapses in Training. Failure to successfully retrain an employee who is armed under this contract within twelve (12) months of the last training date will constitute a lapse in the

employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon to the contractor and will remain unarmed until such time as they are retrained and the COR determines that the retraining is sufficient.

- e. **Authorized Weapon & Ammunition Types.** Unless DCDRUSCENTCOM (or a designee) provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:
- (1) The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).
  - (2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.
  - (3) US government Ball ammunition is the standard approved ammunition.
- f. **Requirements for Individual Weapons Possession.** All employees of the contractor and its subcontractors at all tiers who are armed under this contract must:
- (1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c);
  - (2) Carry weapons only when on duty or at a specific post;
  - (3) Not conceal any weapons, unless specifically authorized;
  - (4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and
  - (5) IAW USCENTCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited. In the event of a suspension or an exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period where they will be armed.
- g. **Weapons/Equipment Restrictions and Responsibilities.** Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.
- h. **Rules for the Use of Force (RUF).** In addition to the RUF and ROE training referenced in paragraph (c), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:
- (1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense;
  - (2) Failing to cooperate with Coalition and Host Nation forces;
  - (3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm;



- (4) Failing to use a graduated force approach;
  - (5) Failing to treat the local civilians with humanity or respect; and
  - (6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.
- i. ***Retention and Review of Records.*** The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.
- j. ***Contractor Vehicles.*** Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble US/Coalition or host nation military and police force vehicles.
- k. ***Quarterly Reporting.*** The prime contractor will report quarterly (i.e. NLT 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract:
- (1) The total number of armed civilians and contractors;
  - (2) The names and contact information of its subcontractors at all tiers; and
  - (3) A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (c)(5).

#### ORDERING PROCEDURES

IAW FAR 16.505, Ordering, all multiple award contractors shall be provided a fair opportunity to be considered for each task order in excess of \$3,000 pursuant to the evaluation criteria set forth below. This fair opportunity will be provided all IDIQ contract holders unless the contracting officer (or ordering officer / booker) determines that:

- a. The agency's need for the services or supplies is of such urgency that providing such opportunity to all such contractors would result in unacceptable delays.
- b. Only one such contractor is capable of providing the services or supplies at the level of quality required because the services or supplies ordered are unique or highly specialized.
- c. The task/delivery order should be issued on a sole source basis in the interest of economy or efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees



were given a fair opportunity pursuant to the procedures in this clause to be considered for the original order.

d. It is necessary to place an order to satisfy a minimum guarantee.

- (a) Task Order Evaluation Criteria: Price. The Government will conduct a price analysis to determine whether the proposed prices are fair and reasonable. This determination may be accomplished by one or more of the techniques set forth in FAR 15.404-1(b)(2). The Government will also conduct a price realism analysis to determine whether the specific elements of the proposal reflect a clear understanding of the requirements and are consistent with the unique methods of performance described in the offeror's technical proposal.
- (b) Pre-Deployment Plan. Each offeror's Pre-Deployment plan will be rated using color/adjectival ratings contained in the base contract evaluation for pre-deployment plan. It is advantageous to the Government to have helicopters operating in the Area of Responsibility (AOR) as expeditiously as possible. It is also advantageous to have as many (number of) of helicopters operating in the AOR as expeditiously as possible. Therefore offerors who offer more aircraft (quantity) available for operations sooner will be more favored. However, offerors do not have to offer proposals that meet the total number of helicopters stated in the schedule to be eligible for a task order award. The offeror's Pre-deployment Plan must include detailed milestones identifying all major actions and timelines required to obtain financing, purchase/lease of aircraft (if necessary), obtain the necessary regulatory certifications, deploy the proposed aircraft, hire and train personnel, obtain required supplies, equipment, communications, etc. to meet the required performance start dates. **Offerors must state all operational, financial, and regulatory assumptions made in this plan. Offerors predeployment plan will be evaluated on the following factors: (1) Assumptions Made, and (2) Approach.**
- (c) Past Performance. The contracting officer will consider past performance on earlier orders under the contract, if applicable.
- (d) Technical. Although technical was a pass/fail for IDIQ contract award and initial task order awards, the Government may evaluate technical aspects of future task order awards using an adjectival rating scheme. This evaluation will not change the scope of the original IDIQ award, but may be used to further refine/determine what task order offerors best meet the current Government requirements. The adjectival rating scheme will be stated in each task order Request for Proposal.
- (e) Order of Importance. The relative order of importance of the evaluation factors is as follows: All evaluation factors are of equal importance.
- (f) Best Value. Task Order awards will be made on a best value basis. The SSA will conduct an integrated assessment among all offerors. The SSA will consider each offeror's Pre-Deployment Plan, Past Performance (**and potentially Technical depending on the government requirement and language of the task order request for proposal**) and evaluated CLIN prices in making any trade-offs resulting in a best value decision. The SSA's rationale for any trade-offs will be documented and in accordance with the evaluation criteria and their relative order of importance.

ATTACHMENT LIST

- Attachment 1, Performance Work Statement
- Attachment 2, DD Form 254
- Attachment 3, WAWF
- Attachment 4, Hovering Out of Ground Effect (HOGE)