

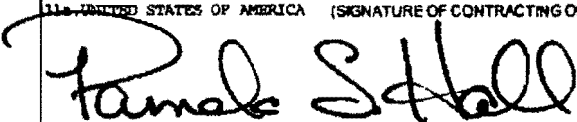
**UNITED STATES TRANSPORTATION COMMAND
(USTRANSCOM)**

**Contract: HTC711-10-D-R016
Awarded to Solicitation: HTC711-10-R-R002
4 June 2010**

**COMMERCIAL AIRLIFT SERVICES FOR
U.S. CENTRAL COMMAND (USCENTCOM)**

Awarded to: AAR AIRLIFT GROUP

**Released under USTRANSCOM FOIA 11-48
FOIA Exemption 5 U.S.C. 552(b)(4) applies.**

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 103	
2. CONTRACT NO HTC711-10-D-R016		3. AWARD/EFFECTIVE DATE 04-Jun-2010		4. ORDER NUMBER		5. SOLICITATION NUMBER HTC711-10-R-R002	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KRISSEY R. HACKSTADT				b. TELEPHONE NUMBER (No Collect Calls) 618-256-6646	
9. ISSUED BY USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62229-6367 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 SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR PRESIDENTIAL AIRWAYS, INC. KENDRA DIMICHELE 114 HANGAR LN CAMDEN NC 27921-0849 TEL: 252-435- (b)(6)		CODE 1WVA5		18a. PAYMENT WILL BE MADE BY DFAS-RO-FPT- HQ0302 325 BROOK ROAD ROME NY 13441-4527		CODE HQ0302	
FACILITY CODE							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$24,289,339.00 EST	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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 04-Jun-2010	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) PAMELA S. HALL / CONTRACTING OFFICER TEL: 618-256-6646 EMAIL: pamela.hall@ustranscom.mil			

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

PAGE 2 OF 100

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

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

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

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

42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 3/2005) BACK
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Start-Up Price, CENTCOM FFP Base Year 4 June 10 - 31 May 11 FOB: Destination SIGNAL CODE: A	1	Lot	\$633,401.00	\$633,401.00

MAX NET AMT	\$633,401.00
----------------	--------------

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Positioning, CENTCOM FFP Base Year 4 June 10 - 31 May 11 FOB: Destination SIGNAL CODE: A	2	Each	\$96,203.00	\$192,406.00

MAX NET AMT	\$192,406.00
----------------	--------------

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Monthly Service Dash-8 #1, CENTCOM FFP Base Year 4 June 10 - 31 May 11 FOB: Destination SIGNAL CODE: A	12	Months	\$438,083.00	\$5,256,996.00

MAX NET AMT	\$5,256,996.00
----------------	----------------

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Monthly Service Dash-8 #2, CENTCOM FFP Base Year 4 June 10 - 31 May 11 FOB: Destination SIGNAL CODE: A	10	Months	\$438,083.00	\$4,380,830.00

MAX NET AMT	\$4,380,830.00
----------------	----------------

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Flying Hours, CENTCOM FFP Base Year 4 June 10 - 31 May 11 FOB: Destination SIGNAL CODE: A	3,300	Hours	\$1,246.00	\$4,111,800.00

MAX NET AMT	\$4,111,800.00
----------------	----------------

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	Depositioning, CENTCOM FFP Base Year 4 June 10 - 31 May 11 FOB: Destination SIGNAL CODE: A	2	Each	\$96,203.00	\$192,406.00

MAX NET AMT	\$192,406.00
----------------	--------------

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007		UNDEFINED	Fuel Usage	UNDEFINED	\$997,500.00
	Reimbursables -Recurring (Fuel), CENTCOM COST Base Year 4 June 10 - 31 May 11				
	FOB: Destination SIGNAL CODE: A				
				MAX COST	\$997,500.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008		UNDEFINED	Each	UNDEFINED	\$1,000,000.00
	Reimbursables -Non-Recurring, CENTCOM COST Base Year 4 June 10 - 31 May 11				
	The G&A factor applied to base costs as agreed to by the Contracting Officer in the pre-award process is (b)(4) This factor will remain the same throughout the period of performance o ontract unless otherwise mutually agreed to.				
	FOB: Destination SIGNAL CODE: A				
				MAX COST	\$1,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009	Start-Up Price, NGA FFP Base Year 4 June 10 - 31 May 11 FOB: Destination SIGNAL CODE: A	1	Lot	\$544,851.00	\$544,851.00

MAX NET AMT	\$544,851.00
----------------	--------------

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010	Positioning, NGA FFP Base Year 4 June 10 - 31 May 11 FOB: Destination SIGNAL CODE: A	1	Each	\$96,203.00	\$96,203.00

MAX NET AMT	\$96,203.00
----------------	-------------

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011	Monthly Service Dash-8 #3, NGA FFP Base Year 4 June 10 - 31 May 11 FOB: Destination SIGNAL CODE: A	10	Months	\$438,083.00	\$4,380,830.00

MAX
NET AMT

\$4,380,830.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012	Flying Hours, NGA FFP Base Year 4 June 10 - 31 May 11 FOB: Destination SIGNAL CODE: A	1,500	Hours	\$1,246.00	\$1,869,000.00

MAX
NET AMT

\$1,869,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013	Depositioning, NGA FFP Base Year 4 June 10 - 31 May 11 FOB: Destination SIGNAL CODE: A	1	Each	\$96,203.00	\$96,203.00

MAX NET AMT	\$96,203.00
----------------	-------------

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014	Reimbursables -Recurring (Fuel), NGA COST Base Year 4 June 10 - 31 May 11 FOB: Destination SIGNAL CODE: A	UNDEFINED	Fuel Usage	UNDEFINED	\$300,000.00

MAX COST	\$300,000.00 (EST.)
----------	---------------------

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015	Reimbursables -Non-Recurring, NGA COST Base Year 4 June 10 - 31 May 11 The G&A factor applied costs as agreed to by the Contracting Officer in the pre-award process is (b)(4) This factor will remain the same throughout the period of performance o ntract unless otherwise mutually agreed to. FOB: Destination SIGNAL CODE: A	UNDEFINED	Each	UNDEFINED	\$236,913.00
				MAX COST	\$236,913.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 OPTION	Monthly Service Dash-8 #1, CENTCOM FFP Option Year 1, 1 June 11 - 31 May 12 FOB: Destination SIGNAL CODE: A	12	Months	\$449,466.00	\$5,393,592.00
				MAX NET AMT	\$5,393,592.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002 OPTION	Monthly Service Dash-8 #2, CENTCOM FFP Option Year 1, 1 June 11 - 31 May 12 FOB: Destination SIGNAL CODE: A	12	Months	\$449,466.00	\$5,393,592.00

MAX
NET AMT

\$5,393,592.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003 OPTION	Flying Hours, CENTCOM FFP Option Year 1, 1 June 11 - 31 May 12 FOB: Destination SIGNAL CODE: A	3,600	Hours	\$1,333.00	\$4,798,800.00

MAX
NET AMT

\$4,798,800.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004 OPTION	Depositioning, CENTCOM FFP Option Year 1, 1 June 11 - 31 May 12 FOB: Destination SIGNAL CODE: A	2	Each	\$101,352.00	\$202,704.00

MAX
NET AMT

\$202,704.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1005 OPTION	Reimbursables -Recurring (Fuel), CENTCOM COST Option Year 1, 1 June 11 - 31 May 12 FOB: Destination SIGNAL CODE: A	UNDEFINED	Fuel Usage	UNDEFINED	\$1,000,000.00

MAX COST

\$1,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1006 OPTION	Reimbursables - Non-Recurring, CENTCOM COST Option Year 1, 1 June 11 - 31 May 12 The G&A factor applied to base costs as agreed to by the Contracting Officer in the pre-award process is (b)(4) This factor will remain the same throughout the period of performance of this contract unless otherwise mutually agreed to. FOB: Destination SIGNAL CODE: A	UNDEFINED	Each	UNDEFINED	\$1,000,000.00
				MAX COST	\$1,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1007 OPTION	Monthly Service Dash-8 #3, NGA FFP Option Year 1, 1 June 11 - 31 May 12 FOB: Destination SIGNAL CODE: A	12	Months	\$449,466.00	\$5,393,592.00
				MAX NET AMT	\$5,393,592.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1008 OPTION	Flying Hours, NGA FFP Option Year 1, 1 June 11 - 31 May 12 FOB: Destination SIGNAL CODE: A	1,800	Hours	\$1,333.00	\$2,399,400.00

MAX
NET AMT

\$2,399,400.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1009 OPTION	Depositioning, NGA FFP Option Year 1, 1 June 11 - 31 May 12 FOB: Destination SIGNAL CODE: A	1	Each	\$101,352.00	\$101,352.00

MAX
NET AMT

\$101,352.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1010		UNDEFINED	Fuel Usage	UNDEFINED	\$1,000,000.00
OPTION	Reimbursables -Recurring (Fuel), NGA COST Option Year 1, 1 June 11 - 31 May 12 FOB: Destination SIGNAL CODE: A				
				MAX COST	\$1,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1011		UNDEFINED	Each	UNDEFINED	\$1,000,000.00
OPTION	Reimbursables - Non-Recurring, NGA COST Option Year 1, 1 June 11 - 31 May 12 The G&A factor applied e costs as agreed to by the Contracting Officer in the pre-award process is (b)(4) This factor will remain the same throughout the period of performance o ontract unless otherwise mutually agreed to. FOB: Destination SIGNAL CODE: A				
				MAX COST	\$1,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	Monthly Service Dash-8 #1, CENTCOM FFP Option Year 2, 1 June 12 - 31 May 13 FOB: Destination SIGNAL CODE: A	12	Months	\$498,843.00	\$5,986,116.00
<hr/>					
MAX NET AMT					\$5,986,116.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002 OPTION	Monthly Service Dash-8 #2, CENTCOM FFP Option Year 2, 1 June 12 - 31 May 13 FOB: Destination SIGNAL CODE: A	12	Months	\$498,843.00	\$5,986,116.00
<hr/>					
MAX NET AMT					\$5,986,116.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003 OPTION	Flying Hours, CENTCOM FFP Option Year 2, 1 June 12 - 31 May 13 FOB: Destination SIGNAL CODE: A	3,600	Hours	\$1,420.00	\$5,112,000.00

MAX NET AMT	\$5,112,000.00
----------------	----------------

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004 OPTION	Depositioning, CENTCOM FFP Option Year 2, 1 June 12 - 31 May 13 FOB: Destination SIGNAL CODE: A	2	Each	\$105,245.00	\$210,490.00

MAX NET AMT	\$210,490.00
----------------	--------------

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2005		UNDEFINED	Fuel Usage	UNDEFINED	\$1,000,000.00
OPTION	Reimbursables -Recurring (Fuel), CENTCOM COST Option Year 2, 1 June 12 - 31 May 13 FOB: Destination SIGNAL CODE: A				
				MAX COST	\$1,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2006		UNDEFINED	Each	UNDEFINED	\$1,000,000.00
OPTION	Reimbursables - Non-Recurring, CENTCOM COST Option Year 2, 1 June 12 - 31 May 13 The G&A factor applied e costs as agreed to by the Contracting Officer in the pre-award process is (b)(4) This factor will remain the same throughout the period of performance o ontract unless otherwise mutually agreed to. FOB: Destination SIGNAL CODE: A				
				MAX COST	\$1,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2007 OPTION	Pressurized Monthly Service, NGA FFP Option Year 2, 1 June 12 - 31 May 13 FOB: Destination SIGNAL CODE: A	12	Months	\$498,843.00	\$5,986,116.00

MAX
NET AMT

\$5,986,116.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2008 OPTION	Flying Hours, NGA FFP Option Year 2, 1 June 12 - 31 May 13 FOB: Destination SIGNAL CODE: A	1,800	Hours	\$1,420.00	\$2,556,000.00

