

**UNITED STATES TRANSPORTATION COMMAND  
(USTRANSCOM)**

**Contract: HTC711-10-D-R028  
30 September 2010**

**Rotary Wing Transport**

**Awarded to: Evergreen Helicopters, Inc.**

**Partial release under USTRANSCOM FOIA 11-14  
FOIA Exemption 5 U.S.C. 552(b)(4) Applies**

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1   91	
2. CONTRACT (Proc. Inst. Ident.) NO. HTC711-10-D-R028		3. EFFECTIVE DATE 30 Sep 2010		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62226-5357		CODE HTC711		6. ADMINISTERED BY (If other than Item 5)  <b>See Item 5</b>		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) EVERGREEN HELICOPTERS, INC. RATH, DAVID 3850 THREE MILE LN MC MINNVILLE OR 97128-9496				8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days			
				10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM  <b>Section G</b>	
CODE 4E581		FACILITY CODE					
11. SHIP TO/MARK FOR CODE W01B4L WZTP KANDAHAR REG CONTR CTR - W01B4L FAST, TIMOTHY CAPT WZTP KANDAHAR REG CONTR CTR OPERATION ENDURING FREEDOM KANDAHAR AIRPORT/KANDAHAR AF KANDAHAR		12. PAYMENT WILL BE MADE BY CODE HQ0302 DFAS-RO-FPT-HQ0302 325 BROOK ROAD ROME NY 13441-4527					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
<b>SEE SCHEDULE</b>							
15G. TOTAL AMOUNT OF CONTRACT							\$2,500.00
16. TABLE OF CONTENTS							
(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)		
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
X A	SOLICITATION/ CONTRACT FORM	1	X I	CONTRACT CLAUSES	73 - 90		
X B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 31	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>				
X C	DESCRIPTION/ SPECS/ WORK STATEMENT	32 - 47	X J	LIST OF ATTACHMENTS	91		
X D	PACKAGING AND MARKING		<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>				
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X F	DELIVERIES OR PERFORMANCE	50 - 63	L	INSTRS. CONDS. AND NOTICES TO OFFERORS			
X G	CONTRACT ADMINISTRATION DATA	54 - 55	M	EVALUATION FACTORS FOR AWARD			
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<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return _____ copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein)				18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number HTC711-10-R-0001-0006 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER PAMELA S. HALL / CONTRACTING OFFICER TEL: 618-220-7066 EMAIL: pamel.s.hall@ustrancom.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY <u>Pamela S. Hall</u> (Signature of Contracting Officer)		20C. DATE SIGNED 30-Sep-2010	

11-15

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Post Award Conference COST Base Period, 30 Sep 10 - 31 Oct 10.  FOB: Destination SIGNAL CODE: A	UNDEFINED	Each	UNDEFINED	\$2,500.00
				MAX COST	\$2,500.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 OPTION	Position - Medium Aircraft FFP Option Period 1, 1 Nov 10 - 31 Oct 11.  (AA) Cost to position (AB) Cost to position (AC) Cost to position (AD) Cost to position FOB: Destination SIGNAL CODE: A	(b)(4)	Lot	(b)(4)	\$8,000,000.00 EST
		(b)(4)		MAX NET AMT	\$8,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002 OPTION	Position - Heavy Aircraft FFP Option Period 1, 1 Nov 10 - 31 Oct 11.  (AA) Cost to position (AB) Cost to position (AC) Cost to position (AD) Cost to position (AE) Cost to position (AF) Cost to position (AG) Cost to position FOB: Destination SIGNAL CODE: A	(b)(4)	Lot	(b)(4)	\$42,000,000.00 EST

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MAX  
NET AMT

\$42,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003 OPTION	Dedicated Monthly Rate - Medium Aircraft FFP Option Period 1, 1 Nov 10 - 31 Oct 11.  FOB: Destination SIGNAL CODE: A	(b)(4)	Lot	(b)(4)	\$28,800,000.00 EST

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MAX  
NET AMT

\$28,800,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004 OPTION	Blade Hour Rate - Medium Aircraft FFP Option Period 1, 1 Nov 10 - 31 Oct 11.  FOB: Destination SIGNAL CODE: A	(b)(4)	Hours	(b)(4)	\$23,400,000.00 EST

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MAX  
NET AMT

\$23,400,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1005 OPTION	Dedicated Monthly Rate - Heavy Aircraft FFP Option Period 1, 1 Nov 10 - 31 Oct 11.  FOB: Destination SIGNAL CODE: A	(b)(4)	Lot	(b)(4)	\$52,920,000.00 EST

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MAX  
NET AMT

\$52,920,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1006 OPTION	Blade Hour Rate - Heavy Aircraft FFP Option Period 1, 1 Nov 10 - 31 Oct 11.  FOB: Destination SIGNAL CODE: A	(b)(4)	Hours	(b)(4)	\$50,400,000.00 EST

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MAX  
NET AMT

\$50,400,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1007 OPTION	Reimbursables - Recurring (Fuel) COST Option Period 1, 1 Nov 10 - 31 Oct 11.  FOB: Destination SIGNAL CODE: A	UNDEFINED	Fuel Usage	UNDEFINED	\$5,500,000.00

MAX COST

\$5,500,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1008 OPTION	Reimbursables - Non-Recurring COST Option Period 1, 1 Nov 10 - 31 Oct 11.	UNDEFINED	Each	UNDEFINED	\$5,500,000.00

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

MAX COST	\$5,500,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1009 OPTION	Deposition - Medium Aircraft FFP Option Period 1, 1 Nov 10 - 31 Oct 11.  (AA) Cost to deposition (AB) Cost to deposition (AC) Cost to deposition (AD) Cost to deposition FOB: Destination SIGNAL CODE: A	(b)(4)	Lot	(b)(4)	\$8,000,000.00 EST

MAX NET AMT	\$8,000,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1010 OPTION	Deposition - Heavy Aircraft FFP Option Period 1, 1 Nov 10 - 31 Oct 11.	(b)(4)	Lot	(b)(4)	\$41,300,000.00 EST
	(AA) Cost to deposition				
	(AB) Cost to deposition				
	(AC) Cost to deposition				
	(AD) Cost to deposition	(b)(4)			
	(AE) Cost to deposition				
	(AF) Cost to deposition				
	(AG) Cost to deposition				
	FOB: Destination				
	SIGNAL CODE: A				

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MAX  
NET AMT

\$41,300,000.00 (EST.)



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	Position - Medium Aircraft FFP Option Period 2, 1 Nov 11 - 31 Oct 12.	(b)(4)	Lot	(b)(4)	\$60,500,000.00 EST
	(AA) Cost to position				
	(AB) Cost to position				
	(AC) Cost to position				
	(AD) Cost to position				
	(AE) Cost to position				
	(AF) Cost to position	(b)(4)			
	(AG) Cost to position				
	(AH) Cost to position				
	(AJ) Cost to position				
	(AK) Cost to position				
	(AL) Cost to position				
	FOB: Destination				
	SIGNAL CODE: A				

MAX  
NET AMT

\$60,500,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002 OPTION	Position - Heavy Aircraft FFP Option Period 2, 1 Nov 11 - 31 Oct 12.  (AA) Cost to position (AB) Cost to position (AC) Cost to position (AD) Cost to position (AE) Cost to position (AF) Cost to position (AG) Cost to position FOB: Destination SIGNAL CODE: A	(b)(4)	Lot	(b)(4)	\$42,000,000.00 EST

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MAX NET AMT	\$42,000,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003 OPTION	Dedicated Monthly Rate - Medium Aircraft FFP Option Period 2, 1 Nov 11 - 31 Oct 12.  FOB: Destination SIGNAL CODE: A	(b)(4)	Lot	(b)(4)	\$83,160,000.00 EST

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MAX NET AMT	\$83,160,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004 OPTION	Blade Hour Rate - Medium Aircraft FFP Option Period 2, 1 Nov 11 - 31 Oct 12.	(b)(4)	Hours	(b)(4)	\$67,617,000.00 EST
FOB: Destination SIGNAL CODE: A					

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MAX NET AMT	\$67,617,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2005 OPTION	Dedicated Monthly Rate - Heavy Aircraft FFP Option Period 2, 1 Nov 11 - 31 Oct 12.	(b)(4)	Lot	(b)(4)	\$55,566,000.00 EST
FOB: Destination SIGNAL CODE: A					

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MAX NET AMT	\$55,566,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2006 OPTION	Blade Hour Rate - Heavy Aircraft FFP Option Period 2, 1 Nov 11 - 31 Oct 12.  FOB: Destination SIGNAL CODE: A	(b)(4)	Hours	(b)(4)	\$52,920,000.00 EST

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MAX  
NET AMT

\$52,920,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2007 OPTION	Reimbursables - Recurring (Fuel) COST Option Period 2, 1 Nov 11 - 31 Oct 12.  FOB: Destination SIGNAL CODE: A	UNDEFINED	Fuel Usage	UNDEFINED	\$9,000,000.00

MAX COST

\$9,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2008 OPTION	Reimbursables - Non-Recurring COST Option Period 2, 1 Nov 11 - 31 Oct 12.	UNDEFINED	Each	UNDEFINED	\$9,000,000.00

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

MAX COST	\$9,000,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2009 OPTION	Deposition - Medium Aircraft FFP Option Period 2, 1 Nov 11 - 31 Oct 12.	(b)(4)	Lot	(b)(4)	\$60,500,000.00 EST

(AA) Cost to deposition

(AB) Cost to deposition

(AC) Cost to deposition

(AD) Cost to deposition

(AE) Cost to deposition

(AF) Cost to deposition (b)(4)

(AG) Cost to deposition

(AH) Cost to deposition

(AJ) Cost to deposition

(AK) Cost to deposition

(AL) Cost to deposition

FOB: Destination

SIGNAL CODE: A

MAX NET AMT	\$60,500,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2010 OPTION	Deposition - Heavy Aircraft FFP Option Period 2, 1 Nov 11 - 31 Oct 12.	(b)(4)	Lot	(b)(4)	\$41,300,000.00 EST
	(AA) Cost to deposition (AB) Cost to deposition (AC) Cost to deposition (AD) Cost to deposition (AE) Cost to deposition (AF) Cost to deposition (AG) Cost to deposition FOB: Destination SIGNAL CODE: A	(b)(4)			

