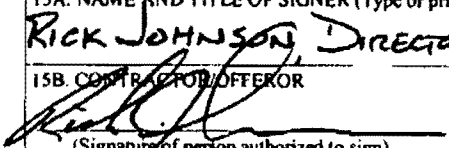


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 19	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 15-Jun-2009		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO (If applicable)	
6. ISSUED BY USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357		CODE HTC711		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EVERGREEN HELICOPTERS, INC RATH, DAVID 3850 THREE MILE LN MCMINNVILLE OR 97128-9496				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HTC711-09-D-0023			
				X 10B. DATED (SEE ITEM 13) 03-Apr-2009			
CODE 4E581		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Contract Terms and Conditions - Commercial Items (Feb 2007)							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: tcdfes091824 The purpose of this modification is to: 1. Add the requirement for two pilots per aircraft into the Performance Work Statement (PWS) under new paragraph 1.5.5. 2. Modify the first sentence of Paragraph 1.3.1 of the PWS. 3. Add aircraft N numbers to the Aircraft Fill-In and incorporate specs for substitute aircraft. 4. Replace all references to CJTF with USFOR-A. 5. Modify ordering procedures language. 6. Correct the Inspect/Accept Plus Six DODAAC extension on the WAWF Attachment. 7. Change the quantities and unit price on reimbursables CLINs to reflect a unit price of \$1.00. B. All other terms and conditions remain unchanged as a result of this modification. There is no change in contract price.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) RICK JOHNSON, DIRECTOR <i>Corporate Contracts</i>				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Elaine M. Hayes TEL: 618-256-6673 EMAIL: elaine.hayes@ustrancom.mil			
15B. CONTRACT OFFEROR 		15C. DATE SIGNED 25 June 09		16B. UNITED STATES OF AMERICA BY <i>Elaine M. Hayes</i>		16C. DATE SIGNED 25 Jun 09	
(Signature of person authorized to sign)		(Signature of Contracting Officer)					

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 51.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 19	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 15-Jun-2009		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357		CODE HTC711		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EVERGREEN HELICOPTERS, INC RATH, DAVID 3850 THREE MILE LN MCMINNVILLE OR 97128-9496				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HTC711-09-D-0023			
				X 10B. DATED (SEE ITEM 13) 03-Apr-2009			
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12. ACCOUNTING AND APPROPRIATION DATA (If required)							
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A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Contract Terms and Conditions - Commercial Items (Feb 2007)							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: tctifcs091624 The purpose of this modification is to: 1. Add the requirement for two pilots per aircraft into the Performance Work Statement (PWS) under new paragraph 1.5.5. 2. Modify the first sentence of Paragraph 1.3.1 of the PWS. 3. Add aircraft N numbers to the Aircraft Fill-In and incorporate specs for substitute aircraft. 4. Replace all references to CJTF with USFOR-A. 5. Modify ordering procedures language. 6. Correct the Inspect/Accept Plus Six DODAAC extension on the WAWF Attachment. 7. Change the quantities and unit price on reimbursables CLINs to reflect a unit price of \$1.00. B. All other terms and conditions remain unchanged as a result of this modification. There is no change in contract price. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Elaine M. Hayes TEL: 618-256-6673 EMAIL: elaine.hayes@ustranscom.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)		16C. DATE SIGNED	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The offeror bid date has changed from 17-Oct-2008 to 01-Dec-2008.

SUPPLIES OR SERVICES AND PRICES

CLIN 0100

The pricing detail quantity has increased by 2.00 from 1.00 to 3.00.

The unit price amount has decreased by \$680,000.00 from \$1,020,000.00 to \$340,000.00.

CLIN 0200

The pricing detail quantity has increased by 999,999.00 from 1.00 to 1,000,000.00.

The unit price amount has decreased by \$999,999.00 from \$1,000,000.00 to \$1.00.

CLIN 0201

The pricing detail quantity has increased by 2,999,999.00 from 1.00 to 3,000,000.00.