MAX
NET AMT

\$2,556,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2009 OPTION	Depositioning, NGA FFP Option Year 2, 1 June 12 - 31 May 13 FOB: Destination SIGNAL CODE: A	1	Each	\$105,245.00	\$105,245.00
MAX NET AMT					\$105,245.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2010 OPTION	Reimbursables - Recurring (Fuel), NGA COST Option Year 2, 1 June 12 - 31 May 13 FOB: Destination SIGNAL CODE: A	UNDEFINED	Fuel Usage	UNDEFINED	\$1,000,000.00
MAX COST					\$1,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2011 OPTION	Reimbursables - Non-Recurring, NGA COST Option Year 2, 1 June 12 - 31 May 13 The G&A factor applied to base costs as agreed to by the Contracting Officer in the pre-award process i (b)(4) This factor will remain the same throughout the period of performance of this contract unless otherwise mutually agreed to. FOB: Destination SIGNAL CODE: A	UNDEFINED	Each	UNDEFINED	\$1,000,000.00
MAX COST					\$1,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001 OPTION	Monthly Service Dash-8 #1, CENTCOM FFP Option Year 3, 1 June 13 - 31 May 14 FOB: Destination SIGNAL CODE: A	12	Months	\$474,486.00	\$5,693,832.00
MAX NET AMT					\$5,693,832.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002 OPTION	Monthly Service Dash-8 #2, CENTCOM FFP Option Year 3, 1 June 13 - 31 May 14 FOB: Destination SIGNAL CODE: A	12	Months	\$474,486.00	\$5,693,832.00

MAX
NET AMT

\$5,693,832.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003 OPTION	Flying Hours, CENTCOM FFP Option Year 3, 1 June 13 - 31 May 14 FOB: Destination SIGNAL CODE: A	3,600	Hours	\$1,508.00	\$5,428,800.00

MAX
NET AMT

\$5,428,800.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3004 OPTION	Depositioning, CENTCOM FFP Option Year 3, 1 June 13 - 31 May 14 FOB: Destination SIGNAL CODE: A	2	Each	\$109,143.00	\$218,286.00

MAX NET AMT	\$218,286.00
----------------	--------------

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3005 OPTION	Reimbursables -Recurring (Fuel), CENTCOM COST Option Year 3, 1 June 13 - 31 May 14 FOB: Destination SIGNAL CODE: A	UNDEFINED	Fuel Usage	UNDEFINED	\$1,000,000.00

MAX COST	\$1,000,000.00 (EST.)
----------	-----------------------

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3006 OPTION	Reimbursables - Non-Recurring, CENTCOM COST Option Year 3, 1 June 13 - 31 May 14 The G&A factor applied to base costs as agreed to by the Contracting Officer in the pre-award process is (b)(4) This factor will remain the same throughout the period of performance of this contract unless otherwise mutually agreed to. FOB: Destination SIGNAL CODE: A	UNDEFINED	Each	UNDEFINED	\$1,000,000.00
				MAX COST	\$1,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3007 OPTION	Monthly Service Dash-8 #3, NGA FFP Option Year 3, 1 June 13 - 31 May 14 FOB: Destination SIGNAL CODE: A	12	Months	\$474,486.00	\$5,693,832.00
				MAX NET AMT	\$5,693,832.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3008 OPTION	Flying Hours, NGA FFP Option Year 3, 1 June 13 - 31 May 14 FOB: Destination SIGNAL CODE: A	1,800	Hours	\$1,508.00	\$2,714,400.00

MAX NET AMT	\$2,714,400.00
----------------	----------------

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3009 OPTION	Depositioning, NGA FFP Option Year 3, 1 June 13 - 31 May 14 FOB: Destination SIGNAL CODE: A	1	Each	\$109,143.00	\$109,143.00

MAX NET AMT	\$109,143.00
----------------	--------------

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3010		UNDEFINED	Fuel Usage	UNDEFINED	\$1,000,000.00
OPTION	Reimbursables -Recurring (Fuel), NGA COST Option Year 3, 1 June 13 - 31 May 14 FOB: Destination SIGNAL CODE: A				
				MAX COST	\$1,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3011		UNDEFINED	Each	UNDEFINED	\$1,000,000.00
OPTION	Reimbursables - Non-Recurring, NGA COST Option Year 3, 1 June 13 - 31 May 14 The G&A factor applied to base costs as agreed to by the Contracting Officer in the pre-award process is (b)(4) This factor will remain the same throughout the period of performance of contract unless otherwise mutually agreed to. FOB: Destination SIGNAL CODE: A				
				MAX COST	\$1,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001 OPTION	Monthly Service Dash-8 #1, CENTCOM FFP Option Year 4, 1 June 14 - 31 May 15	12	Months	\$489,168.00	\$5,870,016.00
	FOB: Destination SIGNAL CODE: A				

MAX NET AMT	\$5,870,016.00
----------------	----------------

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002 OPTION	Monthly Service Dash-8 #2, CENTCOM FFP Option Year 4, 1 June 14 - 31 May 15	12	Months	\$489,168.00	\$5,870,016.00
	FOB: Destination SIGNAL CODE: A				

MAX NET AMT	\$5,870,016.00
----------------	----------------

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003 OPTION	Flying Hours, CENTCOM FFP Option Year 4, 1 June 14 - 31 May 15	3,600	Hours	\$1,595.00	\$5,742,000.00
	FOB: Destination SIGNAL CODE: A				

MAX NET AMT	\$5,742,000.00
----------------	----------------

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4004 OPTION	Depositioning, CENTCOM FFP Option Year 4, 1 June 14 - 31 May 15	2	Each	\$113,041.00	\$226,082.00
	FOB: Destination SIGNAL CODE: A				

MAX NET AMT	\$226,082.00
----------------	--------------

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4005		UNDEFINED	Fuel Usage	UNDEFINED	\$1,000,000.00
OPTION	Reimbursables -Recurring (Fuel), CENTCOM COST Option Year 4, 1 June 14 - 31 May 15 FOB: Destination SIGNAL CODE: A				
				MAX COST	\$1,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4006		UNDEFINED	Each	UNDEFINED	\$1,000,000.00
OPTION	Reimbursables - Non-Recurring, CENTCOM COST Option Year 4, 1 June 14 - 31 May 15 The G&A factor applied e costs as agreed to by the Contracting Officer in the pre-award process is (b)(4) This factor will remain the same throughout the period of performance of this contract unless otherwise mutually agreed to. FOB: Destination SIGNAL CODE: A				
				MAX COST	\$1,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4007 OPTION	Monthly Service Dash-8 #3, NGA FFP Option Year 4, 1 June 14 - 31 May 15 FOB: Destination SIGNAL CODE: A	12	Months	\$489,168.00	\$5,870,016.00

MAX NET AMT	\$5,870,016.00
----------------	----------------

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4008 OPTION	Flying Hours, NGA FFP Option Year 4, 1 June 14 - 31 May 15 FOB: Destination SIGNAL CODE: A	1,800	Hours	\$1,595.00	\$2,871,000.00

MAX NET AMT	\$2,871,000.00
----------------	----------------

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4009 OPTION	Depositioning, NGA FFP Option Year 4, 1 June 14 - 31 May 15 FOB: Destination SIGNAL CODE: A	1	Each	\$113,041.00	\$113,041.00

MAX NET AMT	\$113,041.00
----------------	--------------

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4010 OPTION	Reimbursables -Recurring (Fuel), NGA COST Option Year 4, 1 June 14 - 31 May 15 FOB: Destination SIGNAL CODE: A	UNDEFINED	Fuel Usage	UNDEFINED	\$1,000,000.00

MAX COST	\$1,000,000.00 (EST.)
----------	-----------------------

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4011 OPTION	Reimbursables - Non-Recurring, NGA COST Option Year 4, 1 June 14 - 31 May 15 The G&A factor applied costs as agreed to by the Contracting Officer in the pre-award process is (b)(4) his factor will remain the same throughout the period of performance of this contract unless otherwise mutually agreed to. FOB: Destination SIGNAL CODE: A	UNDEFINED	Each	UNDEFINED	\$1,000,000.00
MAX COST					\$1,000,000.00 (EST.)

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	\$2,500.00		\$911,000,000.00

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
0002		\$		\$
0003		\$		\$

0004	\$	\$
0005	\$	\$
0006	\$	\$
0007	\$	\$
0008	\$	\$
0009	\$	\$
0010	\$	\$
0011	\$	\$
0012	\$	\$
1003	\$	\$
1004	\$	\$
1005	\$	\$
1006	\$	\$
1007	\$	\$
1010	\$	\$
1011	\$	\$
1012	\$	\$
2003	\$	\$
2004	\$	\$
2005	\$	\$
2006	\$	\$
2007	\$	\$
2010	\$	\$
2011	\$	\$
2012	\$	\$
3003	\$	\$
3004	\$	\$

3005	\$	\$
3006	\$	\$
3007	\$	\$
3010	\$	\$
3011	\$	\$
3012	\$	\$
4003	\$	\$
4004	\$	\$
4005	\$	\$
4006	\$	\$
4007	\$	\$
4010	\$	\$
4011	\$	\$
4012	\$	\$

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government

0015	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
1009	Destination	Government	Destination	Government
1010	Destination	Government	Destination	Government
1011	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government
2009	Destination	Government	Destination	Government
2010	Destination	Government	Destination	Government
2011	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government
3008	Destination	Government	Destination	Government
3009	Destination	Government	Destination	Government
3010	Destination	Government	Destination	Government
3011	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government
4007	Destination	Government	Destination	Government
4008	Destination	Government	Destination	Government
4009	Destination	Government	Destination	Government
4010	Destination	Government	Destination	Government
4011	Destination	Government	Destination	Government

DELIVERY INFORMATION

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

0001	POP 04-JUN-2010 TO 31-MAY-2011	N/A	W27P BAGRAM REG CONTR CENTER - W91B4N TERRY, MONICA SSG OPERATION ENDURING FREEDOM DO DIRECTORATE OF CONTRACTING APO AE 09354 DSN 318-431-4606 FOB: Destination	W91B4N
0002	POP 04-JUN-2010 TO 31-MAY-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4N
0003	POP 04-JUN-2010 TO 31-MAY-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4N
0004	POP 04-JUN-2010 TO 31-MAY-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4N
0005	POP 04-JUN-2010 TO 31-MAY-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4N
0006	POP 04-JUN-2010 TO 31-MAY-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4N
0007	POP 04-JUN-2010 TO 31-MAY-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4N
0008	POP 04-JUN-2010 TO 31-MAY-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4N
0009	POP 04-JUN-2010 TO 31-MAY-2011	N/A	NAT'L GEOSPATIAL-INTEL. AGEN. - HM0275 JOHNSON, STEVEN SGA2 MAIL STOP D-179 4600 SANGAMORE ROAD BETHESDA MD 20816-5003 301-227-7078 FOB: Destination	HM0275
0010	POP 04-JUN-2010 TO 31-MAY-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HM0275
0011	POP 04-JUN-2010 TO 31-MAY-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HM0275
0012	POP 04-JUN-2010 TO 31-MAY-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HM0275
0013	POP 04-JUN-2010 TO 31-MAY-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HM0275
0014	POP 04-JUN-2010 TO 31-MAY-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HM0275

0015	POP 04-JUN-2010 TO 31-MAY-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HM0275
1001	POP 01-JUN-2011 TO 31-MAY-2012	N/A	W27P BAGRAM REG CONTR CENTER - W91B4N TERRY, MONICA SSG OPERATION ENDURING FREEDOM DO DIRECTORATE OF CONTRACTING APO AE 09354 DSN 318-431-4606 FOB: Destination	W91B4N
1002	POP 01-JUN-2011 TO 31-MAY-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4N
1003	POP 01-JUN-2011 TO 31-MAY-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4N
1004	POP 01-JUN-2011 TO 31-MAY-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4N
1005	POP 01-JUN-2011 TO 31-MAY-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4N
1006	POP 01-JUN-2011 TO 31-MAY-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4N
1007	POP 01-JUN-2011 TO 31-MAY-2012	N/A	NAT'L GEOSPATIAL-INTEL. AGEN. - HM0275 JOHNSON, STEVEN SGA2 MAIL STOP D-179 4600 SANGAMORE ROAD BETHESDA MD 20816-5003 301-227-7078 FOB: Destination	HM0275
1008	POP 01-JUN-2011 TO 31-MAY-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HM0275
1009	POP 01-JUN-2011 TO 31-MAY-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HM0275
1010	POP 01-JUN-2011 TO 31-MAY-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HM0275
1011	POP 01-JUN-2011 TO 31-MAY-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HM0275