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MAX  
NET AMT

\$41,300,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001 OPTION	Position - Medium Aircraft FFP Option Period 3, 1 Nov 12 - 31 Oct 13.	(b)(4)	Lot	(b)(4)	\$60,500,000.00 EST
	(AA) Cost to position				
	(AB) Cost to position				
	(AC) Cost to position				
	(AD) Cost to position				
	(AE) Cost to position				
	(AF) Cost to position	(b)(4)			
	(AG) Cost to position				
	(AH) Cost to position				
	(AJ) Cost to position				
	(AK) Cost to position				
	(AL) Cost to position				
	FOB: Destination				
	SIGNAL CODE: A				

MAX  
NET AMT

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\$60,500,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002 OPTION	Position - Heavy Aircraft FFP Option Period 3, 1 Nov 12 - 31 Oct 13.  (AA) Cost to position (AB) Cost to position (AC) Cost to position (AD) Cost to position (AE) Cost to position (AF) Cost to position (AG) Cost to position FOB: Destination SIGNAL CODE: A	(b)(4)	Lot	(b)(4)	\$42,000,000.00 EST
				MAX NET AMT	\$42,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003 OPTION	Dedicated Monthly Rate - Medium Aircraft FFP Option Period 3, 1 Nov 12 - 31 Oct 13.  FOB: Destination SIGNAL CODE: A	(b)(4)	Lot	(b)(4)	\$87,318,000.00 EST
				MAX NET AMT	\$87,318,000.00 (EST.)



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3004 OPTION	Blade Hour Rate - Medium Aircraft FFP Option Period 3, 1 Nov 12 - 31 Oct 13.  FOB: Destination SIGNAL CODE: A	(b)(4)	Hours	(b)(4)	\$71,280,000.00 EST

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MAX  
NET AMT

\$71,280,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3005 OPTION	Dedicated Monthly Rate - Heavy Aircraft FFP Option Period 3, 1 Nov 12 - 31 Oct 13.  FOB: Destination SIGNAL CODE: A	(b)(4)	Lot	(b)(4)	\$58,344,300.00 EST

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MAX  
NET AMT

\$58,344,300.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3006 OPTION	Blade Hour Rate - Heavy Aircraft FFP Option Period 3, 1 Nov 12 - 31 Oct 13.  FOB: Destination SIGNAL CODE: A	(b)(4)	Hours	(b)(4)	\$55,566,000.00 EST

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MAX NET AMT	\$55,566,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3007 OPTION	Reimbursables - Recurring (Fuel) COST Option Period 3, 1 Nov 12 - 31 Oct 13.  FOB: Destination SIGNAL CODE: A	UNDEFINED	Fuel Usage	UNDEFINED	\$9,000,000.00

MAX COST	\$9,000,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3008 OPTION	Reimbursables - Non-Recurring COST Option Period 3, 1 Nov 12 - 31 Oct 13.	UNDEFINED	Each	UNDEFINED	\$9,000,000.00

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

MAX COST	\$9,000,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3009 OPTION	Deposition - Medium Aircraft FFP Option Period 3, 1 Nov 12 - 31 Oct 13.	(b)(4)	Lot	(b)(4)	\$60,500,000.00 EST

(AA) Cost to deposition

(AB) Cost to deposition

(AC) Cost to deposition

(AD) Cost to deposition

(AE) Cost to deposition

(AF) Cost to deposition (b)(4)

(AG) Cost to deposition

(AH) Cost to deposition

(AJ) Cost to deposition

(AK) Cost to deposition

(AL) Cost to deposition

FOB: Destination

SIGNAL CODE: A

MAX NET AMT	\$60,500,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3010 OPTION	Deposition - Heavy Aircraft FFP Option Period 3, 1 Nov 12 - 31 Oct 13.	(b)(4)	Lot	(b)(4)	\$41,300,000.00 EST
	(AA) Cost to deposition				
	(AB) Cost to deposition				
	(AC) Cost to deposition				
	(AD) Cost to deposition	(b)(4)			
	(AE) Cost to deposition				
	(AF) Cost to deposition				
	(AG) Cost to deposition				
	FOB: Destination				
	SIGNAL CODE: A				

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MAX  
NET AMT

\$41,300,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001 OPTION	Positioning - Medium Aircraft FFP Option Period 4, 1 Nov 13 - 31 Oct 14.	(b)(4)	Lot	(b)(4)	\$60,500,000.00 EST
	(AA) Cost to position				
	(AB) Cost to position				
	(AC) Cost to position				
	(AD) Cost to position				
	(AE) Cost to position				
	(AF) Cost to position	(b)(4)			
	(AG) Cost to position				
	(AH) Cost to position				
	(AJ) Cost to position				
	(AK) Cost to position				
	(AL) Cost to position				
	FOB: Destination				
	SIGNAL CODE: A				

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MAX  
NET AMT

\$60,500,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002 OPTION	Position - Heavy Aircraft FFP Option Period 4, 1 Nov 13 - 31 Oct 14.	(b)(4)	Lot	(b)(4)	\$42,000,000.00 EST

(AA) Cost to position

(AB) Cost to position

(AC) Cost to position

(AD) Cost to position

(b)(4)

(AE) Cost to position

(AF) Cost to position

(AG) Cost to position

FOB: Destination

SIGNAL CODE: A

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MAX  
NET AMT

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\$42,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003 OPTION	Dedicated Monthly Rate - Medium Aircraft FFP Option Period 4, 1 Nov 13 - 31 Oct 14.	(b)(4)	Lot	(b)(4)	\$91,740,000.00 EST

FOB: Destination

SIGNAL CODE: A

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MAX  
NET AMT

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\$91,740,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4004 OPTION	Blade Hour Rate - Medium Aircraft FFP Option Period 4, 1 Nov 13 - 31 Oct 14.  FOB: Destination SIGNAL CODE: A	(b)(4)	Hours	(b)(4)	\$75,240,000.00 EST

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MAX NET AMT	\$75,240,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4005 OPTION	Dedicated Monthly Rate - Heavy Aircraft FFP Option Period 4, 1 Nov 13 - 31 Oct 14.  FOB: Destination SIGNAL CODE: A	(b)(4)	Lot	(b)(4)	\$61,261,536.00 EST

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MAX NET AMT	\$61,261,536.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4006 OPTION	Blade Hour Rate - Heavy Aircraft FFP Option Period 4, 1 Nov 13 - 31 Oct 14.  FOB: Destination SIGNAL CODE: A	(b)(4)	Hours	(b)(4)	\$58,350,600.00 EST

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MAX  
NET AMT

\$58,350,600.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4007 OPTION	Reimbursables - Recurring (Fuel) COST Option Period 4, 1 Nov 13 - 31 Oct 14.  FOB: Destination SIGNAL CODE: A	UNDEFINED	Fuel Usage	UNDEFINED	\$9,000,000.00

MAX COST

\$9,000,000.00 (EST.)



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4008 OPTION	Reimbursables - Non-Recurring COST Option Period 4, 1 Nov 13 - 31 Oct 14.	UNDEFINED	Each	UNDEFINED	\$9,000,000.00

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

MAX COST	\$9,000,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4009 OPTION	Deposition - Medium Aircraft FFP Option Period 4, 1 Nov 13 - 31 Oct 14.	(b)(4)	Lot	(b)(4)	\$60,500,000.00 EST

(AA) Cost to deposition

(AB) Cost to deposition

(AC) Cost to deposition

(AD) Cost to deposition

(AE) Cost to deposition

(AF) Cost to deposition

(b)(4)

(AG) Cost to deposition

(AH) Cost to deposition

(AJ) Cost to deposition

(AK) Cost to deposition

(AL) Cost to deposition

FOB: Destination

SIGNAL CODE: A

MAX NET AMT	\$60,500,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4010 OPTION	Deposition - Heavy Aircraft FFP Option Period 4, 1 Nov 13 - 31 Oct 14.  (AA) Cost to deposition (AB) Cost to deposition (AC) Cost to deposition (AD) Cost to deposition (AE) Cost to deposition (AF) Cost to deposition (AG) Cost to deposition FOB: Destination SIGNAL CODE: A	(b)(4)	Lot	(b)(4)	\$41,300,000.00 EST

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MAX  
NET AMT

\$41,300,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5001 OPTION	Position - Medium Aircraft FFP Option Period 5, 1 Nov 14 - 31 Oct 15.  (AA) Cost to position (AB) Cost to position (AC) Cost to position (AD) Cost to position (AE) Cost to position (AF) Cost to position (AG) Cost to position (AH) Cost to position (AJ) Cost to position (AK) Cost to position (AL) Cost to position FOB: Destination SIGNAL CODE: A	(b)(4)	Lot	(b)(4)	\$60,500,000.00 EST

MAX  
NET AMT

\$60,500,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5002 OPTION	Position - Heavy Aircraft FFP Option Period 5, 1 Nov 14 - 31 Oct 15.	(b)(4)	Lot	(b)(4)	\$42,000,000.00 EST
	(AA) Cost to position				
	(AB) Cost to position				
	(AC) Cost to position				
	(AD) Cost to position	(b)(4)			
	(AE) Cost to position				
	(AF) Cost to position				
	(AG) Cost to position				
	FOB: Destination				
	SIGNAL CODE: A				

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MAX  
NET AMT

\$42,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5003 OPTION	Dedicated Monthly Rate - Medium Aircraft FFP Option Period 5, 1 Nov 14 - 31 Oct 15.	(b)(4)	Lot	(b)(4)	\$96,360,000.00 EST
	FOB: Destination				
	SIGNAL CODE: A				

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MAX  
NET AMT

\$96,360,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5004 OPTION	Blade Hour Rate - Medium Aircraft FFP Option Period 5, 1 Nov 14 - 31 Oct 15.  FOB: Destination SIGNAL CODE: A	(b)(4)	Hours	(b)(4)	\$79,200,000.00 EST