The unit price amount has decreased by \$2,999,999.00 from \$3,000,000.00 to \$1.00.

CLIN 1200

The pricing detail quantity has increased by 999,999.00 from 1.00 to 1,000,000.00.

The unit price amount has decreased by \$999,999.00 from \$1,000,000.00 to \$1.00.

CLIN 1201

The pricing detail quantity has increased by 99,999.00 from 1.00 to 100,000.00.

The unit price amount has decreased by \$99,999.00 from \$100,000.00 to \$1.00.

CLIN 2200

The pricing detail quantity has increased by 999,999.00 from 1.00 to 1,000,000.00.

The unit price amount has decreased by \$999,999.00 from \$1,000,000.00 to \$1.00.

CLIN 2201

The pricing detail quantity has increased by 99,999.00 from 1.00 to 100,000.00.

The unit price amount has decreased by \$99,999.00 from \$100,000.00 to \$1.00.

CLIN 3200

The pricing detail quantity has increased by 999,999.00 from 1.00 to 1,000,000.00.
 The unit price amount has decreased by \$999,999.00 from \$1,000,000.00 to \$1.00.

CLIN 3201

The pricing detail quantity has increased by 99,999.00 from 1.00 to 100,000.00.
 The unit price amount has decreased by \$99,999.00 from \$100,000.00 to \$1.00.

CLIN 4200

The pricing detail quantity has increased by 999,999.00 from 1.00 to 1,000,000.00.
 The unit price amount has decreased by \$999,999.00 from \$1,000,000.00 to \$1.00.

CLIN 4201

The pricing detail quantity has increased by 99,999.00 from 1.00 to 100,000.00.
 The unit price amount has decreased by \$99,999.00 from \$100,000.00 to \$1.00.

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0100 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2008 TO 30-NOV-2009	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2008 TO 30-NOV-2009	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711

The following Delivery Schedule item for CLIN 0200 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 01-DEC-2008 TO 30-NOV-2009	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711
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To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2008 TO 30-NOV-2009	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711

The following Delivery Schedule item for CLIN 0201 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2008 TO 30-NOV-2009	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2008 TO 30-NOV-2009	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711

The following Delivery Schedule item for CLIN 1201 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2009 TO 30-NOV-2010	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2009 TO 30-NOV-2010	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711

The following Delivery Schedule item for CLIN 2201 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2010 TO 30-NOV-2011	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2010 TO 30-NOV-2011	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711

The following Delivery Schedule item for CLIN 3201 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2011 TO 30-NOV-2012	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 01-DEC-2011 TO 30-NOV-2012	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711
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The following Delivery Schedule item for CLIN 4201 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2012 TO 30-NOV-2013	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2012 TO 30-NOV-2013	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711

The following have been modified:

AIRCRAFT FILL-IN

TYPE OF AIRCRAFT: Bell 214ST

AIRCRAFT AVAILABLE SEATS: 18 PAX or 14 PAX if A/C equipped with Aux fuel tanks. Pilot (Crew) seats are not included in these numbers

AIRCRAFT RANGE: Dependent on variety of operational factors, but endurance (@ cruise of 135kts) would be 4.0 hrs or 540nm (without reserve)

AIRCRAFT TOTAL PAYLOAD: 17,500lbs

ADDITIONAL DATA:

EMPTY WEIGHT (Approx): 10,600lbs

MAXIMUM EXTERNAL LOAD: 8000lbs

AVERAGE FUEL BURN: 850PPH (Pounds Per Hour) Aircraft can be configured with one or two auxiliary fuel tanks (90 US Gallons [630lbs] per tank) for extended range

PERFORMANCE: No Category A Limitations. Aircraft is capable of maintaining a hover at maximum weight, and maintain 50fpm rate of climb on one engine

N Numbers:

SUBSTITUTE AIRCRAFT:

TYPE OF AIRCRAFT: Agusta Westland 139 (AW139)

AIRCRAFT AVAILABLE SEATS: 15 PAX. Pilot (Crew) seats are not included in these numbers

AIRCRAFT RANGE: Dependent on variety of operational factors, but endurance (@ cruise of 140kts) would be 3.2 hrs or 400nm (without reserve)

AIRCRAFT MAXIMUM TAKEOFF WEIGHT (MTOW): 14,960lbs

ADDITIONAL DATA:

EMPTY WEIGHT (Approx): 9,000lbs

MAXIMUM EXTERNAL LOAD: 7000lbs (Maximum External Load numbers given are based on the limitations of the Cargo Hook, it does not represent the limitations of the aircraft).