2001	POP 01-JUN-2012 TO 31-MAY-2013	N/A	W27P BAGRAM REG CONTR CENTER - W91B4N TERRY, MONICA SSG OPERATION ENDURING FREEDOM DO DIRECTORATE OF CONTRACTING APO AE 09354 DSN 318-431-4606 FOB: Destination	W91B4N
2002	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4N
2003	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4N
2004	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4N
2005	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4N
2006	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4N
2007	POP 01-JUN-2012 TO 31-MAY-2013	N/A	NAT'L GEOSPATIAL-INTEL. AGEN. - HM0275 JOHNSON, STEVEN SGA2 MAIL STOP D-179 4600 SANGAMORE ROAD BETHESDA MD 20816-5003 301-227-7078 FOB: Destination	HM0275
2008	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HM0275
2009	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HM0275
2010	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HM0275
2011	POP 01-JUN-2012 TO 31-MAY-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HM0275
3001	POP 01-JUN-2013 TO 31-MAY-2014	N/A	W27P BAGRAM REG CONTR CENTER - W91B4N TERRY, MONICA SSG OPERATION ENDURING FREEDOM DO DIRECTORATE OF CONTRACTING APO AE 09354 DSN 318-431-4606 FOB: Destination	W91B4N

3002	POP 01-JUN-2013 TO 31-MAY-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4N
3003	POP 01-JUN-2013 TO 31-MAY-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4N
3004	POP 01-JUN-2013 TO 31-MAY-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4N
3005	POP 01-JUN-2013 TO 31-MAY-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4N
3006	POP 01-JUN-2013 TO 31-MAY-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4N
3007	POP 01-JUN-2013 TO 31-MAY-2014	N/A	NAT'L GEOSPATIAL-INTEL. AGEN. - HM0275 JOHNSON, STEVEN SGA2 MAIL STOP D-179 4600 SANGAMORE ROAD BETHESDA MD 20816-5003 301-227-7078 FOB: Destination	HM0275
3008	POP 01-JUN-2013 TO 31-MAY-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HM0275
3009	POP 01-JUN-2013 TO 31-MAY-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HM0275
3010	POP 01-JUN-2013 TO 31-MAY-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HM0275
3011	POP 01-JUN-2013 TO 31-MAY-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HM0275
4001	POP 01-JUN-2014 TO 31-MAY-2015	N/A	W27P BAGRAM REG CONTR CENTER - W91B4N TERRY, MONICA SSG OPERATION ENDURING FREEDOM DO DIRECTORATE OF CONTRACTING APO AE 09354 DSN 318-431-4606 FOB: Destination	W91B4N
4002	POP 01-JUN-2014 TO 31-MAY-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4N
4003	POP 01-JUN-2014 TO 31-MAY-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4N
4004	POP 01-JUN-2014 TO 31-MAY-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4N

4005	POP 01-JUN-2014 TO 31-MAY-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4N
4006	POP 01-JUN-2014 TO 31-MAY-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4N
4007	POP 01-JUN-2014 TO 31-MAY-2015	N/A	NAT'L GEOSPATIAL-INTEL. AGEN. - HM0275 JOHNSON, STEVEN SGA2 MAIL STOP D-179 4600 SANGAMORE ROAD BETHESDA MD 20816-5003 301-227-7078 FOB: Destination	HM0275
4008	POP 01-JUN-2014 TO 31-MAY-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HM0275
4009	POP 01-JUN-2014 TO 31-MAY-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HM0275
4010	POP 01-JUN-2014 TO 31-MAY-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HM0275
4011	POP 01-JUN-2014 TO 31-MAY-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HM0275

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
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
52.212-4	Contract Terms and Conditions--Commercial Items	MAR 2009
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	FEB 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
252.212-7001 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (Deviation)	JUL 2009
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.237-7019	Training for Contractor Personnel Interacting with Detainees	SEP 2006

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2010) (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 this paragraph (b)(i) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 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).

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

(vii) Reserved.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 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.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 May 2010 through 30 November 2015.

(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 1 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 10 flying hours per day per aircraft;

(2) Any order for a combination of items in excess of 1800 flight 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 30 November 2015.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at a monthly amount based on the price specified for the next option year, or if there is no subsequent option year, at a monthly amount based on the price specified for the option year currently in effect. 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 30 calendar days of contract expiration.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days 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 before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

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)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUL 2009)

(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.

Law of war means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

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. (1) 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--

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

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

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

(iv) 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.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(e) Pre-deployment requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany 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.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through--

(1) A military-run training center; or

(2) A Web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that--

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a 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 a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC 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.

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct--

(i) Constitutes violation of the law of war; or

(ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

(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 3002.01E, Personnel Recovery in the Department of Defense.

(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)

CLAUSES INCORPORATED BY REFERENCE

252.225-7997 (Dev) Additional Requirements and Responsibilities Relating to Alleged Crimes by or Against Contractor Personnel in Iraq and Afghanistan (Deviation) AUG 2010

CLAUSES INCORPORATED BY FULL TEXT

5552.204-9001 Facility Clearance

FACILITY CLEARANCE (APRIL 2007)

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

(End of clause)

5552.216-9003 USTRANSCOM TASK AND DELIVERY ORDER OMBUDSMAN (JUNE 2009)

In accordance with FAR 16.505(b)(6), the individual identified below is designated as the USTRANSCOM Task and Delivery-Order Ombudsman. The ombudsman is an independent official designated to review contractor 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 relieve the contractor from performance requirements in the contract, nor alter or postpone any 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:

Deputy Director, Acquisition Business Operations
Telephone Number: 618-256-4300 FAX: 618-256-4702

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 Contractor (if the contractor is a team arrangement, applies to each team member) being an air carrier and holding a Certificate of Public Convenience and Necessity issued under Section 401 of the Federal Aviation Act (FAA of 1958, as amended), or otherwise authorized by the Department of Transportation (DOT) to engage in direct air transportation services, holding an Air Carrier's Operating Certificate issued by the FAA under Part 135 of the Federal Aviation Regulations (14 CFR 135) for airlift operated by the offeror, and participating in the CRAF, if applicable. Furthermore, the Contractor shall not be in a suspension or temporary nonuse status in accordance with clause 5552.247-9000, "AIR SAFETY."
- (b) If at any time during the performance period of this contract the contractor is not in compliance with the requirements of paragraph (a) above, including, but not limited to, instances when the certificate demonstrating compliance with paragraph (a) above is (i) suspended by the pertinent regulatory body for any period of time even though the effect of the suspension is stayed pending review by a court of competent jurisdiction, (ii) canceled or revoked in its entirety by the pertinent regulatory body even though the effect of the cancellation or revocation is

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

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

(2) Exercise the government's rights under clause 5552.247-9002, "Contractor's Failure to Provide Service."

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

(End of Clause)

PAYMENT INFORMATION

Payment Information.

CLINs 0001, 0009 Start-Up Price. These CLINs may include spare parts/equipment, mechanic tools, office supplies/equipment, logistics, uniforms/gear, and other non-recurring costs associated with starting operations. Nothing listed as GFE in the PWS (Atch 1) shall be included in these CLINs. Start-up price will not be paid until aircraft is deployed.

CLINs 0002, 0010 Positioning. The amount for these CLINs will not be paid until the aircraft are operational in Afghanistan.

CLINs 0005, 0012, 1005, 10012, 2005, 20012, 3005, 3012, 4005, and 40012 Flying Hour Price. Only flying hours in direct support of this contract shall be invoiced. Hours for orientation flights are not billable against this CLIN. Flying hours are determined from "block out" to "block in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel.

CLINs 0006, 0013, 1006, 1013, 2006, 2013, 3006, 3013, 4006, and 4013. Depositioning. The amount for these CLINs will be paid when the aircraft leaves Afghanistan. Depositioning CLINs will be incorporated into the resultant task order for each option period, but will only be paid once in the period the aircraft is depositioned out of Afghanistan.

CLINs 0007, 0014, 1007, 1014, 2007, 2014, 3007, 3014, 4007, and 4014. Cost Reimbursable - Fuel The contractor will be reimbursed for all fuel purchases in direct support of this contract while in Afghanistan. Requests for fuel reimbursements shall be supported by paid receipts. In the event paid receipts cannot be furnished, other documentation showing the price per gallon/liter paid, number of gallons/liters, date, and aircraft tail number 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.

CLINs 0008, 0015, 1008, 1015, 2008, 2015, 3008, 3015, 4008, and 4015. Cost Reimbursable - Non-Recurring The contractor will be reimbursed for Contractor Replacement Center (CRC) training expenses in direct support of this contract. Requests for CRC training reimbursements shall be supported by paid receipts identifying the individuals who attended CRC training and dates of the CRC training. In the event GFE listed in the PWS cannot be provided, the contractor may request reimbursement for these items under this CLIN. The contractor must coordinate with the COR and Contracting Officer if GFE is not provided. If the COR and the Contracting Officer concur that GFE cannot be provided, the contractor will be required to obtain and submit three quotes from three vendors along with their recommendation for purchase of that specific item. The COR will validate the necessity of all purchases prior to the Contracting Officer approving such purchases. The Contracting Officer will

approve/disapprove the request prior to purchase. Requests for GFE reimbursements shall be supported by receipts/invoices and proof of payment.

ATTACHMENT LIST

Attachment 1, Performance Work Statement - CENTCOM

Attachment 2, Performance Work Statement - NGA

Attachment 3, WAWF

Attachment 4, DD Form 254

ATTACH 1 PWS-CENTCOM

10 Mar 10

PERFORMANCE WORK STATEMENT (PWS)

Commercial Airlift Services for US Central Command

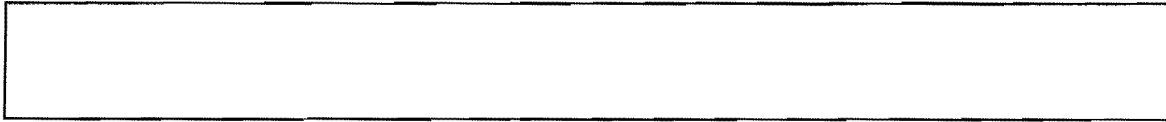


TABLE OF CONTENTS

1. Description of Services

- 1.1 Scope of Contract
- 1.2 Aircraft Requirements
- 1.3 Personnel Requirements
- 1.4 Aircraft Maintenance
- 1.5 Passenger Service
- 1.6 Cargo Service
- 1.7 Transporting Hazardous Cargo
- 1.8 Passenger and Cargo Combination (COMBI) Service
- 1.9 Intransit Visibility (ITV)

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. Weather Reports
- 3.7. Base Transportation
- 3.8. Loading and Unloading
- 3.9. Maintenance Resources

- 3.10. Secure Communications
- 3.11 Office and Working Space

4. General Information

- 4.1 Project Management
- 4.2 Security
- 4.3 Force Protection
- 4.4 Quality Control
- 4.5 Passports
- 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 Workload Estimate
- 4.13 Required Reports

1. Description of Services.

1.1. **Scope of Contract.** Provide all fixed-wing aircraft, personnel, equipment, tools, material, maintenance, and supervision necessary to perform passenger, cargo, and combined Short Take-Off and Landing (STOL) air transportation services between locations in the Area of Responsibility (AOR) of Afghanistan, Kyrgystan, Pakistan and Uzbekistan. Specific locations will be provided at the time of mission scheduling, however, the International Civil Aeronautics Organization (ICAO) identifier for each location is listed below:

The pressurized aircraft can land at the following locations:	
ICAO	Location
OAIX	Bagram
OAZZ	Deh Dadi
OAHR	Herat LZ
OPRN	Islamabad
OAJL	Jalalabad
OAKB	Kabul
OAKN	Kandahar
OPKC	Karachi
UTSL	Karshi-Khanabad
OAMS	Mazar I Sharif
OPQT	Quetta
OPSM	Shamsi
OASG	Sheberghan
OASD	Shindand
OAUZ	Konduz
OAFR	Farah
Total	16 Airfields

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. Each aircraft will be expected to fly no more than ten (10) hours of flight time per day. If necessary and authorized by the COR, contractor is authorized to Remain Over Night (RON) at other locations.