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MAX  
NET AMT

\$79,200,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5005 OPTION	Dedicated Monthly Rate - Heavy Aircraft FFP Option Period 5, 1 Nov 14 - 31 Oct 15.  FOB: Destination SIGNAL CODE: A	(b)(4)	Lot	(b)(4)	\$64,324,596.00 EST

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MAX  
NET AMT

\$64,324,596.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5006 OPTION	Blade Hour Rate - Heavy Aircraft FFP Option Period 5, 1 Nov 14 - 31 Oct 15.	(b)(4)	Hours	(b)(4)	\$61,273,800.00 EST
	FOB: Destination SIGNAL CODE: A				

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	MAX NET AMT	\$61,273,800.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5007 OPTION	Reimbursables - Recurring (Fuel) COST Option Period 5, 1 Nov 14 - 31 Oct 15.	UNDEFINED	Fuel Usage	UNDEFINED	\$9,000,000.00
	FOB: Destination SIGNAL CODE: A				

	MAX COST	\$9,000,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5008 OPTION	Reimbursables - Non-Recurring COST Option Period 5, 1 Nov 14 - 31 Oct 15.	UNDEFINED	Each	UNDEFINED	\$9,000,000.00

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

MAX COST	\$9,000,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5009 OPTION	Deposition - Medium Aircraft FFP Option Period 5, 1 Nov 14 - 31 Oct 15.	(b)(4)	Lot	(b)(4)	\$60,500,000.00 EST

(AA) Cost to depositor  
(AB) Cost to depositor  
(AC) Cost to depositor  
(AD) Cost to depositor  
(AE) Cost to deposition  
(AF) Cost to deposition  
(AG) Cost to depositor  
(AH) Cost to depositor  
(AJ) Cost to deposition  
(AK) Cost to depositor  
(AL) Cost to deposition  
FOB: Destination  
SIGNAL CODE: A

(b)(4)

MAX NET AMT	\$60,500,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5010 OPTION	Deposition - Heavy Aircraft FFP Option Period 5, 1 Nov 14 - 31 Oct 15.	(b)(4)	Lot	(b)(4)	\$41,300,000.00 EST
	(AA) Cost to deposition				
	(AB) Cost to deposition				
	(AC) Cost to deposition				
	(AD) Cost to deposition	(b)(4)			
	(AE) Cost to deposition				
	(AF) Cost to deposition				
	(AG) Cost to deposition				
	FOB: Destination				
	SIGNAL CODE: A				

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MAX  
NET AMT

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\$41,300,000.00 (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		\$4,700,000,000.00



Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

**PERFORMANCE WORK STATEMENT (PWS)**

**ROTARY WING TRANSPORT**

**7 June 10**

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**1. DESCRIPTION OF SERVICES.**

**1.1. Scope of Contract.** The contractor shall provide safe, operable helicopters to perform the services in accordance with this performance work statement (PWS). Services to be provided under this PWS include a

combination of approximately 50 medium, heavy and super-heavy lift rotary wing transport of Class I-X supplies, U.S. Mail and passengers. The Government anticipates establishing hub airfields at the locations listed below and additional as required that are not listed currently. The Government intends to position at least two aircraft per contractor at each location unless otherwise agreed to by the contractor. The International Civil Aeronautics Organization (ICAO) identifier for each location is listed below:

Jalalabad Airfield	OAJL
Kandahar Airfield	OAKN
Bagram Airfield	OAIX
Sharana Airfield	OASA
Mazar-I-Sharif	OAMS
Shindand	OASD
Salerno Airfield	OASL
FOB Shank	no ICAO designator
FOB Tarin Kwot	OATN
FOB Wolverine	no ICAO designator
Herat	OAHR

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

1.1.1. Missions will be scheduled at least twenty-four (24) hours in advance, unless otherwise agreed to by the contractor and Contracting Officer Representative (COR). Weather and aircraft maintenance will be considered when scheduling missions. Each aircraft will be expected to fly no more than ten (10) hours of flight time per day. If tasked by DoD, contractor is authorized to remain overnight (RON) at other locations. DoD is responsible for providing support when RONing elsewhere.

1.1.2. The contractor shall coordinate all airlift movements with the 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>.

1.1.2.1. Mission Planning. The contractor will be notified at least 24 hours prior to a mission. A schedule of missions for the week may be given to the contractor in some locations if feasible. At least 12 hours prior to departure, a flight plan, to include call sign, radio frequency, flight route and time, must be filed with the designated US Military personnel. The US Government may suggest routes based on enemy threat, but contractor is solely responsible for eventual route taken. Helicopters shall be equipped with UHF, VHF, and FM two-way radios (frequency range 30-400 MHz) to allow for communication with US Military ground units. Aircraft offered under this contract will operate to and from places, at times and dates, carrying passengers and cargo, as specified in the contract, the Contracting Officer, the COR, or the identified missioning authority pursuant to the terms of the contract. For additional details regarding airfield elevations and route planning guidance check the following website: <http://motca.gov.af/index.htm>. When planning missions, the contractor will consider the following elevations and distances:

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

Distances in minutes based on 110 KTGs:  
 Jalalabad to furthest point - 132 minutes  
 Kandahar to furthest point - 130 minutes

Bagram to furthest point - 119 minutes  
Sharana to furthest point - 163 minutes  
Salerno to furthest point - 99 minutes

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

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

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

1.1.2.5. CONOPS Brief and Flight Time: Contractor shall have a representative available 24/7 to receive CONOPS brief and final mission scheduling. Flights will only be conducted during daylight hours. The aircraft shall be used exclusively for USFOR-A or their designated representative unless approved by the Contracting Officer or COR.

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

1.1.4. Pilferage and Loss (cargo and baggage). The contractor shall maintain control of Government cargo and baggage while conducting air operations. The contractor is liable to the Government for the cost of any cargo and/or baggage damaged or lost while in possession of the carrier. The terms "damaged or loss" refers to any circumstance where the US Government delivers cargo and/or baggage to the contractor for transport and the cargo and/or baggage is not ultimately returned to US Government control in the same condition it was delivered. If loss or damage of cargo and/or baggage does occur, the contractor is liable for the actual replacement value of the cargo and/or baggage, but not to exceed for baggage \$630 per passenger and not to exceed for cargo \$21 per pound per package. Package is defined as "goods carried in or on a container, pallet or similar article of transport used to consolidate goods, in or on an aircraft. Individual boxes in a container or on a pallet are considered one package for purposes of this definition" The contractor may not be liable if the contractor proves that the destruction, loss of, or damage to, the cargo was due to inherent defect, quality or vice of that cargo, defective packing of that cargo performed by a person other than the contractor or the contractors servants or agents, or a hostile act as defined in this PWS.

1.1.5 Passenger Injury or Death. The contractor is liable for injury or death to passengers while passengers are being transported by the contractor and shall maintain insurance coverage as required in Section H of this contract to cover this liability.

1.1.6. Weather. If the contractor fails to complete a route due to poor weather, he will be compensated for all complete leg(s) flown, and for the leg(s) being flown when the mission was aborted. The contractor should return to the point of origin (hub) or nearest safe location, until the weather improves. Missions not completed due to poor weather will be rescheduled at the satisfaction of the Government. For the contractor to refuse to fly a transport mission due to marginal weather conditions, the weather must be such that the ceiling is below 700 feet and visibility less than two nautical miles. Ceiling restrictions are subject to change as dictated by threat analysis. The contractor is required to follow the weather requirements per the Afghanistan Aviation Procedures Guide (APG), under the Low Risk spectrum. Aircraft are to operate in accordance with Federal Aviation Regulations (FAR) which take precedence over the APG, unless the APG is more restrictive, in which case it will apply when classifying weather criteria. The contractor shall be prepared to fly in the following Fahrenheit temperatures:

BAGRAM	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANN
EXTREME MAX	59	66	81	88	97	100	104	104	95	90	75	64	104
MEAN DAILY MAX	47	53	66	75	82	93	96	95	87	77	61	52	74
MEAN	38	42	54	62	68	79	83	82	72	61	48	40	61
MEAN DAILY MIN	29	32	41	49	54	65	69	68	57	45	34	27	48
EXTREME MIN	18	21	21	36	39	52	57	57	45	32	23	14	14

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

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

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

SALERNO	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANN
EXTREME MAX	72	73	87	99	104	108	107	100	101	92	84	72	108
MEAN DAILY MAX	56	59	67	75	85	96	93	91	87	79	68	59	76
MEAN	41	46	54	62	72	83	82	80	74	64	51	42	63
MEAN DAILY MIN	30	35	44	50	58	68	71	71	62	52	38	31	51

EXTREME MIN	17	13	26	37	42	55	61	59	45	38	22	22	13
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**1.2. Rotary Wing Requirements.** The following minimum criteria shall be met by all helicopters offered for service under this agreement.

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

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

1.2.3. Safety. Each helicopter shall meet, at a minimum, United States aviation safety requirements as established by the Federal Aviation Administration (FAA), Federal Aviation Regulation (FAR) 133 and 135 or equivalent Civil Aviation Authority (CAA) regulation and applicable DoD and Department of the Army (DA) rules and regulations. It is the Contractor's responsibility to ensure additional survival equipment appropriate for the environment and mission meets or exceeds FAR Part 133 and 135 or equivalent CAA regulation. Contractor shall operate under Visual Flight Rules (VFR) and follow the guidelines referenced in Para 1.1.5.

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

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

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

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

1.2.8.1. Payload Range for Medium-Lift Aircraft: Aircraft shall be capable of moving a combination of at least 8 passengers and baggage (planning weight of 300 lbs for 1 pax and baggage) and cargo for a minimum internal load of 3,000 pounds at Mean Sea Level (MSL). Carrier must also be able to move cargo only with a minimum payload of

3,000 pounds at MSL. At 7,000 ft Pressure Altitude (PA), 20 degrees Celsius, the minimum payload requirement is 2,000 lbs.