AVERAGE FUEL BURN: 880PPH (Pounds Per Hour) Aircraft can be configured with an auxiliary fuel tank (132 US Gallons [924lbs] per tank) for extended range (approximately 1.1 hrs additional endurance)

PERFORMANCE: No Category A Limitations. Aircraft is capable of maintaining a hover at maximum weight, and maintain 50fpm rate of climb on one engine. Service Ceiling 20,000'

N numbers: N140EV, N139EV

ATTACHMENT 1 - PWS

PERFORMANCE WORK STATEMENT (PWS) ROTARY WING TRANSPORT September 26, 2008

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- 1.4. Support Operations
- 1.5. Passenger Service
- 1.6. Cargo Service

2. Service Delivery Summary

3. Government Furnished Property and Services

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- 3.2. Utilities
- 3.3. Fuel
- 3.4. Billeting
- 3.5. Subsistence

- 3.6. Emergency medical services
- 3.7. Weather Reports
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- 3.9. Reserved

- 3.10. Loading and Unloading
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- 4.12. Required Reports

1. DESCRIPTION OF SERVICES.

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

Jalalabad Airfield	OAJL
Kandahar Airfield	OAKN
Bagram Airfield	OAIX
Sharana Airfield	OASA
Salerno Airfield	no ICAO designator

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

1.1.1. Missions will be scheduled at least twenty-four (24) hours in advance, unless otherwise agreed to by the contractor and Contracting Officer Representative (COR). Weather and aircraft maintenance will be considered when scheduling missions. If tasked by DoD, contractor is authorized to remain overnight (RON) at other locations. DoD is responsible for providing support when RONing elsewhere.

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

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

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

Distances in minutes based on 110 KTGs:

Jalalabad to furthest point - 132 minutes
Kandahar to furthest point - 130 minutes
Bagram to furthest point - 119 minutes
Sharana to furthest point - 163 minutes
Salerno to furthest point - 99 minutes

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

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

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

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

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

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

1.1.5. Schedule Reliability.

1.1.5.1. The contractor's schedule reliability rate shall be computed per calendar month by subtracting the total number of contractor-controllable delays during the month, from the contractor's total number of scheduled originating and turnaround station departures in that period, and dividing the remainder by the contractor's total number of scheduled originating and turnaround station departures for the period.

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

1.1.5.3. The contractor shall maintain an 85 percent schedule reliability rate as the minimum acceptable standard of performance, based on 30 or more departures from originating or turnaround stations during a calendar month period. Where volume is less than 30 departures, reliability will be reviewed on a case-by-case basis. Failure to maintain an 85 percent schedule reliability rate will be reason for termination, pursuant to the Contract Clause entitled "Termination for Cause." However, nothing in this paragraph shall limit the right of the Government to terminate this contract for cause for other reasons or to limit any other rights and remedies provided the Government by law or under this contract.

1.1.6. Weather. If the contractor fails to complete a route due to poor weather, he will be compensated for all complete legs flown, and for the leg being flown when mission was aborted, if the Government determines that the contractor had flown more than 50 percent of the distance between destinations on that leg. If the contractor departs on a transport mission and is unable to reach a destination due to poor weather, he will not be penalized. The contractor should return to the point of origin (hub) or nearest safe location, until the weather improves. Missions not completed due to poor weather will be rescheduled at the satisfaction of the government. For the contractor to refuse to fly a transport mission, due to marginal weather conditions, the weather must be such that no other helicopters are flying in the same area, specifically ceilings below 700 feet and visibility less than two nautical miles. The contractor is required to follow the weather requirements per the Afghanistan Aviation Procedures Guide (APG), under the Low Risk spectrum. Aircraft are to operate in accordance with Federal Aviation Regulations which take precedence over the APG, unless the APG is more restrictive, in which case it will apply when classifying weather criteria. The contractor must be prepared to fly in the following Fahrenheit temperatures:

BAGRAM	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANN
EXTREME MAX	59	66	81	88	97	100	104	104	95	90	75	64	104
MEAN DAILY MAX	47	53	66	75	82	93	96	95	87	77	61	52	74
MEAN	38	42	54	62	68	79	83	82	72	61	48	40	61
MEAN DAILY MIN	29	32	41	49	54	65	69	68	57	45	34	27	48
EXTREME MIN	18	21	21	36	39	52	57	57	45	32	23	14	14
KANDAHAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANN
EXTREME MAX	74	81	95	99	100	112	120	120	95	90	75	64	115
MEAN DAILY MAX	62	68	80	85	95	108	111	110	102	92	76	67	89
MEAN	53	57	69	77	83	94	98	97	87	76	63	55	76
MEAN DAILY MIN	24	47	70	64	69	80	84	83	72	60	49	42	63
EXTREME MIN	33	36	36	51	54	67	72	72	60	47	38	29	29
SHARANA	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANN
EXTREME MAX	70	86	79	91	108	109	99	97	99	97	75	70	109
MEAN DAILY MAX	57	62	67	81	88	95	94	91	93	77	71	61	78
MEAN	48	52	59	72	78	85	86	81	80	65	59	51	68
MEAN DAILY MIN	38	43	50	63	68	74	78	71	67	54	47	40	58
EXTREME MIN	28	30	32	50	52	59	68	54	59	46	43	28	28
JALALABAD	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANN
EXTREME MAX	77	90	93	105	114	120	118	119	112	100	91	78	120
MEAN DAILY MAX	61	65	73	81	93	105	104	101	96	87	73	63	83
MEAN	47	52	62	71	82	91	91	90	83	73	59	49	71
MEAN DAILY MIN	37	43	52	59	67	77	81	80	72	58	44	37	59
EXTREME MIN	14	20	28	36	43	56	54	50	42	26	23	20	14
SALERNO	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANN
EXTREME MAX	72	73	87	99	104	108	107	100	101	92	84	72	108
MEAN DAILY MAX	56	59	67	75	85	96	93	91	87	79	68	59	76
MEAN	41	46	54	62	72	83	82	80	74	64	51	42	63
MEAN DAILY MIN	30	35	44	50	58	68	71	71	62	52	38	31	51
EXTREME MIN	17	13	26	37	42	55	61	59	45	38	22	22	13

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

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

1.2.2. Condition. Every helicopter must be certified as airworthy by trained and certified mechanics for that specific airframe. Airworthy certificates must be made available to the government upon request. Preventive

Maintenance service schedules for helicopters must conform to manufacturers recommended servicing intervals. The Government is entitled to perform an independent assessment of the condition of any contract helicopter at any time. The Government may also request that an independent assessment of any helicopter used in performance on this contract be conducted at contractor expense.

1.2.3. **Safety.** Each helicopter must meet, at a minimum, United States aviation safety requirements as established by the Federal Aviation Administration (FAA), Federal Aviation Regulation 133 and 135 or equivalent CAA regulation and applicable DoD and Department of the Army (DA) rules and regulations. It is the Contractor's responsibility to ensure additional survival equipment appropriate for the environment and mission meets or exceeds FAR Part 133 and 135 or equivalent CAA regulation. Contractor must operate under Visual Flight Rules (VFR) and follow the guidelines referenced in para 1.1.6.

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

<http://www.amc.af.mil/library/businesscustomers.asp>

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

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

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

1.2.8. **Payloads.**

1.2.8.1. **At MSL, Payload Range for Medium-Lift Aircraft:** Minimum requirements are for the movement of 8 passengers or 3000 pounds internal load or 5000 pounds external load. At 7,000 ft MSL, 20 degrees Celsius, minimum payload requirement is 2,000 lbs.