DOD is responsible for providing contractor support when RONing. Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, Kyrgystan and Pakistan. Aircraft shall be available for services 24 hours per day, 7 days per week.

1.1.2. The contractor shall coordinate all airlift movements with the Joint Sustainment Command – Afghanistan (JSC-A) or their designated representative prior to any mission. Aircraft routes and altitudes are in accordance with the Republic of Afghanistan Aeronautical Information Publication (AIP) located at <http://www.motca.gov.af>

1.1.3. The Government anticipates contracting approximately 150 hours per aircraft for 24 days per month (1800 hours per year) and allows 6 days per month for scheduled/unscheduled maintenance. Missions average six flight hours per day.

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

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

1.1.6. Aircraft will only operate out of airfields approved on the United States Air Forces, United States Central Command Operation Enduring Freedom approved airfield matrix.

1.1.7. 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.

1.1.8. 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.

1.1.9 Operational Readiness

1.1.9.1 Operational Readiness Each aircraft is allowed 6 days per month for scheduled/unscheduled maintenance (which equates to an 80% operational readiness rate). Each day the aircraft is NMC (Non Mission Capable) after the 6th day, payment will be prorated. Proration will be calculated by dividing the monthly service rate by the number of days in the month and then multiplying this amount by the number of NMC days. Billable days will be calculated by subtracting the 6 given maintenance days (if applicable) from the actual number of NMC days and then subtracting this total from the number of days in the month. The aircraft must be FMC (Fully Mission Capable) for a minimum of 20 days in order to get credit for the 6 paid maintenance days. If the aircraft fleet, per location, flies the maximum number of hours a month (# of aircraft x 150 hours a month) no deduction will be taken from the monthly rate for any aircraft. If any aircraft is not available for an entire month, no monthly service fee for that aircraft will be paid. If an aircraft becomes FMC after all flying/missions are completed for the day, no payment for monthly service will be paid for that aircraft for that day. Any day an aircraft is not FMC for carrier controlled reasons, no monthly service payment will be made for that day. An airframe is not to be considered available unless both the airframe is FMC and the aircrew is available as defined by the Federal Aviation Administration (FAA) or comparable regulations. If there are extenuating circumstances, the NMC days can be waived on a case-by-case basis.

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

1.1.11. **Replacement Aircraft.** If an aircraft is inoperable and unable to complete missions, the contractor shall provide a replacement aircraft ready to fly missions within thirty days. The 30 day count begins as soon as the original aircraft is identified as not mission capable (NMC) during initial start of mission.

1.2. Aircraft Requirements.

1.2.1. The contractor shall provide pressurized aircraft that are multi-engine, fixed wing, and fully instrumented/equipped to fly under Instrument Flight Rules. Aircraft must be listed, maintained and operated in accordance with the air carrier's Federal Aviation Regulation (FAR) 135 certificate or equivalent Civil Aviation Administration (CAA) requirements.

1.2.2. The contractor shall provide passenger/cargo aircraft that are multi-engine, fixed wing, pressurized and have a capability of easy loading of palletized cargo with dimensions of 48"x40"x48"H. Aircraft must have the ability to hold a maximum of 19 passengers with an alternate configuration for cargo only. Aircraft shall have the capability to change configurations as required by USFOR-A. Carriers will be given 48 hours to change configurations. Aircraft will fly in the pax/cargo configuration for a minimum of 30 days before being changed to the cargo only configuration or vice versa. All aircraft shall have the flexibility to transport cargo weighing a minimum of 4,000 lbs at +10C for a 400 mile stage length non-stop. Maximum load of aircraft will be 7,500 lbs. Aircraft must operate from a 4,000 ft unimproved runway at 3000 Mean Sea Level (MSL).

1.2.3. Aircraft must be capable of transporting passenger/cargo loads in extreme hot and cold temperature conditions that include high altitudes with mountain ranges up to 15,000 ft MSL.

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

1.2.5. **DOD Approval and Additional Standards.** The carrier **operating the aircraft** must be an approved DOD air carrier, as determined by HQ AMC/A3B and the Commercial 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>

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

1.2.7. **Aircraft Markings.** Authorized marking on all aircraft will be the contractors name on each side 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. It is in the best interest of all parties that aircraft not be painted in a color that is close to military colors and paint schemes. Any color other than white should be reviewed and approved by the Government prior to deployment.

1.2.8. **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 aircrew and site managers performing under this contract are required to possess a Secret security clearance unless otherwise waived on a case-by-case basis. 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 adhere to General Order 1, and any supplements or any successor order.

1.3.2. Aircrew members shall be trained, qualified, and maintain proficiency in accordance with FAR 135, and 32 CFR 861.

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

1.3.4. Risk. The Government accepts no liability should any contractor be taken hostage or be killed during any mission or while under contract with the Government. The Government will provide assistance IAW DFARS 252.225-7040.

1.3.5 Training. Contract employees will be afforded the opportunity to attend code of Conduct training IAW DoDD 1300.7 dated 8 Dec 2000.

1.4. **Aircraft Maintenance.** Aircraft will be maintained and operated in accordance with FAR 135 or equivalent CAA requirements.

1.5. Passenger Service.

1.5.1. The actual number of passengers will be determined by the distance to and the altitude and temperature of the desired location. Planning weight for passengers plus their baggage is 400 lbs per person.

1.5.2. Bagram Passenger Services personnel will provide the contractor a passenger manifest prior to boarding. The contractor shall not permit any unauthorized personnel to board the aircraft. A copy of the passenger manifest will be left with the appropriate ground personnel at the departure airfield. The contractor will maintain passengers 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 fixed wing services provided under this contract for personal transportation.

1.5.3. The contractor is ultimately responsible to determine passenger weight and cargo/baggage weight. If calibrated scales are not available or feasible, the contractor may elect to use hand held and portable type scales. If scales are not available, interrogated weights can be used if in compliance with applicable FAR's.

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.

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

1.5.6. The contractor will ensure that all mission aircraft are operated by two pilots rated in the type, design, and series for the aircraft being flown. Failure to meet pilot requirements will be calculated into the operational readiness language in accordance with paragraph 1.1.9.

1.6. Cargo Service.

1.6.1. Provide cargo transportation in accordance with paragraphs 1.2.2 or 1.2.3 depending on the type of aircraft. Estimated largest piece is 48"x40"x48"H with gross weight of 300 lbs each.

1.6.2. 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 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.

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

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

1.6.5. Contractor shall verify cargo weight with calibrated scales. Cargo weights and hazardous materials documents will be verified by qualified DoD personnel.

1.6.6. The contractor will prohibit cargo that has not been properly manifested from flying on the aircraft.

1.7 Transporting Hazardous Cargo. The Government requires passengers to carry a full complement of munitions and explosives necessary to execute their mission as well as other HAZMAT. Contractor shall carry HAZMAT in accordance with their DOT approvals and exemptions. Contractor shall provide a copy of any DOT exemptions to the Contracting Officer. If contractor does not currently possess the necessary approvals and exemptions to carry such HAZMAT, contractor must act with due diligence to obtain an exemption and the Government will cooperate in all good faith to obtain such exemption. Contractor shall transport hazardous materials IAW AFMAN 24-204. Prior to passenger and cargo transportation, the government will verify that passengers can travel with the class of hazardous material being transported. Hazardous classes will be identified prior to personnel and cargo being scheduled for missions.

1.6.8. 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.

1.8. Passenger and Cargo Combination (COMBI) Service.

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

1.8.2. Receive FAA approval to operate in a combination mode.

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

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

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

2. Service Delivery Summary

Performance Objective	PWS Paragraph	Performance Threshold
-----------------------	---------------	-----------------------

Operational Readiness	Para. 1.1.9	Aircraft are available 80% of the month.
Maintain accurate records	Para 4.13	100% Accurate, Complete, and On Time
Contractor shall maintain Passenger Manifest until Mission Is Complete	Para. 1.5.2.	100% of Missions
Aircrew shall remain on flight plan filed, unless deviation for safety of flight is required	Para. 1.1.5	100% of Missions

3. Government Furnished Property and Services will be provided if available.

3.1. Ramp Space. Ramp space will be provided at each bed down location for contractor aircraft.

3.2. Utilities.

3.2.1. The Government will provide utilities for office and working space at each hub location. The utilities provided shall be equivalent to those provided to other military and tenant organizations—no special or unique requirements will be supported. Electricity, water (potable or non-potable), sewer 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.

3.3.1. The Government will supply the same fuel US forces are using in current operations for all aircraft. 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 aircraft 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 aircraft shall not be provided by the Government.

3.4. Billeting.

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

3.5. Subsistence

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

3.6. Weather Reports.

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

3.7. Base Transportation

3.7.1. Base transportation (bus or shuttle) may not be available at all hub locations. The contractor may provide its own flightline (ATV or Gator-like) vehicles upon USFOR-A approval and will obey all published regulations, licensing and dispatching requirements regarding vehicle operations.

3.8. Loading and Unloading.

3.8.1. 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.

3.9. Maintenance Resources

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

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

3.9.3. 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.

3.9.4. Memorandum of Understanding between contractor and the Aviation Task Force is 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

3.10. Secure Communications.

3.10.1. Contractor will be provided access to secure communications pending verification of appropriate security clearances.

3.11. Office and Working Space.

3.11.1. If available, the Government will provide office and working space at each hub location. Due to limited office space at some hub airfields, the contractor may be responsible for providing its own office and working space under the non-recurring reimbursables CLIN. In this case the contractor shall coordinate with the local functional engineering team to obtain approval for its office/working space structure.

4. General Information

4.1. Project Management

4.1.1. The contractor will provide a point of contact within his or her company, fluent in English, to interface with the Contracting Officer, COR and ACOR on issues concerning fixed 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.

4.1.2. The government will assign a Contracting Officer Representative (COR) officer to oversee and inspect contractor flight operations to include quarterly familiarization flights on each aircraft and with various crews.

4.2. Security

4.2.1. Contractor Security: Government Security Forces (SF) and Quick Response Forces (QRF) personnel will provide security and force protection procedures for the contractor while on military installations and during contract performance. The contractor is responsible for providing resource protection to ensure the aircraft 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 aircraft.

4.2.2. The contractor shall comply with the applicable DoD, USAF, AMC, and CENTCOM instructions, regarding Operational, Physical, and Communications Security as well as the Anti-terrorism/Force Protection Programs.

4.2.3. The contractor shall participate in Random Anti-Terrorism Measure (RAM) activities to the best of their ability. The contractor shall not add additional staff to perform RAMs.

4.2.4. The contractor shall ensure contractor personnel have all required badges, access cards and clearances.

4.2.5. Notify the CO and COR within twenty-four (24) hours of the employment and termination of any contractor personnel by providing an updated list of these personnel, which includes at a minimum the following information: name (last, first, middle initial), primary position title, level of investigation/security clearance as well as date of approval, and date of on-site employment or termination.

4.2.6. Within 30 calendar days after contract start, all employees shall complete Antiterrorism Level I training, as required by DODI 2000.16. Refresher Antiterrorism Level I training shall be completed and documented annually thereafter. New employees must complete the Antiterrorism Level I Training within the first 30 calendar days of their employment. The training is provided at <https://arlevel1.dtic.mil/at/>.

4.2.7. If the Government notifies the contractor that the employment or the continued employment of any contract employee is prejudicial to the interests or endangers the security of the United States of America, that person shall be removed and barred from the worksite. This includes security deviations/incidents and credible derogatory information on contract members during the course of the contract period. The contractor shall make any changes necessary in the appointment(s).