1.2.8.2. Payload Range for Heavy-Lift Aircraft: Aircraft shall be capable of moving a combination of at least 12 passengers and baggage (planning weight of 300 lbs for 1 pax and baggage) and cargo for a minimum internal load of 5,000 pounds at Mean Sea Level (MSL). Carrier must also be able to move cargo only with a minimum payload of 5,000 pounds at MSL. At 7,000 ft PA, 20 degrees Celsius, the minimum payload requirement is 3,000 lbs.

1.2.8.3. Payload Range for Super Heavy-Lift Aircraft: Aircraft shall be capable of moving a combination of at least 12 passengers and baggage (planning weight of 300 lbs for 1 pax and baggage) and cargo for a minimum internal load of 8,000 pounds at Mean Sea Level (MSL). Carrier must also be able to move cargo only with a minimum payload of 8,000 pounds at MSL. The aircraft shall be able to accept a 48"x48"x48"H pallet into a rear loading cargo door to facilitate loading in austere, mountainous landing areas. At 7,000 ft PA, 20 degrees Celsius, the minimum payload requirement is 5,000 lbs.

1.2.8.4. Variations in payload on a mission by mission basis may be required due to changes in altitude and weather.

1.2.9. Estimated flying hours is 150 hours per aircraft per month (1800 hours per year).

1.2.10. Defensive Armor. All rotary-wing aircraft shall be equipped with a Ballistic Protection System (BPS) certified to provide protection per the National Institute of Justice (NIJ) Standard 0108.01 (NIJ Level 3A). Protection at a minimum shall cover the floor of the aircraft (both the cabin and cockpit areas). The BPS shall extend a minimum of 2 feet past the last row of passenger seats or to the rear bulk head/rear wall if this is less than 2 feet away from the last row of seats.

### **1.3 Personnel Requirements.**

1.3.1. All aircrew and site managers performing under this contract are required to possess a Secret security clearance in order to receive threat briefings. The threat briefings are necessary to ensure safe mission planning and mission execution for passenger operations. The Contracting Officer may allow super-heavy contract awardees to conduct cargo-only operations to continue on a case-by-case basis pending approval of the final secret clearance. Access to classified information will not be granted without a secret clearance. All personnel are required to speak English in a fluent and coherent manner. The contractor and its employees will be bound to adhere to General Order 1, and any supplements or any successor order.

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

### **1.4 Support Operations.**

1.4.1. Maintenance. The contractor shall perform both scheduled and unscheduled maintenance. Maintenance may occur on US Military installations with prior coordination and the express permission of the Government. The contractor will provide all parts, labor, and expertise necessary to complete required maintenance tasks. Maintenance down-time will be coordinated between the contractor and the customer or COR. The contractor shall provide a timetable for scheduled maintenance and an estimated completion time for unscheduled maintenance.

1.4.2. 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 Non Mission Capable (NMC) after the 6<sup>th</sup> day, payment will be prorated from the monthly fee. 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 shall be FMC (Fully Mission Capable) for a minimum of 20 days in order to get credit for the 6 paid maintenance days. If an aircraft becomes FMC after 12/noon, no payment for monthly service will be paid for that aircraft for that day unless the Government is able to mission the aircraft before all flying/missions are completed for the day. If any aircraft is not available for

an entire month, no monthly service fee for that aircraft will be paid. 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 FAA or comparable regulations. It is the contractor's responsibility to report when an aircraft becomes NMC or FMC. If the contractor's 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 there are extenuating circumstances, the NMC days can be waived on a case-by-case basis by the Contracting Officer.

1.4.3. Cargo Hook. All aircraft will be equipped with an operational cargo hook. The contractor will maintain an 80% cargo hook readiness rate per location per month. In the event a cargo hook becomes inoperable, the aircraft will be listed as Partially Mission Capable (PMC) on the daily SITREP report and detail cargo hook inoperability as the reason. Each day the cargo hook readiness rate per location is below 80%, the daily basing fee for each aircraft with an inoperable hook will be reduced by 20%. If a cargo hook becomes FMC after 12/noon, 20% of the basing fee for that aircraft for that day will be deducted unless the Government is able to utilize the cargo hook on that aircraft before all flying/missions are completed for the day.

1.4.4. Route Support. The Government will provide logistical support within Afghanistan to contractors needing to move cargo and/or equipment in direct support of this contract. Any intra-theater movement of cargo and/or equipment that is required to move at the Government's expense, are required to be requested a minimum of ten days prior to the Required Delivery Date (RDD) for Air Shipment and at least 30 days for ground/surface shipment. This request should be made through the COR and/or Alternate COR. The cargo/equipment must be available and prepared for shipment IAW guidance provided by the origin Movement Control Team (MCT).

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

1.4.6. Replacement Helicopter. If a helicopter is considered to be a catastrophic loss then a replacement helicopter is required to be repositioned and have an operational date within 30 days. The 30 day count begins as soon as the original helicopter is identified as a catastrophic loss.

1.4.7. Non-Mission Capable (NMC) Repair Plan. In the event an aircraft becomes NMC, the contractor is required to submit a repair plan (timeline) outlining the extent of the repairs and when the aircraft will become FMC. This plan should be submitted to the Contracting Office and the COR within 48 hours after the aircraft becomes NMC. Extensions to the 48 hours can be granted on a case by case basis. Deviations from the submitted plan should be closely coordinated with the Contracting Office and the COR. If the repair plan is approved, and the time for repairs is exceeded, due to contractor controllable reasons, then the contractor does not get paid for the time that exceeds the repair plan agreement.

1.4.8 Contractors must be aware that if their helicopter blocks the landing area of a US base, (i.e. hard broke) the helicopter may, if mission considerations dictate, be forcibly moved by US personnel. During movement, it is possible the helicopter may be damaged or destroyed. In these circumstances, the US Government will not be financially liable for the loss or damage to the helicopter.

#### **1.5. Passenger Service.**

1.5.1. The actual number of passengers will be determined by cargo, distance, altitude, and temperature at the desired location.

1.5.2. The contractor will be provided a passenger manifest prior to boarding. The contractor shall not permit any personnel to board the aircraft who is not manifested. A copy of the passenger manifest will be left with the appropriate ground personnel at the departure airfield. The contractor will maintain passenger manifest until mission is complete. For informational purposes, eligible passengers could include military forces whose country has signed

an Acquisition Cross-Servicing Agreement (ACSA) with the U.S. Department of Defense (DoD), including, but not limited to, the Afghanistan National Army and Coalition Forces, Afghanistan National Army Police (ANAP) and all subordinate elements, and Afghanistan Border Police (ABP) personnel, including U.S. Armed Forces personnel, including U.S. Armed Forces personnel suffering from medical emergencies in which life, limb or eyesight may be lost, U.S. military media and U.S./non-U.S. civilian media in support of U.S. DoD operational needs and personnel needing evacuation due to manmade or natural disasters. Local, provincial and national Government representatives are not authorized to utilize rotary wing services provided under this contract for personal transportation.

1.5.3. The contractor is ultimately responsible to determine passenger weight and cargo 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 Federal Aviation Regulations.

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. 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 1.4.2

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

#### 1.6. Cargo Service.

1.6.1. The contractor will deliver cargo from origin to destination. Cargo may consist of CLASS I (Food and Water), CLASS II (General Supplies), CLASS III (Fuel), CLASS IV (Construction Materials), CLASS V (Ammunition—all caliber) CLASS VI (AAFES supplies), CLASS VII (Major End Items), CLASS VIII (Medical Supplies), CLASS IX (Repair Parts), or CLASS X (non-military goods such as humanitarian assistance items). The cargo will be configured for loading inside the cabin of the aircraft or prepared for slingload delivery. The contractor shall be prepared to accept cargo in either configuration; internal or slingload. Mail will not be moved by slingload. The contractor will ensure that the aircraft and the pilots are capable of performing sling load operations when tasked to do so by the missioning authority. 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 shall be properly documented and certified as per applicable military transport standards.

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

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

## 2. SERVICE DELIVERY SUMMARY

Performance Objective	PWS Paragraph	Performance Threshold
Operational Readiness	1.4.2	Aircraft are available 80% of the month
Cargo Hook Readiness	1.4.3	Aircraft cargo hooks are operable 80% of the month per location
Take appropriate actions to de-conflict airspace	1.1.2.3.	100% of Missions



Contractor shall not allow unmanifested personnel or unauthorized cargo on board.	1.5.2. and 1.6.1.	100% of Missions
Maintain accurate records.	1.2.5. and 4.12.1.	100% of Records Inspected

### 3. GOVERNMENT FURNISHED PROPERTY AND SERVICES

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 the helicopters. The contractor can expect JP-8 fuel to be provided. The Government will not make accommodations for unique fuel requirements (i.e. TS-1) and will not supply filtration or other systems to support contract rotary wing operations. Fuel will only be provided at the origin of the mission or other Government-designated bases, if available. Fuel may be dispensed at the destination FOBs or Combat Outposts with prior coordination **or in other than hub areas**. Fuel consumed as a result of the contractor's determining to replace or swap out helicopters shall not be reimbursed 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 will be provided 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 shall be prepared to perform all loading and unloading in the absence of Government support, with the exception of external loads for which the Government will furnish personnel and slings and nets to sling load under helicopter.

### **3.9. Maintenance Resources**

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

3.9.2. Contractor shall provide their own nitrogen containers/tanks. Nitrogen will be provided by the Government, but may not be available at all hubs (ie: bottles may need to be transported to another hub for filling).

3.9.3. Contractor shall provide its own ground auxiliary power unit.

3.9.4. The COR will coordinate a Memorandum of Understanding between contractor and the local Aviation Task Force as 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 flight line)
- (4) Fresh water washing facilities at all operating hubs

3.9.5. The Government will provide hangar space. Request must be submitted 10 days in advance for scheduled maintenance. Unscheduled maintenance will be coordinated upon occurrence.

### **3.10. Secure Communications.**

3.10.1. Contractor will be provided access to secure communications pending verification of appropriate security clearances by the DoD. Secure communications shall include SIPR net access, SVOIP communications and secure radio equipment as available. This equipment will undergo 100% inventory every 30 days and results shall be submitted to the COR for inspection.