4.2.8. **Non-Public Information.** In performance of this contract, the contractor may obtain access to sensitive, non-public information. The contractor agrees (a) to use and protect such information from unauthorized disclosure in accordance with the FAR; (b) to use and disclose such information only for the purpose of performing this contract and to not use or disclose such information for any personal or commercial purpose; (c) to obtain permission of the Government PM before disclosing/discussing such information with a third party; (d) to return, upon Government request, any non-public, sensitive information no longer required for contractor performance; and (e) to advise the Government PM of any unauthorized release of such information. Upon request, the contractor shall have its employees assigned to this contract execute a non-disclosure agreement for delivery to the Government. The Government will require contractor personnel to sign a non-disclosure statement to protect non-public information of other contractors and/or the Government. This is also covered in the DD 254 for disclosure approvals authorities.

4.2.9. **Security Regulation Compliance.** The contractor shall comply with all security regulations and directives as identified herein and other security requirements in this contract specific to site locations of work.

Security Regulation Guidance:

Department of Defense (DoD):

2000.16 (DoD Antiterrorism (AT) Standards)

5200.1-R (DoD Information Security Program)
5200.2-R (DoD Personnel Security Program)
5200.08-R (DoD Physical Security Program)
5220.22-M (National Industrial Security Program)
8500.1 (Information Assurance (IA))
2000.12 (DoD Antiterrorism (AT) Program)
8500.2 (Information Assurance (IA) Implementation)

DoD regulations found at:

<http://www.dtic.mil/whs/directives/corres/publ.html>

4.2.10. 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.

4.2.11. 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 31-101. Applications for personnel security investigations shall be made to the local Chief, Security Forces.

4.2.12. Facility Security Clearance: This contract requires access to classified information, therefore the company must have a Facility Security Clearance (FCL). An FCL is an administrative determination that a company is eligible for access to classified information or award of a classified contract. Requirements are defined in the National Industrial Security Program Operating Manual, (NISPOM) DOD 5220.22-M. Contractors must inform the Contracting Officer of the correct address of any company agency requiring a facility clearance. A DD Form 254 is incorporated into the solicitation/contract.

4.2.13. Personnel Security Clearance: Upon contract award, security clearance applications for all required personnel shall be completed in accordance with DOD 5220.22-M 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. Interim clearances will be accepted initially. All other personnel (maintenance, etc) are required to have a National Agency Check with Inquiries (NACI) or equivalent investigation for non-US companies, in order to be issued a CAC. Non-US companies must provide a proof of eligibility determination equal to the United States National Agency Check, Law-Check and Credit Check (NACLC) to obtain Secret Clearances.

4.2.14. Operations Security (OPSEC): The contractor shall be responsible for OPSEC procedures when operating missions for the DOD to include safeguarding critical information. Contractors must ensure employees receive OPSEC training upon initial assignment to a contract with OPSEC requirements. Information such as flight schedules, hotels where crews are staying, return trips, and other facts about the international mission shall be kept close hold and only communicated to persons who have a need to know this information and over secure communications channels. 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 to the COR. No imagery or verbal relays of U.S. forces or their positions is permitted.

4.2.15. 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) on DOD related security matters and ensure their Government furnished COMSEC equipment is stored, maintained, and operated properly. The company FSO shall maintain a current list of cleared

personnel and flight deck aircrew personnel who are eligible for a secret clearance. This list shall be made available for verification during on-site surveys by DOD personnel who have a need to know, and will be provided to the COR when requested.

4.2.16. **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.

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

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

4.3. Force Protection

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

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

4.3.3. USTRANSCOM Force Protection (Industrial Security) Points of Contact:

Patrick Collins or Steven Strait
508 Scott Drive
TCJ3-FP
Scott AFB, IL. 62225
Commercial: 618-229-7349/8287 (respectively)
Email at Patrick.Collins@ustranscom.mil or Steven.Strait@ustranscom.mil

4.4. Quality Control

4.4.1. The contractor shall develop and implement a commercial quality control plan to ensure safe and reliable air transportation in accordance with FAR 135 and 32 CFR 861. Operators are responsible for amending or supplementing their quality programs to assure management oversight in austere locations.

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

4.5. Passports All company personnel shall have a current and valid passport.

4.6. Communications

4.6.1. 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

4.7.1. Crew duty day requirements are governed by Federal Aviation Regulation Part 135 or applicable CAA regulations.

4.8. Flying In Controlled Airspace

4.8.1. 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

4.9.1. 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.

4.9.2. The contractor shall furnish, transport, repair and replace sufficient FCCs on each operational aircraft. An FCC shall be deemed unserviceable if it has damage in excess of any of the following:

4" x 4" L-shaped tear
8" long tear
2" diameter tear

4.9.3. The contractor will be responsible for covering and uncovering cargo with the FCCs. If FCC-covered cargo is taken away from the aircraft (assuming cargo are not covered and uncovered aboard the aircraft), the U.S. Government will ensure an adequate number of FCCs are returned to the aircraft prior to its next departure.

4.10. Safety Barriers

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

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

4.11.1. **Determinations To Leave Unsafe Aircraft:** AMC Air Carrier Survey Team members, ramp inspectors, the Military Surface Deployment and Distribution Command (SDDC), or such other agencies as may be designated by the Secretary of Defense (or if there is no such representative reasonably available, the senior officer on-board a contract mission) may order members of the armed forces to leave a contract mission if the representative (or officer) determines a condition exists on the aircraft which may endanger the safety of the passengers. If serious deficiencies exist, the appropriate USFOR-A representative will initiate an operational immediate message to the

next higher headquarters with a copy to the USTRANSCOM/TCAQ-R Contracting Officer. In cases where such deficiencies exist, only the FAA representative has the authority to ground the commercial aircraft in question.

4.12. Workload Estimate. The Government's estimate is 1,800 hours per aircraft per year.

4.13. Required Reports

4.13.1. 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 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. The controlling Aviation Brigade in the contractor's area of operations 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.

4.13.2. 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 JSC-A or their delegated authority and the COR. On the next business day, notification shall also be made to the CO, 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.

4.13.3. 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.

4.13.4. 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 COR/ACOR, at the next enroute station for in flight incidents, or the station where the incident occurs.

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

4.13.6. 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.

4.13.7. **Spotlighting and Hostile Event Reports:** Timely threat reporting is essential to safe aircraft operations. In the event a contractor 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. All incidents, including any hostile action (potential or realized) directed at the aircraft, shall be reported immediately to the cognizant air traffic control agency. Additionally, upon landing, 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 the COR immediately of any information regarding a threat to an aircraft, or of any attempts to elicit information from the crew on their mission or cargo. The contractor shall also report any incidents to USTRANSCOM/TCAQ during the next business day.

4.13.8 **Daily SITREP.** The contractor will maintain a daily record as a way to monitor the status of the aircraft in country, as well as verify the number of personnel working on site. The contractor shall make these records available to the CO, COR and ACOR on a daily basis. Example will be provided upon request.

4.13.9. **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.

ATTCH 2 PWS-NGA

10 Mar 10

PERFORMANCE WORK STATEMENT (PWS)

Commercial Airlift Services for the National Geospatial-Intelligence Agency



TABLE OF CONTENTS

1. Description of Services

- 1.1 Scope of Contract
- 1.2 Aircraft Requirements
- 1.3 Personnel Requirements
- 1.4 Aircraft Maintenance
- 1.5 Passenger Service
- 1.6 Cargo Service
- 1.7 Transporting Hazardous Cargo
- 1.8 Passenger and Cargo Combination (COMBI) Service
- 1.9 Intransit Visibility (ITV)

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. Weather Reports
- 3.7. Base Transportation
- 3.8. Loading and Unloading
- 3.9. Maintenance Resources

- 3.10. Secure Communications
- 3.11. Office and Working Space

4. General Information

- 4.1 Project Management
- 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 Workload Estimate
- 4.13 Required Reports

1. Description of Services.

1.1. **Scope of Contract.** Provide all fixed-wing aircraft, personnel, equipment, tools, material, maintenance, and supervision necessary to perform passenger, cargo, and combined Short Take-Off and Landing (STOL) air transportation services between locations in the Area of Responsibility (AOR) of Afghanistan, Kyrgystan, Pakistan and Uzbekistan. Specific locations will be provided at the time of mission scheduling, however, the International Civil Aeronautics Organization (ICAO) identifier for each location is listed below, this list is not exclusive, and other ICAO may be added as directed:

The pressurized aircraft can land at the following locations:	
ICAO	Location
OAIX	Bagram
OAZ2	Deh Dadi
OAHR	Herat LZ
OPRN	Islamabad
OAJL	Jalalabad
OAKB	Kabul
OAKN	Kandahar
OPKC	Karachi
UTSL	Karshi-Khanabad
OAMS	Mazar I Sharif
OPQT	Quetta
OPSM	Shamsi
OASG	Sheberghan
OASD	Shindand
OAUZ	Konduz
OAFR	Farah
Total	16 Airfields

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. Each aircraft will be expected to fly no more than ten (10) hours of flight time per day. If necessary and authorized by the COR, contractor is authorized to Remain Over Night (RON) at other locations. DOD is responsible for providing contractor support when RONing. Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, Kyrgystan and Pakistan. Aircraft shall be available for services 24 hours per day, 7 days per week.

1.1.2. The contractor shall coordinate all airlift movements with the Joint Sustainment Command – Afghanistan (JSC-A) or their designated representative prior to any mission. Aircraft routes and altitudes are in accordance with the Republic of Afghanistan Aeronautical Information Publication (AIP) located at <http://www.motca.gov.af>.

1.1.3. The Government anticipates contracting approximately 150 hours per aircraft for 24 days per month (1800 hours per year) and allows 6 days per month for scheduled/unscheduled maintenance. Missions average six flight hours per day.

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

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

1.1.6. Aircraft will only operate out of airfields approved on the United States Air Forces, United States Central Command Operation Enduring Freedom approved airfield matrix.

1.1.7. 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.

1.1.8. 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.

1.1.9 Operational Readiness

1.1.9.1 Operational Readiness. Each aircraft is allowed 6 days per month for scheduled/unscheduled maintenance (which equates to an 80% operational readiness rate). Each day the aircraft is NMC (Non Mission Capable) after the 6th day, payment will be prorated. Proration will be calculated by dividing the monthly service rate by the number of days in the month and then multiplying this amount by the number of NMC days. Billable days will be calculated by subtracting the 6 given maintenance days (if applicable) from the actual number of NMC days and then subtracting this total from the number of days in the month. The aircraft must be FMC (Fully Mission Capable) for a minimum of 20 days in order to get credit for the 6 paid maintenance days. If the aircraft fleet, per location, flies the maximum number of hours a month (# of aircraft x 150 hours a month) no deduction will be taken from the monthly rate for any aircraft. If any aircraft is not available for an entire month, no monthly service fee for that aircraft will be paid. If an aircraft becomes FMC after all flying/missions are completed for the day, no payment for monthly service will be paid for that aircraft for that day. Any day an aircraft is not FMC for carrier controlled reasons, no monthly service payment will be made for that day. An airframe is not to be considered available unless both the airframe is FMC and the aircrew is available as defined by the Federal Aviation Administration (FAA) or comparable regulations. If there are extenuating circumstances, the NMC days can be waived on a case-by-case basis.

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

1.1.11. Replacement Aircraft. If an aircraft is inoperable and unable to complete missions, the contractor shall provide a replacement aircraft ready to fly missions within thirty days. The 30 day count begins as soon as the original aircraft is identified as not mission capable (NMC) during initial start of mission.

1.2. Aircraft Requirements.

1.2.1. The contractor shall provide pressurized aircraft that are multi-engine, fixed wing, and fully instrumented/equipped to fly under Instrument Flight Rules. Aircraft must be listed, maintained and operated in accordance with the air carrier's Federal Aviation Regulation (FAR) 135 certificate or equivalent Civil Aviation Administration (CAA) requirements.

1.2.2. The contractor shall provide passenger/cargo aircraft that are multi-engine, fixed wing, pressurized and have a capability of easy loading of palletized cargo with dimensions of 48"x40"x48"H. Aircraft must have the ability to hold a maximum of 19 passengers with an alternate configuration for cargo only. Aircraft shall have the capability to change configurations as required by USFOR-A. Carriers will be given 48 hours to change configurations. Aircraft will fly in the pax/cargo configuration for a minimum of 30 days before being changed to the cargo only configuration or vice versa. All aircraft shall have the flexibility to transport cargo weighing a minimum of 4,000 lbs at +10C for a 400 mile stage length non-stop. Maximum load of aircraft will be 7500 lbs. Aircraft must operate from a 4,000 ft unimproved runway at least 5000 Mean Sea Level (MSL).

1.2.3. Aircraft must be capable of transporting passenger/cargo loads in extreme hot and cold temperature conditions that include high altitudes with mountain ranges up to 15,000 ft MSL.

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

1.2.5. DOD Approval and Additional Standards. The carrier operating the aircraft must be an approved DOD air carrier, as determined by HQ AMC/A3B and the Commercial 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>

1.2.6. Aircraft Inspection. The Government reserves the right to inspect aircraft, maintenance records, and employee records at any time.

1.2.7. Aircraft Markings. Authorized marking on all aircraft will be the contractors name on each side 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. It is in the best interest of all parties that aircraft not be painted in a color that is close to military colors and paint schemes. Any color other than white should be reviewed and approved by the Government prior to deployment.

1.2.8. 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 aircrew and site managers performing under this contract are required to possess a Secret security clearance unless otherwise waived on a case-by-case basis. 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 adhere to General Order 1, and any supplements or any successor order.

1.3.2. Aircrew members shall be trained, qualified, and maintain proficiency in accordance with FAR 135, and 32 CFR 861.

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

1.3.4. Risk. The Government accepts no liability should any contractor be taken hostage or be killed during any mission or while under contract with the Government. The Government will provide assistance IAW DFARS 252.225-7040.

1.3.5 Training. Contract employees will be afforded the opportunity to attend code of Conduct training IAW DoDD 1300.7 dated 8 Dec 2000.

1.4. **Aircraft Maintenance.** Aircraft will be maintained and operated in accordance with FAR 135 or equivalent CAA requirements.

1.5. **Passenger Service.**

1.5.1. The actual number of passengers will be determined by the distance to and the altitude and temperature of the desired location. Planning weight for passengers plus their baggage is 400 lbs per person.

1.5.2. Bagram Passenger Services personnel will provide the contractor a passenger manifest prior to boarding. The contractor shall not permit any unauthorized personnel to board the aircraft. A copy of the passenger manifest will be left with the appropriate ground personnel at the departure airfield. The contractor will maintain passengers 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 fixed wing services provided under this contract for personal transportation.

1.5.3. The contractor is ultimately responsible to determine passenger weight and cargo/baggage weight. If calibrated scales are not available or feasible, the contractor may elect to use hand held and portable type scales. If scales are not available, interrogated weights can be used if in compliance with applicable FAR's.

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.

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

1.5.6. The contractor will ensure that all mission aircraft are operated by two pilots rated in the type, design, and series for the aircraft being flown. Failure to meet pilot requirements will be calculated into the operational readiness language in accordance with paragraph 1.1.9.

1.6. **Cargo Service.**

1.6.1. Provide cargo transportation in accordance with paragraphs 1.2.2 or 1.2.3 depending on the type of aircraft. Estimated largest piece is 48"x40"x48"H with gross weight of 300 lbs each.

1.6.2. 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 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.

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

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

1.6.5. Contractor shall verify cargo weight with calibrated scales. Cargo weights and hazardous materials documents will be verified by qualified DoD personnel.

1.6.6. The contractor will prohibit cargo that has not been properly manifested from flying on the aircraft.

1.7 Transporting Hazardous Cargo. The Government requires passengers to carry a full complement of munitions and explosives necessary to execute their mission as well as other HAZMAT. Contractor shall carry HAZMAT in accordance with their DOT approvals and exemptions. Contractor shall provide a copy of any DOT exemptions to the Contracting Officer. If contractor does not currently possess the necessary approvals and exemptions to carry such HAZMAT, contractor must act with due diligence to obtain an exemption and the Government will cooperate in all good faith to obtain such exemption. Contractor shall transport hazardous materials IAW AFMAN 24-204. Prior to passenger and cargo transportation, the government will verify that passengers can travel with the class of hazardous material being transported. Hazardous classes will be identified prior to personnel and cargo being scheduled for missions.

1.6.8. 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.

1.8. Passenger and Cargo Combination (COMBI) Service.

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

1.8.2. Receive FAA approval to operate in a combination mode.

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

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

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

2. Service Delivery Summary

Performance Objective	PWS Paragraph	Performance Threshold
-----------------------	---------------	-----------------------

Operational Readiness	Para. 1.1.9	Aircraft are available 80% of the month.
Maintain accurate records	Para 4.13	100% Accurate, Complete, and On Time
Contractor shall maintain Passenger Manifest until Mission Is Complete	Para. 1.5.2.	100% of Missions
Aircrew shall remain on flight plan filed, unless deviation for safety of flight is required	Para. 1.1.5	100% of Missions

3. Government Furnished Property and Services will be provided if available.

3.1. Ramp Space. Ramp space will be provided at each bed down location for contractor aircraft.

3.2. Utilities.

3.2.1. The Government will provide utilities for office and working space at each hub location. The utilities provided shall be equivalent to those provided to other military and tenant organizations—no special or unique requirements will be supported. Electricity, water (potable or non-potable), sewer 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.

3.3.1. The Government will supply the same fuel US forces are using in current operations for all aircraft. 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 aircraft 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 aircraft shall not be provided by the Government.

3.4. Billeting.

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

3.5. Subsistence

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

3.6. Weather Reports.

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

3.7. Base Transportation

3.7.1. Base transportation (bus or shuttle) may not be available at all hub locations. The contractor may provide its own flightline (ATV or Gator-like) vehicles upon USFOR-A approval and will obey all published regulations, licensing and dispatching requirements regarding vehicle operations.

3.8. Loading and Unloading.

3.8.1. 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.

3.9. Maintenance Resources

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

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

3.9.3. 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.

3.9.4. Memorandum of Understanding between contractor and the Aviation Task Force is 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

3.10. Secure Communications.

3.10.1. Contractor will be provided access to secure communications pending verification of appropriate security clearances.

3.11. Office and Working Space.

3.11.1. If available, the Government will provide office and working space at each hub location. Due to limited office space at some hub airfields, the contractor may be responsible for providing its own office and working space under the non-recurring reimbursables CLIN. In this case the contractor shall coordinate with the local functional engineering team to obtain approval for its office/working space structure.

4. General Information

4.1. Project Management

4.1.1. The contractor will provide a point of contact within his or her company, fluent in English, to interface with the Contracting Officer, COR and ACOR on issues concerning fixed 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.

4.1.2. The government will assign a Contracting Officer Representative (COR) officer to oversee and inspect contractor flight operations to include quarterly familiarization flights on each aircraft and with various crews.

4.2. Security

4.2.1. Contractor Security: Government Security Forces (SF) and Quick Response Forces (QRF) personnel will provide security and force protection procedures for the contractor while on military installations and during contract performance. The contractor is responsible for providing resource protection to ensure the aircraft 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 aircraft.

4.2.2. The contractor shall comply with the applicable DoD, USAF, AMC, and CENTCOM instructions, regarding Operational, Physical, and Communications Security as well as the Anti-terrorism/Force Protection Programs.

4.2.3. The contractor shall participate in Random Anti-Terrorism Measure (RAM) activities to the best of their ability. The contractor shall not add additional staff to perform RAMs.

4.2.4. The contractor shall ensure contractor personnel have all required badges, access cards and clearances.

4.2.5. Notify the CO and COR within twenty-four (24) hours of the employment and termination of any contractor personnel by providing an updated list of these personnel, which includes at a minimum the following information: name (last, first, middle initial), primary position title, level of investigation/security clearance as well as date of approval, and date of on-site employment or termination.

4.2.6. Within 30 calendar days after contract start, all employees shall complete Antiterrorism Level I training, as required by DODI 2000.16. Refresher Antiterrorism Level I training shall be completed and documented annually thereafter. New employees must complete the Antiterrorism Level I Training within the first 30 calendar days of their employment. The training is provided at <https://atlevel1.dtic.mil/at/>.

4.2.7. If the Government notifies the contractor that the employment or the continued employment of any contract employee is prejudicial to the interests or endangers the security of the United States of America, that person shall be removed and barred from the worksite. This includes security deviations/incidents and credible derogatory information on contract members during the course of the contract period. The contractor shall make any changes necessary in the appointment(s).

4.2.8. **Non-Public Information.** In performance of this contract, the contractor may obtain access to sensitive, non-public information. The contractor agrees (a) to use and protect such information from unauthorized disclosure in accordance with the FAR; (b) to use and disclose such information only for the purpose of performing this contract and to not use or disclose such information for any personal or commercial purpose; (c) to obtain permission of the Government PM before disclosing/discussing such information with a third party; (d) to return, upon Government request, any non-public, sensitive information no longer required for contractor performance; and (e) to advise the Government PM of any unauthorized release of such information. Upon request, the contractor shall have its employees assigned to this contract execute a non-disclosure agreement for delivery to the Government. The Government will require contractor personnel to sign a non-disclosure statement to protect non-public information of other contractors and/or the Government. This is also covered in the DD 254 for disclosure approvals authorities.

4.2.9. **Security Regulation Compliance.** The contractor shall comply with all security regulations and directives as identified herein and other security requirements in this contract specific to site locations of work.

Security Regulation Guidance:

Department of Defense (DoD):

2000.16 (DoD Antiterrorism (AT) Standards)

5200.1-R (DoD Information Security Program)
5200.2-R (DoD Personnel Security Program)
5200.08-R (DoD Physical Security Program)
5220.22-M (National Industrial Security Program)
8500.1 (Information Assurance (IA))
2000.12 (DoD Antiterrorism (AT) Program)
8500.2 (Information Assurance (IA) Implementation)

DoD regulations found at:

<http://www.dtic.mil/whs/directives/corres/pub1.html>

4.2.10. 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.

4.2.11. 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 31-101 Applications for personnel security investigations shall be made to the local Chief, Security Forces.

4.2.12. Facility Security Clearance: This contract requires access to classified information, therefore the company must have a Facility Security Clearance (FCL). An FCL is an administrative determination that a company is eligible for access to classified information or award of a classified contract. Requirements are defined in the National Industrial Security Program Operating Manual, (NISPOM) DOD 5220.22-M. Contractors must inform the Contracting Officer of the correct address of any company agency requiring a facility clearance. A DD Form 254 is incorporated into the solicitation/contract.

4.2.13. Personnel Security Clearance: Upon contract award, security clearance applications for all required personnel shall be completed in accordance with DOD 5220.22-M 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. Interim clearances will be accepted initially. All other personnel (maintenance, etc) are required to have a National Agency Check with Inquiries (NACI) or equivocal investigation for non-US companies, in order to be issued a CAC. Non-US companies must provide a proof of eligibility determination equal to the United States National Agency Check, Law-Check and Credit Check (NACLC) to obtain Secret Clearances.

4.2.14. Operations Security (OPSEC): The contractor shall be responsible for OPSEC procedures when operating missions for the DOD to include safeguarding critical information. Contractors must ensure employees receive OPSEC training upon initial assignment to a contract with OPSEC requirements. Information such as flight schedules, hotels where crews are staying, return trips, and other facts about the international mission shall be kept close hold and only communicated to persons who have a need to know this information and over secure communications channels. 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 to the COR. No imagery or verbal relays of U.S. forces or their positions is permitted.