### **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. Points of Contact.**

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 rotary wing transport. Names, business address, phone numbers, and hours of operation are the minimum information requirements. Contractor shall provide a 24-hour contact number and e-mail address.

4.1.2. The government will assign a Contracting Officer Representative (COR) and Alternate Contracting Officer Representative (ACOR) officers 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. The contractor is responsible for providing resource protection to ensure the helicopter and cargo are secure when aircraft are parked outside of US Military installations. It is the contractor's responsibility to obtain prior approval from the combatant commander to arm its personnel in accordance with JCC-I/A Clause 952.225-0001, Arming Requirements and Procedures for Personal Security Services Contractors and for Requests for Personal Protection.

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 shall 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 Federal Acquisition Regulation (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. The Government will require contractor personnel to sign a non-disclosure statement to protect non-public information of other contractors and/or the Government. The contractor shall have its employees assigned to this contract execute a non-disclosure agreement which will be kept with the company security office, for delivery to the Government upon request. 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 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 personnel.

4.2.11. Restricted Area Access. Where regular and frequent entry into restricted areas at a military installation is required by contractor personnel for ground handling of aircraft, the contractor personnel shall meet the requirements established by AFI 31-401. 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 shall 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 shall 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, paragraph 2-100 and instructions received from the cognizant Defense Industrial Security Officer (DISO), Defense Security Service (DSS). All required clearance actions shall be forwarded to the cognizant DISO. 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 shall 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. Training will be provided at the applicable base installation at the time of contract performance. Information such as flight schedules, hotels where crews are staying, return trips, and other facts about the international mission shall be kept close hold and only communicated to persons who have a need to know this information. Flight crews should be aware of persons who are seeking information about the contractor, flights, etc. They should seek to maintain a low profile while operating DoD missions. If the contractor has questions about OPSEC they can be addressed either to the Contracting Officer Representative or the Air Mobility Division, Al-Udeid, Qatar. No imagery or verbal relays of U.S. forces or their positions is permitted.

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

4.2.16. 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.

#### **4.3. Force Protection**

4.3.1. The contractor shall follow CENTCOM force protection policies and directives. If compliance would alter the terms and conditions of this contract, the contractor shall contact the Contracting Officer or the COR. Any deviations will be handled on a case-by-case basis.

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

#### **4.3.3. 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](mailto:Patrick.Collins@ustranscom.mil) or [Steven.Strait@ustranscom.mil](mailto: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 Federal Aviation Regulation 133 and 135 and 32 CFR 861 or applicable CAA equivalent. Operators are responsible for amending or supplementing their quality programs to assure management oversight in austere locations.

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

#### **4.5. Passports and Common Access Cards (CAC)**

4.5.1. Passports: All company personnel supporting Government overseas missions shall have a current and valid passport.

4.5.2. Common Access Cards (CAC): In order for any contractor personnel to be issued a CAC, he or she shall 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. Out-processing of Contractors with CACs. As soon as the contractor company is informed of a contractor personnel who will no longer be working on the contract, they shall relay this information to the contracting office. Contractor personnel no longer working on this contract are required to return their CACs to the contracting office.

#### **4.6. Communications.**

4.6.1. When operating missions, the contractor's operations center shall maintain secure voice communications with the JSC-A.

#### **4.7. Aircrew Duty Day Requirements.**

4.7.1. Crew duty day requirements are governed by Federal Aviation Regulation Part 133 and 135 or applicable CAA regulation.

#### **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 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) shall be placed on all cargo transported in the class B cargo compartment of combination aircraft. This Airworthiness Directive also stipulates for Alternate Compliance exempt certain items from the requirement to be covered by FCCs.

#### **4.10. Safety Barriers.**

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.**

4.11.1. According to Section 2640, Chapter 157, 10 US Code, the following determinations shall apply with regard to the authority to leave unsafe aircraft:

4.11.2 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 Contracting Officer. In cases where such deficiencies exist, only the FAA/CAA representative and the contractor have the authority to ground the commercial aircraft in question.

4.12. **Required Reports.** All reports shall be provided to USTRANSCOM/TCAQ by the following business day unless otherwise specified.

4.12.1. Daily Log. The contractor will maintain a daily record of all scheduled and completed missions. The log shall be maintained by the contractor's aircrew for each mission and shall detail the number of passengers moved and/or the internal and external cargo load information for each destination. This log will include entries that will code reasons missions were not performed as scheduled to include (weather, maintenance, threat, safety, etc) and who authorized the mission cancellation. 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.

4.12.2. Notice of Accidents -- DoD Missions: When a contractor's aircraft is involved in an accident or incident in support of a DoD mission, as defined in 49 CFR, Part 830, the contractor shall transmit the following information by the most expeditious means available, to the Aviation Brigade or Aviation Brigade Element. On the next business day, notification shall also be made to the ACO, via facsimile letter to (618) 256-6419, or by e-mail.

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

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

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

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

4.12.6. Spotlighting and Hostile Event Reports: Timely threat reporting is essential to safe aircraft operations. In the event a contractor operating a mission is illuminated or "spotlighted", or is fired upon in the air or on the ground, the crew shall note the date, time, and approximate area from which the event originated. 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.

4.12.7. Daily Administrative Reporting. The contractor will provide the following reports to the COR, ACOR and Contracting Office: Aircraft Daily Status, Maintenance Flow Chart, Aircraft on Ground (AOG) Tracker, 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.

4.13 Post Award Conference. A Post Award Conference will be held after contract award and prior to commencement of any work on this contract. The contractor's authorized representative shall attend the Post Award Conference. Exact date, time, and location will be provided in writing by the Contracting Officer at least 7 days prior to the conference.

## DEFINITIONS

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

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

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

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

**FOB** – Forward Operating Base.

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

**Hostile Act** – An act of war and/or an attack or other use of force against the US, US Forces or other designated persons or property.

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

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

**Non-Mission Capable (NMC)/Disabled Helicopter** – A damaged, worn out, or malfunctioning helicopter that cannot accomplish the mission (internal cargo, sling loads)

**Operational Date** (reference aircraft status) – Aircraft, crews, and support personnel and supplies are in Afghanistan and aircraft are available to receive and perform missions for/from the US Government.

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

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

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

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



## Section E - Inspection and Acceptance

## CLAUSES INCORPORATED BY REFERENCE

52.246-4

Inspection Of Services--Fixed Price

AUG 1996

## 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
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
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
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
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
5001	Destination	Government	Destination	Government
5002	Destination	Government	Destination	Government
5003	Destination	Government	Destination	Government
5004	Destination	Government	Destination	Government
5005	Destination	Government	Destination	Government
5006	Destination	Government	Destination	Government
5007	Destination	Government	Destination	Government
5008	Destination	Government	Destination	Government
5009	Destination	Government	Destination	Government
5010	Destination	Government	Destination	Government

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 30-SEP-2010 TO 31-OCT-2010	N/A	W27P KANDAHAR REG CONTR CTR - W91B4L FAST, TIMOTHY CAPT W27P KANDAHAR REG CONTR CTR OPERATION ENDURING FREEDOM KANDAHAR AIRPORT/KANDAHAR AF KANDAHAR DSN 312-421-6127 FOB: Destination	W91B4L
1001	POP 01-NOV-2010 TO 31-OCT-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
1002	POP 01-NOV-2010 TO 31-OCT-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
1003	POP 01-NOV-2010 TO 31-OCT-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
1004	POP 01-NOV-2010 TO 31-OCT-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
1005	POP 01-NOV-2010 TO 31-OCT-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
1006	POP 01-NOV-2010 TO 31-OCT-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
1007	POP 01-NOV-2010 TO 31-OCT-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
1008	POP 01-NOV-2010 TO 31-OCT-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
1009	POP 01-NOV-2010 TO 31-OCT-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
1010	POP 01-NOV-2010 TO 31-OCT-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
2001	POP 01-NOV-2011 TO 31-OCT-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L

2002	POP 01-NOV-2011 TO 31-OCT-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
2003	POP 01-NOV-2011 TO 31-OCT-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
2004	POP 01-NOV-2011 TO 31-OCT-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
2005	POP 01-NOV-2011 TO 31-OCT-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
2006	POP 01-NOV-2011 TO 31-OCT-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
2007	POP 01-NOV-2011 TO 31-OCT-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
2008	POP 01-NOV-2011 TO 31-OCT-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
2009	POP 01-NOV-2011 TO 31-OCT-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
2010	POP 01-NOV-2011 TO 31-OCT-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
3001	POP 01-NOV-2012 TO 31-OCT-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
3002	POP 01-NOV-2012 TO 31-OCT-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
3003	POP 01-NOV-2012 TO 31-OCT-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
3004	POP 01-NOV-2012 TO 31-OCT-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
3005	POP 01-NOV-2012 TO 31-OCT-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
3006	POP 01-NOV-2012 TO 31-OCT-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
3007	POP 01-NOV-2012 TO 31-OCT-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
3008	POP 01-NOV-2012 TO 31-OCT-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
3009	POP 01-NOV-2012 TO 31-OCT-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L

3010	POP 01-NOV-2012 TO 31-OCT-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
4001	POP 01-NOV-2013 TO 31-OCT-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
4002	POP 01-NOV-2013 TO 31-OCT-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
4003	POP 01-NOV-2013 TO 31-OCT-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
4004	POP 01-NOV-2013 TO 31-OCT-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
4005	POP 01-NOV-2013 TO 31-OCT-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
4006	POP 01-NOV-2013 TO 31-OCT-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
4007	POP 01-NOV-2013 TO 31-OCT-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
4008	POP 01-NOV-2013 TO 31-OCT-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
4009	POP 01-NOV-2013 TO 31-OCT-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
4010	POP 01-NOV-2013 TO 31-OCT-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
5001	POP 01-NOV-2014 TO 31-OCT-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
5002	POP 01-NOV-2014 TO 31-OCT-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
5003	POP 01-NOV-2014 TO 31-OCT-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
5004	POP 01-NOV-2014 TO 31-OCT-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
5005	POP 01-NOV-2014 TO 31-OCT-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
5006	POP 01-NOV-2014 TO 31-OCT-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
5007	POP 01-NOV-2014 TO 31-OCT-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L