4.2.15. 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) on DOD related security matters and ensure their Government furnished COMSEC

equipment is stored, maintained, and operated properly. The company FSO shall maintain a current list of cleared personnel and flight deck aircrew personnel who are eligible for a secret clearance. This list shall be made available for verification during on-site surveys by DOD personnel who have a need to know, and will be provided to the Contracting Officer when requested.

4.2.16. 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.

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

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

4.3. Force Protection

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

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

4.3.3. USTRANSCOM Force Protection (Industrial Security) Points of Contact:

Patrick Collins or Steven Strait
508 Scott Drive
TCJ3-FP
Scott AFB, IL. 62225
Commercial: 618-229-7349/8287 (respectively)
Email at Patrick.Collins@ustranscom.mil or Steven.Strait@ustranscom.mil

4.4. Quality Control

4.4.1. The contractor shall develop and implement a commercial quality control plan to ensure safe and reliable air transportation in accordance with FAR 135 and 32 CFR 861. Operators are responsible for amending or supplementing their quality programs to assure management oversight in austere locations.

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

4.5. Passports, Geneva Convention Cards and Common Access Cards (CAC):

4.5.1. Passports: All company personnel shall have a current and valid passport.

4.5.2. Common Access Cards (CAC): In order for any contractor personnel to be issued a CAC, he or she must show proof (through the JPAS system) of having a favorable National Agency Check with Inquiries (NACI). Contractor personnel will be required to have access to the Contractor Verification System (CVS) to process CAC applications. The CVS website is <https://www.dmdc.osd.mil/appj/cvs/login>. Contractors are 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. CVS allows contractors to be issued a CAC from any DEERS office before going overseas. CACs will have Geneva Convention Category IV printed on the back. CJTF will process any line badge requirements at Bagram.

4.5.3. Outprocessing of Contractors with CACs. As soon as the contractor company is informed of a contractor who will no longer be working on the contract, they must relay this information to the contracting office. Contractors no longer working on this contract are required to return their CACs to a DEERS office or the contracting office. The contract specialist must be informed if the CAC is turned in to a DEERS office. Any cards returned to the contracting office will be turned into the security office on base.

4.6. Communications

4.6.1. 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

4.7.1. Crew duty day requirements are governed by Federal Aviation Regulation Part 135 or applicable CAA regulations.

4.8. Flying In Controlled Airspace

4.8.1. 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

4.9.1. 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.

4.9.2. The contractor shall furnish, transport, repair and replace sufficient FCCs on each operational aircraft. An FCC shall be deemed unserviceable if it has damage in excess of any of the following:

- 4" x 4" L-shaped tear
- 8" long tear
- 2" diameter tear

4.9.3. The contractor will be responsible for covering and uncovering cargo with the FCCs. If FCC-covered cargo is taken away from the aircraft (assuming cargo are not covered and uncovered aboard the aircraft), the U.S. Government will ensure an adequate number of FCCs are returned to the aircraft prior to its next departure.

4.10. Safety Barriers

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

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

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

4.12. **Workload Estimate.** The Government's estimate is 1,800 hours per aircraft per year.

4.13. Required Reports

4.13.1. **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 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. The controlling Aviation Brigade on the contractor's area of operations 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.

4.13.1. **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 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.

4.13.2. **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 JSC-A or their delegated authority and the COR. On the next business day, notification shall also be made to the CO, 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.

4.13.3. 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.

4.13.4. 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 COR/ACOR, at the next enroute station for in flight incidents, or the station where the incident occurs, or other DoD agency.

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

4.13.6. 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.

4.13.7. Spotlighting and Hostile Event Reports: Timely threat reporting is essential to safe aircraft operations. In the event a contractor 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. All incidents, including any hostile action (potential or realized) directed at the aircraft, shall be reported immediately to the cognizant air traffic control agency. Additionally, upon landing, 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 the COR immediately of any information regarding a threat to an aircraft, or of any attempts to elicit information from the crew on their mission or cargo. The contractor shall also report any incidents to USTRANSCOM/TCAQ during the next business day.

4.13.8 Daily SITREP. The contractor will maintain a daily record as a way to monitor the status of the aircraft in country, as well as verify the number of personnel working on site. The contractor shall make these records available to the CO, COR, and ACOR on a daily basis. Example will be provided upon request.

4.13.9. 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.

ATTCH 3 WAWF WORKSHEET

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

CONTRACT (number)

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

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

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

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

1. CONTRACT NUMBER:	<input type="text" value="HTC711"/>	
2. CAGE CODE:	<input type="text" value="1WVA5"/>	
3. PAY OFFICE DODAAC:	<input type="text" value="HQ0302"/>	
4. TYPE OF DOCUMENT:	<input type="text" value="COMBO"/>	
5. INSPECTION/ACCEPTANCE:	<input type="text" value="DESTINATION"/>	
6. ISSUE DATE:	<input type="text" value="4 June 10"/>	
7. ISSUE BY DODAAC:	<input type="text" value="HTC711"/>	
8. ADMIN DODAAC:	<input type="text" value="HTC711"/>	
9. INSPECT BY DODAAC:	<input type="text" value="HTC711"/>	PLUS SIX EXT: <input type="text"/>
10. SERVICE ACCEPTOR / SHIP TO:	<input type="text" value="HTC711"/>	PLUS SIX EXT: <input type="text"/>

AIRCRAFT TYPE (FILL-IN)

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

PRESSURIZED AIRCRAFT:TYPE OF AIRCRAFT De Havilland DHC-8

AIRCRAFT BLOCK SPEED/HOUR _____

FUEL BURN RATE/HOUR _____

AIRCRAFT AVAILABLE SEATS _____

AIRCRAFT RANGE _____

AIRCRAFT TOTAL PAYLOAD _____

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.

Access the below website to obtain requirements of CRC Fort Benning for Emergency Essential personnel deploying to the CENTCOM AOR, to include required vaccinations/immunizations, equipment lists, etc.
<https://www.benning.army.mil/crc/>

(END)

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 if approved by the FAA.

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 \$75 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.

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.

Proposals received under any Request for Task Order Proposals (RFTOPs) will be evaluated using the following Evaluation Criteria:

1. Technical (technical proposal instructions and evaluation details will be provided at RFTOP issuance)
2. Past Performance. The Contracting Officer will consider past performance on earlier orders under the contract, if applicable (if not applicable to all IDIQ contract holders, further instructions and evaluation details will be provided at RFTOP issuance)
3. Pre-Deployment Plan (pre-deployment plan proposal instructions and evaluation details will be provided at RFTOP issuance)
4. Price (price proposal instructions and evaluation details will be provided at RFTOP issuance)

Order of Importance. The relative order of importance of the evaluation factors identified above will be identified at the time the RFTOP is issued.

952.222-0001 – PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (JUL 2010)

(a) All contractors ("contractors" refers to both prime contractors and all 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.

(b) 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, including requirements for visas and work permits.

(c) 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.

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

(End of Clause)

952.223-0001**952.223-0001 – REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (JUL 2010)**

Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur.

Report the following information:

Contract Number
 Contract Description & Location
 Company Name
 Reporting party:
 Name
 Phone number
 e-mail address
 Victim:
 Name
 Gender (Male/Female)
 Age
 Nationality
 Country of permanent residence
 Incident:
 Description
 Location
 Date and time
 Other Pertinent Information

(End of Clause)

952.225-0001

952.225-0001 – ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (AUG 2010)

(e) **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 U.S. CENTCOM, United States Forces – Iraq (USF-I) and United States Forces – Afghanistan (USFOR-A) Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, who will seek individual authorization to be armed under the provisions of this contract (requests for blanket authorization for groups or organizations will not be approved), comply with the contents of this clause and with the requirements set forth in the following:

- (1) DODI 3020.50, Private Security Contractors (PSCs) Operating in Contingency Operations;
- (2) DODI 3020.41, Program Management for Acquisition and Operational Contract Support in Contingency Operations;
- (3) DFARS 252.225-7040, Contractor Personnel Supporting a Force Deployed Outside the United States;
- (4) Class Deviation 2007-00010, Contractor Personnel in the United States Central Command Area of Responsibility
- (5) USFOR-A, FRAGO 09-206, Outlines Management of Armed Contractors and Private Security Companies Operating in the Combined Joint Operating Area - Afghanistan (CJOA-A)
- (6) USF-I OPORD 10-01, Annex C, Appendix 13
- (7) U.S. CENTCOM Message, USCENCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DoD Civilian Personnel and Contractors for Iraq and Afghanistan, dated 23 Dec 2005
- (8) U.S. CENTCOM Message, Modification to USCENCOM Civilian and Contractor Arming Policy and Delegation of Authority for Iraq and Afghanistan, dated 07 Nov 2006
- (9) U.S. CENTCOM Message, Modification 3 to USCENCOM Civilian and Contractor Arming Policy and Delegation of Authority in Iraq and Afghanistan, dated 09 Jun 2009

(f) **Required Government Documentation.** An O-6 or GS-15 (or above) from the unit requesting the contractor security shall provide a description of the following to the arming approval authority via the contracting officer representative (COR) in sponsoring each individual request for arming (under paragraph (c) below:

- (1) The specific location where the PSC employee will operate;
- (2) The persons and/or property that require protection;
- (3) The anticipated threat;
- (4) The requested weapon type(s), including serial number when possible;
- (5) The reason current security/police forces are unable to provide adequate protection; and
- (6) Verification, under paragraph (e) below, that background checks have been conducted and that no records were found of convictions or other acts that should be known to the arming authority.

(g) **Required Contractor Documentation.** Contractors and their subcontractors at all tiers that require arming approval shall provide to the arming approval authority via the COR consistent documentation (signed and dated by the employee and employer as applicable) for each of their employees who will seek authorization to be armed under the contract as follows:

(1) **Weapons Qualification/Familiarization.** All employees must meet the weapons qualification requirements on the requested weapon(s) established by any DoD or other U.S. government agency, Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and 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) Written acknowledgement by the individual of the fulfillment of training responsibilities and the conditions for the authorization to carry firearms. This document includes the acknowledgement of the distinctions between the ROE applicable to military forces and RUF that control the use of weapons by DoD civilians, DoD contractors and PSCs.

(4) Written acknowledgement signed by both the armed employee and by a representative of the employing company that use of weapons could subject both the individual and company to U.S. and host nation prosecution and civil liability.

(5) A copy of the contract between the contractor's company and the U.S. Government that verifies the individual's employment and addresses the need to be armed.

(6) One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior.

(7) One (1) copy of a license to operate as a PSC (or a temporary operating license) from the Ministry of Interior.

(h) The contractor will submit to the COR a communications plan that, at a minimum, sets forth the following:

(1) The contractor's method of notifying military forces and requesting assistance where hostilities arise, combat action is needed or serious incidents have been observed;

(2) How relevant threat information will be shared between contractor security personnel and U.S. military forces; and

(3) How the contractor will coordinate transportation with appropriate military authorities.

(i) Prior to requesting arming approval, the contractor will submit to the COR 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):

(1) Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, CIA records, and/or any other records available;

(2) Verify with USF-I or USFOR-A, as applicable, that no employee has been barred by any commander within Iraq or Afghanistan; and

(3) All local nationals and third country nationals will voluntarily submit to full biometric enrollment in accordance with theater biometric policies within 60 days of their arming request. While biometric collection and screening is voluntary, CORs will immediately notify the arming approval authority of any individuals who do not meet this requirement and any arming authorization will be revoked until all requirements are met.

(j) **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, training, arming authorization, and incident reporting requirements 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.

(k) **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 the civil and criminal jurisdiction of the U.S. and Host Nation. "Host Nation" refers to the nation or nations where services under this contract are performed.

(l) **Lapses in Training or Authorization.** Failure to successfully retrain an employee who has been properly authorized to be 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 and authorization letter to the contractor and will remain unarmed until such time as they are retrained and newly approved by the arming authority. Additionally, the arming authority's authorization letter is valid for a maximum of twelve (12) months from the date of the prior letter (unless authorization is earlier invalidated by a lapse in training).

(m) **Authorized Weapon & Ammunition Types.** Unless DCDRUSCENTCOM (or a designee) expressly 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. Notwithstanding Host Nation laws or regulations that would allow use of heavier weapons by contract security/PSC, all DoD security service / PSC contractors must have weapons approved by DCDRUSCENTCOM (or a designee) before use. 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) U.S. government Ball ammunition is the standard approved ammunition.

(n) **Requirements for Individual Weapons Possession.** All employees of the contractor and its subcontractors at all tiers who are authorized to be 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) and subsequently authorized to carry;
 - (2) Carry weapons only when on duty or at a specific post (according to their authorization);
 - (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 when they will be armed. There are no circumstances under which a person will be authorized to consume any alcoholic beverage when armed for personal protection.
- (o) **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.*
- (p) **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 and/or otherwise trigger reporting requirements as serious incidents. 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.
- (q) **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.
- (r) **Contractor Vehicles.** Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble U.S./Coalition or host nation military and police force vehicles.
- (s) **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 (d).
- (End of Clause)

952.225-0002

952.225-0002 – ARMED PERSONNEL INCIDENT REPORTS (SEP 2010)

(a) All contractors and subcontractors in the United States Forces-Iraq (USF-I) or United States Forces-Afghanistan (USFOR-A) theater of operations shall comply with and shall ensure that their personnel supporting USF-I or USFOR-A forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective USF-I or USFOR-A Commanders relating to force protection and safety.

(b) **IRAQ:** Contractors shall provide an initial report of all weapons firing incidents or any other serious incidents they or their contractors are involved in to USF-I Contractor Operations Cell (CONOC) as soon as practical, but not later than 4 hours after the incident. The contractor and its subcontractors at all tiers shall submit a written report to CONOC, the Contracting Officer (KO) within 96 hours of the incident. Interim reports shall be submitted between the initial and final report, when necessary to the CONOC at usfic3conoc@iraq.centcom.mil DSN 318-435-2369, UK# 0044 203 286 9851 or 0044 203 239 5894 or Skype: USFICONOC

(c) **AFGHANISTAN:** Contractors shall immediately report all incidents and use of weapons through their Contracting Officers Representative (CORs) who will notify the Contracting Officer. Contracting Officers are responsible to notify the SCO-A Chief of Operations and the SAR @ USFOR-A (SAR SHIFT DIRECTOR, DSN: 318-237-1761) 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 PARC-A Chief of Operations in coordination with the SAR will issue guidance for further reporting requirements.

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. 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 contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/ SAR Watch.

(End of Clause)

952.225-0003

952.225-0003 – FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (JUL 2010)

(a) 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. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, AFCENT, 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 protective's 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 ≥ 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological 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 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Annex Q to USF-I OPORD 10-01, FRAGO 897 to CJTF-82 OPORD 07-03, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) 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.

(d) 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.

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2010.html> (change fiscal year as applicable).

(End of Clause)

952.225-0004

952.225-0004 – COMPLIANCE WITH LAWS AND REGULATIONS (JUL 2010)

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and 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 operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony 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 of Clause)

952.225-0005

952.225-0005 – MONTHLY CONTRACTOR CENSUS REPORTING (JUL 2010)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-00010.

(End of Clause)

952.225-0009**952.225-0009 – MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR THIRD COUNTRY NATIONALS OR LOCALLY HIRED EMPLOYEES OPERATING IN THE CENTCOM AREA OF OPERATIONS (AOR) (NOV 2010)**

(a) Contractors, and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may initially utilize a testing method of either a chest x-ray or TB skin test (TST), depending on the originating country of a contracted employee.

(i) Chest x-rays (CXR's), symptom survey, and Body Mass Index (BMI) shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.

(A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, BMI and symptom survey

(B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.

(ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractors medical provider or local economy provider, who will look for interval changes from prior CXR's and review any changes in the symptom survey.

(iii) SRN's do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.

(iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) physician and/or TB Consultant as soon as possible. TB reporting is required within 24 hours to the PM POC. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractor's expense, for treatment of active TB, after consultation with the Theater PM or TB Consultant. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.

(v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening and documentation is a requirement prior to receiving badges to work in the CENTCOM Area of Operations. A copy of the TB screening documentation shall be provided to the responsible Base Operations Center prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in food service positions and/or water and ice production facilities, shall have current Typhoid and Hepatitis "A" (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid

vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

(c) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR showing that their employees and their subcontractor employees at any tier have received the above vaccinations. The contractor shall maintain their employees' vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier maintain their respective employees' vaccination records for examination by the Contracting Officer.

(d) The contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The contractor also bears the responsibility of ensuring that adequate health management for TB (screening / diagnosis / treatment / isolation) is available at the contractor's chosen health care provider for their contracted and subcontracted personnel.

NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations, Federal Acquisition Regulation/Defense Federal Acquisition Regulation Supplement, and FRAGO's) as applicable regarding Medical Screening and Vaccination Requirements.

(End of Clause)

952.225-0011

952.225-0011 – GOVERNMENT FURNISHED CONTRACTOR SUPPORT (JUL 2010)

The following is a summary of the type of support the Government will provide the contractor, on an "as-available" basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence.

U.S. Citizens Accompanying the Force

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> APO/FPO/MPO/Postal Services | <input checked="" type="checkbox"/> DFACs | <input checked="" type="checkbox"/> Mil Issue Equip |
| <input checked="" type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input checked="" type="checkbox"/> MILAIR |
| <input checked="" type="checkbox"/> Billeting | <input checked="" type="checkbox"/> Fuel Authorized | <input checked="" type="checkbox"/> MWR |
| <input checked="" type="checkbox"/> CAAF | <input checked="" type="checkbox"/> Govt Furnished Meals | <input checked="" type="checkbox"/> Resuscitative Care |
| <input checked="" type="checkbox"/> Controlled Access Card (CAC)/ID Card | <input checked="" type="checkbox"/> Military Banking | <input checked="" type="checkbox"/> Transportation |
| <input checked="" type="checkbox"/> Commissary | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> All |
| <input type="checkbox"/> Dependents Authorized | <input checked="" type="checkbox"/> Military Exchange | <input type="checkbox"/> None |

Third-Country National (TCN) Employees

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> APO/FPO/MPO/Postal Services | <input checked="" type="checkbox"/> DFACs | <input checked="" type="checkbox"/> Mil Issue Equip |
| <input checked="" type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input checked="" type="checkbox"/> MILAIR |
| <input checked="" type="checkbox"/> Billeting | <input checked="" type="checkbox"/> Fuel Authorized | <input checked="" type="checkbox"/> MWR |
| <input checked="" type="checkbox"/> CAAF | <input checked="" type="checkbox"/> Govt Furnished Meals | <input checked="" type="checkbox"/> Resuscitative Care |
| <input checked="" type="checkbox"/> Controlled Access Card (CAC)/ID Card | <input checked="" type="checkbox"/> Military Banking | <input checked="" type="checkbox"/> Transportation |
| <input checked="" type="checkbox"/> Commissary | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> All |
| <input type="checkbox"/> Dependents Authorized | <input checked="" type="checkbox"/> Military Exchange | <input type="checkbox"/> None |

Local National (LN) Employees

- | | | |
|---|---|---|
| <input type="checkbox"/> APO/FPO/MPO/Postal Services | <input type="checkbox"/> DFACs | <input type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> MILAIR |
| <input type="checkbox"/> Billeting | <input type="checkbox"/> Fuel Authorized | <input type="checkbox"/> MWR |
| <input type="checkbox"/> CAAF | <input type="checkbox"/> Govt Furnished Meals | <input type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Controlled Access Card (CAC)/ID Card | <input type="checkbox"/> Military Banking | <input type="checkbox"/> Transportation |
| | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> All |

☐ Commissary
☐ Dependents Authorized

☐ Military Exchange

☐ None

(End of Clause)

952.225-0013

952.225-0013 – CONTRACTOR HEALTH AND SAFETY (JUL 2010)

(a) Contractors shall comply with all National Electrical Code (NEC 2008), Specifications as outlined, and MIL Standards and Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure (NEC Table 352.20). Specifically, the use of magnetic ballasts in lighting for new construction or replacement of existing magnetic ballasts during refurbishment, alterations or upgrades with new magnetic ballasts is prohibited. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards outlined in the 2008 National Electric Code (NEC).

(b) The contractor shall correct all deficiencies within a reasonable amount of time of contractor becoming aware of the deficiency either by notice from the government or a third party, or discovery by the contractor. Further guidance on mandatory compliance with NFPA 70: NEC 2008 can be found on the following link <http://www.nfpa.org>.

(End of Clause)

952.225-0016

952.225-0016 – CONTRACTOR DEMOBILIZATION (NOV 2010)

(a) Full demobilization of contractors and subcontractor(s) in Iraq is critical to Responsible Drawdown. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 30 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from Iraq. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from Iraq immediately following contract performance completion or termination.

(i) Exit from Iraq: The prime contractor shall follow the exit guidance issued by the United States (U.S.) Embassy Baghdad, including U.S. Embassy Mission Policy 27, and shall ensure subcontractor(s) at all tiers also follow the exit procedures. The prime contractor is responsible to remain cognizant of Iraqi laws regarding exit from Iraq. Currently, all foreigners traveling out of Iraqi airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Iraq, Letters of Authorization (LOAs), and/or Embassy Badges are no longer the accepted means of exiting Iraq. All U.S. citizens and foreign national contractors must obtain an Iraqi exit sticker before departing the country. The exit sticker may be obtained from selected police stations or Ministry of Interior (MOI) offices. It is the prime contractor's responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. Assistance for this procedure may be obtained by e-mailing baghdadregmgt@state.gov or phone 240-553-0581, ext 2782 or ext 2092.

(ii) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor

owned equipment out of Iraq as part of the prime contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of Iraq. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum.

- (iii) the name of each individual requiring a new LOA;
- (iv) the number of days for the LOA (no more than 30 calendar days); and
- (v) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

(vi) Badging: The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employee's badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.

The Contracting Officer may request additional information for an LOA extension. Any LOA extension granted beyond the contract completion date shall not exceed 30 days and the contractor is not entitled to additional compensation for this period. If approved by the contracting officer, this is a no cost extension of an employee's LOA due to demobilization and in no way is an extension of the contract performance period.

(vii) Contractor Controlled Facility Space: If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor's possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/ remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment

shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(viii) Government Furnished Equipment/Materials: The prime contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part 45, clauses 52.245-1, 52.245-2, and 52.245-5, if included in the contract. Prime contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, United States Forces-Iraq FRAGO's, policies, or procedures will be responsible and liable for damages to the government property. The prime contractor may apply for a "relief of responsibility" from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the equipment by the prime contractor, USG representative, and the Contracting Officer or their representative, within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.

(ix) Synchronized Predeployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the contract completion period and to release the personnel from the prime contractor's company in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the end of the contract completion date.

(x) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into Iraq for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. If the prime contractor fails to re-deploy an employee, or subcontractor employee at any tier, the USG shall notify the U.S. Embassy Baghdad, to take appropriate action. Failure by the prime contractor to re-deploy its personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future U.S. contracts anywhere in the world.

(b) CENTCOM Contracting Command (C³) and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of U.S. Government expenses, and/or any other legal remedy available to a contracting officer. The USG reserves the right to withhold payment from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

(End of Clause)

FAR 45.104 DEVIATION

Federal Acquisition Regulation 45.104 Responsibility and liability for Government property. [DEVIATION]

(a) Generally, contractors are not held liable for loss, damage, destruction, or theft of Government property under the following types of contracts:

- (1) Cost-reimbursement contracts.
- (2) Time-and-material contracts.
- (3) Labor-hour contracts
- (4) Fixed-price contracts awarded on the basis of submission of cost or pricing data.
- (5) Fixed-price contracts awarded on the basis of adequate competition.

(b) The contracting officer may revoke the Government's assumption of risk when the property administrator determines that the contractor's property management practices are inadequate and/or present an undue risk to the Government.

(c) A prime contractor that provides Government property to a subcontractor shall not be relieved of any responsibility to the Government that the prime contractor may have under the terms of the prime contract.