5008	POP 01-NOV-2014 TO 31-OCT-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
5009	POP 01-NOV-2014 TO 31-OCT-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L
5010	POP 01-NOV-2014 TO 31-OCT-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91B4L

CLAUSES INCORPORATED BY REFERENCE

52.242-15            Stop-Work Order

AUG 1989

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE

252.232-7003      Electronic Submission of Payment Requests and Receiving      MAR 2008  
Reports

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

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

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

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

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

1. CONTRACT NUMBER:	<b>HTC711</b>	
2. CAGE CODE:		
3. PAY OFFICE DODAAC:	<b>HQ0302</b>	
4. TYPE OF DOCUMENT:	<b>COMBO</b>	
5.INSPECTION/ACCEPTANCE:	<b>DESTINATION</b>	
6. ISSUE DATE:	<b>30 Sep 10</b>	
7. ISSUE BY DODAAC:	<b>HTC711</b>	
8. ADMIN DODAAC:	<b>HTC711</b>	
9. INSPECT BY DODAAC:	<b>HTC711</b>	PLUS SIX EXT: <input type="text"/>
10. SERVICE ACCEPTOR / SHIP	<b>HTC711</b>	PLUS SIX EXT: <input type="text"/>

TO:



## Section H - Special Contract Requirements

952.222-0001 (AUG 2009)**952.222-0001 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (AUG 2009)**

(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)

952.223-0001 (MAR 2009)**952.223-0001 – REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS  
JCC-I/A CLAUSE 952.223-0001**

**REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (MAR 2009)**

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

952.225-0001 (FEB 2010)

**JCC-I/A CLAUSE 952.225-0001**

**ARMING REQUIREMENTS AND PROCEDURES FOR  
 PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR  
 PERSONAL PROTECTION**

**(FEB 2010)**

(a) **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-O0010, 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, *USCENTCOM 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 USCENTCOM 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 USCENTCOM Civilian and Contractor Arming Policy and Delegation of Authority in Iraq and Afghanistan*, dated 09 Jun 2009

(b) **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.

(c) **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;

(d) 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.

(e) 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.

(f) **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.

(g) **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.

(h) **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).

(i) **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.

**(j) 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 USCENCOM 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.

**(k) 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.

**(l) 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.

**(m) 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.

(n) **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.

(o) **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)

952.225-0002 (JAN 2010)

JCC-I/A CLAUSE 952.225-0002

**ARMED PERSONNEL INCIDENT REPORTS**

**(JAN 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 all incidents and use of weapons firing incidents to the USF-I Contractor Operations Cell (CONOC) as soon as practical, based upon the situation, and submit a written report to CONOC within 4 hours. The initial report shall include the name of the company, location of the incident, time when the incident occurred, a brief description of the events leading up to the incident, and a company point of contact. A follow-up, comprehensive written report shall be provided to the CONOC within 96 hours of the incident. Reports shall be submitted to CONOC at: [mncic3conoc@iraq.centcom.mil](mailto:mncic3conoc@iraq.centcom.mil), DSN 318-435-2369; Iraqna 0044 203 286 9851 or 0044 203 239 5894; or Skype: MNCICONOC.

(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 PARC-A Chief of Operations and the JOC @ USFOR-A (JOC 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 JOC 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/JOC Watch.

(End)

952.225-0003 (JUL 2010)

**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  $\geq$  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)

952.225-0004 (JAN 2010)

**JCC-I/A CLAUSE 952.225-0004**

**COMPLIANCE WITH LAWS AND REGULATIONS**

**JAN 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)

952.225-0005 (MAR 2009)

**952.225-0005 – MONTHLY CONTRACTOR CENSUS REPORTING**

**JCC-I/A CLAUSE 952.225-0005**

**MONTHLY CONTRACTOR CENSUS REPORTING (MAR 2009)**

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-O0010.

(END)

952.225-0011 (APR 2010)

**JCC-I/A CLAUSE 952.225-0011  
GOVERNMENT FURNISHED CONTRACTOR SUPPORT  
(APR 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 checked="" 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"/> Commissary                           | <input type="checkbox"/> Military Clothing    | <input type="checkbox"/> All                |
| <input type="checkbox"/> Dependents Authorized                | <input type="checkbox"/> Military Exchange    | <input type="checkbox"/> None               |

(End)

952.225-0013 (FEB 2010)**JCC-I/A CLAUSE 952.225-0013****CONTRACTOR HEALTH AND SAFETY****(FEB 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)

**SPECIAL CONTRACT REQUIREMENTS****H-1. Payment Information.**

**H-1 a. CLIN 0001 Post Award Conference Attendance.** The Government will reimburse the contractor for food, travel, & lodging expenses incurred as a result of *two* contractor representatives attending the Post Award Conference IAW PWS para 4.13. Reimbursement for food, lodging, and travel will be consistent with the Joint Travel Regulation (JTR). Other costs may be reimbursable, if determined appropriate and authorized in advance by the Contracting Officer prior to the contractor incurring the costs. Costs reimbursed under this CLIN shall not exceed \$2500.

**H-1 b. CLINs 1001, 2001, 3001, 4001, 5001, 1002, 2002, 3002, 4002, & 5002 Positioning Medium and Heavy.** The amount for these CLINs will not be paid until the aircraft are operational in Afghanistan.

**H-1 c. CLINs 1004, 2004, 3004, 4004, 5004, 1006, 2006, 3006, 4006, & 5006 Blade Hour Rate – Medium and Heavy.** Only blade flying hours in direct support of this contract IAW PWS para 1.1.2.4 shall be invoiced. Hours for orientation flights are not billable against this CLIN. Blade hours are calculated from the moment rails are off the ground at the hub until the rails touch the ground at the hub at completion of a mission time to the nearest 1/10 hour expressed in local time.

**H-1 d. CLINs 1007, 2007, 3007, 4007, & 5007 Reimbursables – Recurring (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.

**H-1 e. CLINs 1008, 2008, 3008, 4008, & 5008 Reimbursables – 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.

**H-1 f. CLINs 1009, 2009, 3009, 4009, 5009, 1010, 2010, 3010, 4010, & 5010 Depositioning Medium and Heavy.** The amount for these CLINs will be paid when the aircraft leave 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.

## **H-2. Recompetition.**

**H-2 a.** IDIQ contract award(s) will specify the CLIN(s) awarded based on aircraft class selected (i.e. medium, heavy and super-heavy). Unless the solicitation is reopened, IDIQ holders can only compete for future task orders within the category of aircraft awarded in the initial IDIQ competition. For example, if an offeror is awarded an IDIQ contract with CLINs for medium and heavy and none for super heavy, that offeror will be excluded from competing for future task orders requesting super-heavy aircraft. However, in the event circumstances described in para below (H-2 b) arise, IDIQ holders can compete for aircraft classes for which they were not initially awarded.

**H-2 b.** The Government will initially establish the awardee pool by competitively awarding multiple-award IDIQ contracts. As future task order requirements within the program ceiling totals materialize, over the life cycle of this program, the Government will compete those requirements amongst all existing IDIQ contract holders to determine if the contract holders can adequately fulfill the needed capability. The Government reserves the right to reopen the competition under this solicitation if there is shortfall in meeting the requirements among the existing IDIQ contract holders or if it is in the Government's best interest to add new contractors to the original pool of IDIQ contract holders. When/if the Government decides to reopen the solicitation, an announcement will be posted via FedBizOps allowing all offerors the opportunity to compete in a full and open competition for an IDIQ contract and task orders to meet the new requirements. Any existing IDIQ contract holder does not have to re-compete for an IDIQ contract. However IDIQ contract holders will be allowed to compete for an aircraft class they were not awarded under the original IDIQ competition as appropriate. The competitions will use the same evaluation methodology and documentation (updated to reflect changes in regulatory provisions, requirements and certifications) as the original competition. Once a new awardee is selected, that awardee will be included in the awardee pool and will compete

for future task orders. Subsequent to a reopened competition, initial and new IDIQ awardees can compete by aircraft class for future task orders. The ordering period for new contractors being added to the initial awardee pool will coincide with initial awardees ordering period, inclusive of options, but shall not extend the overall term of the contract beyond the original ordering period nor shall it reestablish the contract base period, inclusive of options.

### **H-3. Passenger and Public Liability Insurance**

a. **General.** 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 in accordance with paragraph H-3b or H-3c. Liability insurance purchased pursuant to the requirements of this paragraph shall cover payment to the Government, pursuant to the subrogation provision of the Medical Care Recovery Act (42 USC 2651) and within the liability limitations of this contract, of the cost of Government provided medical care to the extent that said insurance would cover payment to injured individuals of the cost of medical care in the absence of any Government obligation to provide medical care. For damages arising from injuries or death (taking place on board the aircraft or during the course of any aircraft operation, including embarking or disembarking) not exceeding \$150,000 for each passenger, the carrier shall not be able to exclude or limit its liability, unless the damages were a result of an injury or death resulting from an act of war as defined in this contract. The contractor shall furnish to the Contracting Officer Evidence of Insurance, duly executed by the Insurer, of the insurance required by this paragraph. The Evidence of Insurance shall substantially conform to the form set forth in paragraph H-4. Nothing herein shall be deemed to affect the rights and liabilities of the contractor with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger. See note below subparagraph H-3c(2).

b. **Split Limits Liability.** The minimum limits of liability insurance coverage maintained by the contractor, as required by 14 Code of Federal Regulations (CFR) 205, shall be as follows:

(1) Liability for bodily injury to or death of aircraft passengers: A limit for any one passenger of at least three hundred thousand dollars (\$300,000.00), and a limit for each occurrence in any one aircraft of at least an amount equal to the sum produced by multiplying three hundred thousand dollars (\$300,000.00) by the number of passengers to be carried on the aircraft in accordance with the Performance Work Statement.

(2) Liability for bodily injury to or death of persons (excluding passengers): A limit of at least three hundred thousand dollars (\$300,000.00) for any one person in any one occurrence, and a limit of at least twenty million dollars (\$20,000,000.00) for each occurrence.

(3) Liability for loss of or damage to property: A limit of at least twenty million dollars (\$20,000,000.00) for each occurrence.

c. **Combined Single Limit Liability.**

(1) Notwithstanding the provisions of paragraph H-3b above the contractor may be insured for a single limit of liability for each occurrence. In that event, coverage shall be equal to or greater than the combined required minimums set forth in paragraph H-3b, above, for bodily injury, property damage, and/or passenger liability for the type of use to which such aircraft is put, as the case may be.

(2) In the case of a single limit of liability, aircraft may be insured by a combination of primary and excess policies. Such policies shall have combined coverage equal to or greater than the required minimums set forth in paragraph H-3b, above, for bodily injury to non-passengers, property damage, and/or passenger liability for the type of use to which the aircraft is put, as the case may be.

### **H-4. EVIDENCE OF INSURANCE – PASSENGER AND PUBLIC LIABILITY**

(a) Prior to performance of any services hereunder, the contractor shall provide the Government with appropriate evidence of insurance in accordance with paragraph H-3. The evidence shall substantially conform to the following paragraph:

\_\_\_\_\_  
 Name of Insurer (Hereinafter called the Insurer)  
 of \_\_\_\_\_  
 Address of Insurer  
 has issued to \_\_\_\_\_  
 Name of Insured Policy \_\_\_\_\_, bearing policy number  
 \_\_\_\_\_, with respect to the legal liability of the said Insured for aircraft passenger death or bodily injury,  
 aircraft public death or bodily injury (excluding passengers) and aircraft property damage liabilities, effective from  
 \_\_\_\_\_ through \_\_\_\_\_.

\_\_\_\_\_  
 (Signature of Insurer) (Current Date)

(b) The minimum limits of liability insurance coverage maintained by the Insured under the said policy are as follows\*:

(1) Liability for bodily injury to or death of aircraft passengers: A limit for any one passenger of at least three hundred thousand dollars (\$300,000.00), and a limit for each occurrence in any one aircraft of at least an amount equal to the sum produced by multiplying three hundred thousand dollars (\$300,000.00) by the maximum seating capacity of the aircraft as required by the contract PWS.

(2) Liability for bodily injury to or death of persons (excluding passengers): A limit of at least three hundred thousand dollars (\$300,000.00) for any one person in any one occurrence, and a limit of at least twenty million dollars (\$20,000,000.00) for each occurrence.

(3) Liability for loss of or damage to property: A limit of at least twenty million dollars (\$20,000,000.00) for each occurrence.

(4) The Insurer further agrees that the insurance afforded under this policy covers payment to the Government, pursuant to the subrogation provision of the Medical Care Recovery Act (42 USC 2651-3), of the cost of Government provided medical care to the extent that said insurance would cover payment to injured individuals of the cost of medical care in the absence of any Government obligation to provide medical care.

The terms and conditions of the policy apply throughout the world. The following aircraft are covered by the policy identified above: \_\_\_\_\_

(List aircraft individually or "All aircraft owned and operated by the Insured")

(c) The parties recognize that the policy may exclude certain liabilities with respect to any DOD operations involving operations in Afghanistan. The excluded liabilities will be those where a loss may be incurred during operations in Afghanistan that it cannot be demonstrated that the loss is either attributable to a war risk and therefore reimbursable under FAA Chapter 443 (for US Flag carriers only), or attributable to cause other than war risk and therefore required to be covered by the Contractor's commercial insurance.

The policy contains the attached endorsement.

By \_\_\_\_\_

(Company)

(City, State)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\*In the case of a combined single limit of liability, the Insurer will be required to describe the amount or amounts of insurance coverage.

"ENDORSEMENT" (Attachment to the Evidence of Insurance)

It is agreed, that, with respect only to operations of the named Insured performed under contract with the United States Transportation Command, Department of Defense (DoD), and with respect only to Aircraft Liability Insurance afforded under this policy, the following conditions shall also apply:

a. The Insurer agrees that, for damages arising from injuries or death (taking place on board the aircraft or during the course of any aircraft operation, including embarking or disembarking) not exceeding \$150,000 for each passenger, the carrier shall not be able to exclude or limit its liability, unless the damages were a result of an injury or death resulting from an act of war as defined in this contract.

b. The exclusions of the policy are deleted and the following substituted therefore:

The insurance afforded under this policy shall not apply to:

(1) Any loss against which the named Insured has other valid and collectible insurance, except that the limits of liability provided under this policy shall be excess of the limits provided by such other valid and collectible insurance but in no event exceeding the limits of liability expressed elsewhere in this policy.

(2) Any loss arising from the ownership, maintenance or use of any type of aircraft not declared to the Insurer in accordance with the terms and conditions of this policy.

(3) Bodily injury, sickness, disease, mental anguish or death of any employee of the Insured while engaged in the duties of his employment, or any obligation for which the Insured or any company as his Insurer may be held liable under any Workman's Compensation or occupational disease law.

(4) Damage to or destruction of property owned, rented, occupied, or used by, or in the care, custody or control of the Insured, or carried in or on any aircraft with respect to which the insurance afforded by this policy applies.

(5) Personal injuries or death or damage to or destruction of property, caused directly or indirectly, by an act of war, hostile or warlike actions, including action in hindering, combating or defending against an actual, impending or expected attack by any Government or sovereign power, de jure or de facto, or military, naval or air forces; the discharge, explosion, or use of any weapon of war employing atomic fission, or atomic fusion, or radioactive materials; insurrection, rebellion, revolution, civil war or usurped power, including any action in hindering, combating or defending against such an occurrence, or confiscation by any Government or public authority.

c. The Insurer hereby waives any right of subrogation it may have against the United States of America, by reason of any payment under the aforesaid policy of insurance, with respect to loss caused to transportation services by acts of the United States of America or any agency thereof, which acts are in conjunction with the performance by the named Insured of any services under said contract.

d. In the event the Insurer elects to cancel the insurance afforded under this policy, the Insurer hereby agrees that such cancellation shall not be effective unless written notice thereof shall be sent by the Insurer by registered mail not less than 30 days in advance of such cancellation, direct to the United States Transportation Command, 508 Scott Dr., Scott Air Force Base, Illinois 62225-5357, Attention: TCAQ-R, and in the event the named Insured requests such cancellation, the Insurer agrees to notify, by registered mail, the above stated activity immediately upon receipt of such request.

e. Anything in the policy to the contrary notwithstanding, the aircraft may be operated by pilots authorized by the named Insured.

f. Violations of regulations prescribed by the Federal Aviation Administration (FAA) shall not prejudice the insurance afforded by this policy.

g. No special waiver issued by the FAA shall affect the insurance afforded hereunder.

h. Any exclusions, conditions or other provisions of this endorsement, which have the effect of restricting or nullifying the coverage already granted by this policy in the absence of this endorsement, shall not apply.

Endorsement to Policy No: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Countersigned: \_\_\_\_\_ (Date)

Company \_\_\_\_\_

#### **H-5. CONTRACTOR ACQUIRED INSURANCE**

a. The Contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance in addition to the insurance required by paragraph H-4:

TYPE	AMOUNT
<u>Automobile</u>	
Bodily Injury Liability	\$200,000 per person \$500,000 per occurrence
Property Damage Liability	\$20,000 per occurrence
<u>Comprehensive General Liability</u>	
Bodily Injury Liability	\$500,000 per occurrence
<u>Workmen's Compensation and Employers Liability</u>	
Workman's Comp & Occupational Disease	Statutory
Employer's Liability	\$100,000

b. Contractor shall comply with the requirements of contract clause "Insurance - Work on a Government Installation" concerning notice to the Contracting Officer.

#### **H-6. 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 \$575 per aircraft, and provide the FAA with a complete copy of the Contractor's current Hull and Liability commercial insurance policies. FAA insurance covers only those aircraft that are listed on the FAA's Schedule of Aircraft and The Contractor shall promptly notify the FAA of any tail number additions, removals, and/or changes in the aircraft under contract.

**H-7. Air Operations.** The awardee for both IDIQ and subsequent task orders must be the entity that will operate the aircraft under this contract, unless subcontracting is required by international agreement.

**H-8. Task Order Issuance.**

**H-8 a.** The prices proposed under future task orders shall not exceed the awarded prices for each CLIN/SLIN. However, offeror's will be afforded the opportunity to submit pricing less than the awarded IDIQ prices at Request for Task Order Proposal (RFTOP) issuance.

**H-8 b. Task Order Issuance Example is as follows:**

If an offeror is awarded 2 medium aircraft the task order will be ordered from the following IDIQ CLINs/SLINs and subsequent option period CLINs/SLINs.

CLIN Number	CLIN Description	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Post Award Conference	2500	Each	\$1.00	\$2500 NTE
1002 Line AB	Positioning if awarded 2 Medium Aircraft	1	Lot	\$\$\$	\$\$\$
1005	Dedicated Monthly Rate Medium Aircraft #1	12	Each	\$\$\$	12 X \$\$\$
1005	Dedicated Monthly Rate Medium Aircraft #2	12	Each	\$\$\$	12 X \$\$\$
1006	Blade Hour Rate – Medium	3600*	Hours	\$\$\$	3600 X \$\$\$
1011	Reimbursables – Recurring (Fuel)	TBD	Fuel Usage	\$1.00	TBD
1012	Reimbursables – Non-Recurring	TBD	Each	\$1.00	TBD
1013 Line AB	Depositioning if awarded 2 Medium Aircraft	1	Lot	\$\$\$	\$\$\$

\*1800 blade hours/year per aircraft multiplied by 2 aircraft awarded = 3600 hours.

**H-9. Ordering Procedures.**

**H-9 a.** 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 within the aircraft category(ies) for which they received an IDIQ contract award, pursuant to the evaluation criteria to be identified in each individual Request for Task Order Proposal (RFTOP). 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.

**H-10. Vetting Language.**

The contractor shall establish a system to ensure that all personnel meet the qualifications set forth herein. Additionally, the contractor is responsible for screening employees through pre-employment questionnaire or otherwise, to ensure employees who do not possess the requisite security classifications will be able to apply for and receive the required line badges, security clearances, and country clearance to perform work in Afghanistan. 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 following 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/>

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	FEB 2009
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	MAR 2008
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-4	Payments Under Transportation Contracts and Transportation-Related Services Contracts	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2008
52.232-18	Availability Of Funds	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004

52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt IV	Changes--Fixed-Price (Aug 1987) - Alternate IV	APR 1984
52.244-6	Subcontracts for Commercial Items	APR 2010
52.245-1 Alt I	Government Property (Jun 2007) Alternate I	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-5	Familiarization With Conditions	APR 1984
52.247-8	Estimated Weights or Quantities Not Guaranteed	APR 1984
52.247-12	Supervision, Labor, or Materials	APR 1984
52.247-17	Charges	APR 1984
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8 Alt I	Default (Fixed-Price Supply and Service) (Apr 1984) - Alternate I	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7008	Export-Controlled Items	APR 2010
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	MAY 2007
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.228-7003	Capture and Detention	DEC 1991
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991

252.243-7002

Requests for Equitable Adjustment

MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(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 30 September 2010 through 31 October 2015 if all option periods are exercised.

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 2 aircraft, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of the number of aircraft proposed;

(2) Any order for a combination of items in excess of the number of aircraft proposed; 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 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

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

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

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

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

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

(End of clause)

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

The Government may require continued performance of any services within the limits and at 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 not later than 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 no later than 15 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires for Option Periods 2, 3, 4, & 5. Preliminary written notice for Option Period 1 will be issued simultaneously with the initial IDIQ award. 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 68 months.

(End of clause)

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

Funds are not presently available for performance under this contract beyond 31 Oct 2010. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 31 Oct 2010, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

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

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

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

(End of clause)

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

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

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

(End of clause)

#### 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(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 COR 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)

252.225-7997 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND AFGHANISTAN (DEVIATION 2010-O0014)(AUGUST 2010)

(a) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (c) below, any alleged offenses under--

(1) The Uniform Code of Military Justice (chapter 47 of title 10, United States code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or a contingency operation); or

(2) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(b) The Contractor shall provide to all contractor personnel who will perform work on a contract in Iraq or Afghanistan, before beginning such work, information on the following:

(1) How and where to report an alleged crime described in paragraph (a) of this clause.

(2) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (a) of this clause.

(c) The appropriate investigative authorities to which suspected crimes shall be reported include the following officials--

(i) US Army Criminal Investigative Division at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;  
or

(iv) To the command of any supported military element or the command of any base.

(d) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at (800) 424-9098 or [www.dodig.mil/HOTLINE/index.html](http://www.dodig.mil/HOTLINE/index.html). Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(End of clause)

252.237-7019 TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES (SEP 2006)

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

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

Detainee means a person in the custody or under the physical control of the Department of Defense on behalf of the United States Government as a result of armed conflict or other military operation by United States armed forces.

Personnel interacting with detainees means personnel who, in the course of their duties, are expected to interact with detainees.

(b) Training requirement. This clause implements Section 1092 of the National Defense Authorization Act for Fiscal Year 2005 (Pub. L. 108-375).

(1) The Combatant Commander responsible for the area where a detention or interrogation facility is located will arrange for training to be provided to contractor personnel interacting with detainees. The training will address the international obligations and laws of the United States applicable to the detention of personnel, including the Geneva Conventions. The Combatant Commander will arrange for a training receipt document to be provided to personnel who have completed the training.

(2)(i) The Contractor shall arrange for its personnel interacting with detainees to--

(A) Receive the training specified in paragraph (b)(1) of this clause--

(1) Prior to interacting with detainees, or as soon as possible if, for compelling reasons, the Contracting Officer authorizes interaction with detainees prior to receipt of such training; and

(2) Annually thereafter; and

(B) Provide a copy of the training receipt document specified in paragraph (b)(1) of this clause to the Contractor for retention.

(ii) To make these arrangements, the following points of contact apply:

(Contracting Officer to insert applicable point of contact information cited in PGI 237.171-3(b).)

(3) The Contractor shall retain a copy of the training receipt document(s) provided in accordance with paragraphs (b)(1) and (2) of this clause until the contract is closed, or 3 years after all work required by the contract has been completed and accepted by the Government, whichever is sooner.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)

5552.204-9000 Notification of Government security activity and visitor group security agreements.

NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP SECURITY  
AGREEMENTS (APRIL 2007)

This contract contains a DD Form 254, DOD Contract Security Classification Specification, and requires performance at a government location in the U.S. or overseas. Prior to beginning operations involving classified information on an installation identified on the DD Form 254, the contractor shall take the following actions:

(a) At least thirty days prior to beginning operations, notify the security police activity shown in the distribution block of the DD Form 254 as to:

- (1) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;
- (2) The contract number and military contracting command;
- (3) The highest classification category of defense information to which contractor employees will have access which must coincide with the level of classification granted to the company and cage code located in the Joint Personnel Adjudication System (JPAS);
- (4) The installations in the U.S. (in overseas areas, identify only the APO number(s)) where the contract work will be performed;
- (5) The date contractor operations will begin on base in the U.S. or in the overseas area;
- (6) The estimated completion date of operations on base in the U.S. or in the overseas area; and,
- (7) Any changes to information previously provided under this clause.

This requirement is in addition to visit request procedures contained in DOD 5220.22-M, National Industrial Security Program Operating Manual.

(b) Prior to beginning operations involving classified information on an installation identified on the DD Form 254 where the contractor is not required to have a facility security clearance, the contractor shall enter into a Visitor Group Security Agreement (or understanding) with the installation commander to ensure that the contractor's security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions that will be performed:

- (1) By the installation for the contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections under DOD 5220.22-M, classified mail services, security badges, visitor control, and investigating security incidents; and
- (2) Jointly by the contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

(End of clause)

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: 618-220-6413 FAX: 618-220-7959

**5552.223-9001 Health and Safety on Government Installations.****HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (APRIL 2007)**

(a) In performing work under this contract on a Government installation, the contractor shall:

- (1) Comply with the specific health and safety requirements established by this contract;
- (2) Comply with the health and safety rules of the Government installation that concern related activities not directly addressed in this contract;
- (3) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and
- (4) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(b) The contracting officer may, by written order, direct Air Force Occupational safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

(End of Clause)

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

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

- (1) Require long-term logical access to Department of Defense computer networks and systems in either:
  - (i) the unclassified environment; or
  - (ii) the classified environment where authorized by governing security directives.
- (2) Perform work on a long-term basis, which requires the use of a CAC for installation entry control or physical access to facilities and buildings.

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

- (1) Contractors shall provide a listing of their employees that will require a CAC to the contracting officer. The listing will contain the following information in order for a CAC application to be created in the Contractor Verification System (CVS): last, middle, and first names; Social Security Number; Date of Birth; email address; the



contract number; and the contract end date. The contracting officer will provide a copy of the list to the government representative in the local organization designated to authorize issuance of contractor CACs (i.e., Trusted Agent (TA)). The TA will then create a CAC application in the Contractor Verification System (CVS.)

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

(3) If contractor employees will not require access to classified information, each contractor employee will be required to complete either the Questionnaire for Non-Sensitive Positions (SF85), located at [www.opm.gov/forms/pdf\\_fill/SF85.pdf](http://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 I (AUG 2007).

(a) This contract is conditioned upon the contractor being a commercial air taxi operator within the meaning of the Federal Aviation Act (FAA of 1958, as amended) and holding a current Air Carrier Operating Certificate in accordance with Part 135 and 133 of the Federal Aviation Regulations or equivalent Civil Aviation Authority (CAA) and holding a registration under Part 298 of the Department of Transportation (DOT) Regulations. Furthermore, the contractor shall not be in a suspension or temporary nonuse status in accordance with clause 5552.247-9000, "Air Safety."

(b) If at any time during the performance period of this contract the contractor is not in compliance with the requirements of paragraph (a) above, including, but not limited to, instances when the certificate demonstrating compliance with paragraph a above is (i) suspended by the pertinent regulatory body for any period of time even though the effect of the suspension is stayed pending review by a court of competent jurisdiction, (ii) canceled or revoked in its entirety by the pertinent regulatory body even though the effect of the cancellation or revocation is stayed pending review by a court of competent jurisdiction, or (iii) such certificate or interim operating authority has expired and has not been renewed, then the contracting officer may elect any one or a combination of the following courses of action:

(1) Suspend the contractor from further performance of all or any part of this contract until such time as the suspension/temporary nonuse imposed by the pertinent regulatory body shall have expired or until such time as the

suspension, temporary nonuse, cancellation, or revocation shall have been finally set aside, removed, or otherwise terminated. The period of suspension of this contract will begin at the time that notice thereof is given by the contracting officer. All flights, which were scheduled to be flown during the time any such suspension is in effect, will be canceled. A unilateral modification reflecting the cancellation and reducing the government's obligation accordingly will be issued by the contracting officer at the termination of the period during which this contract is suspended or after the expiration of the period of performance of this contract. Any such cancellation is not for the convenience of the government and is not a termination within the meaning of clause 52.249-2, "Termination for Convenience of the Government (Fixed-Price)." Such cancellation will be accomplished at no cost to either party, and the substitute service provisions of this contract will not apply to such canceled flights.

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

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

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

(c) If at any time an air carrier ceases operations or surrenders their operating certificate to the Federal Aviation Administration (FAA), the air carrier is required to immediately notify the Contracting Officer the next business day and the DOD Commercial Airlift Division at (618) 229-4801, as well as in writing to HQ AMC/A3B, 402 Scott Drive, Unit 3A1 Scott AFB IL 62225-5302, stating the circumstances for ceasing operations and/or surrendering their operating certificate.

(End of Clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	DD254_EHI	2	30-SEP-2010

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