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

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

1.2.9. **Estimated flying hours is 150 hours per aircraft for 24 days per month (1800 hours per year) and allows approximately 1.5 days per week for maintenance. Missions will average six flight hours per day. Contractor will be required to have an overall 80 percent availability rate daily. At no time will any one location have less than one aircraft fully mission capable.**

1.2.10. **Insurance.** The contractor shall procure and maintain a level of insurance coverage commensurate with the commercial standard and in accordance with the host nation's statutory limits during the entire period of performance under this contract.

1.3 Personnel Requirements.

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

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

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

1.4 Support Operations.

1.4.1. Maintenance. The contractor shall perform both scheduled and unscheduled maintenance. Maintenance may occur on US Military installations with prior coordination and the express permission of the Government.

Contractors must be aware that if their helicopter blocks the landing area of a US base for more than the allotted 30 minutes of ground time to unload, the helicopter may, if circumstances dictate, be forcibly moved by US personnel and that in this event the helicopter may be damaged or destroyed. The contractor will provide all parts, labor, and expertise necessary to complete required maintenance tasks. Maintenance down-time will be coordinated between the contractor and the customer or COR. The contractor shall provide a timetable for scheduled maintenance and an estimated completion time for unscheduled maintenance.

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

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

1.5. Passenger Service.

1.5.1. The Government estimates the movement of 2500 passengers monthly across the operating area, although this is not a guarantee and actual workload may not correspond to this estimate. The actual number of passengers will be determined by cargo, distance, altitude, and temperature at the desired location.

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

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

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

1.5.5. 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 schedule reliability rating in accordance with paragraph 1.1.5.3.

1.6. Cargo Service.

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

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

2. SERVICE DELIVERY SUMMARY

Performance Objective	PWS Paragraph	Performance Threshold
Schedule and Perform all missions	1.5.1 – 1.5.4 & 1.6.1 – 1.6.2	85% of Missions Completed as Scheduled
Take appropriate actions to de-conflict airspace	1.1.2.3.	100% of Missions
Contractor shall not allow unauthorized personnel or cargo on board.	1.5.2.	100% of Missions
Maintain accurate records.	1.2.5. and 4.12.1.	100% of Records Inspected

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

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

3.2 Utilities. The Government will provide utilities for office and working space at each hub location. The utilities provided shall be equivalent to those provided to other military and tenant organizations—no special or unique requirements will be supported. Due to limited office space at some hub airfields, the contractor may be responsible for providing its own office and working space, in which case the contractor shall coordinate with the local functional engineering team to obtain approval for its office/working space structure. Electricity, water (potable or non-potable), sewer and telephone will be provided at all hubs. Class A lines may not be available at all locations. Internet access and/or e-mail are available at all locations based on requirements and availability.

3.3. Fuel. The government will supply the same fuel US forces are using in current operations for all the helicopters. The contractor can expect JP-8 fuel to be provided. The Government will not make accommodations for unique fuel requirements (i.e. TS-1) and will not supply filtration or other systems to support contract rotary wing operations. Fuel will only be provided at the origin of the mission or other Government-designated bases, if available. Fuel may be dispensed at the destination FOBs or Combat Outposts with prior coordination **or in other than hub areas**. Fuel consumed as a result of the contractor's determining to replace or swap out helicopters shall not be provided by the Government.

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

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

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

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

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

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

3.10. Maintenance Resources

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

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

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

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

- (1) Access to an overhead crane assembly with a free clearance height of 25 feet and a rated working capacity of at least 3,500 pounds.
- (2) Forklift capability with a height range of 18 feet and a lift capacity of 5,000 pounds

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

(4) Fresh water washing facilities at all operating hubs

3.11. Contractor will be provided access to secure communications.

4. GENERAL INFORMATION

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

4.2. Security.

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

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

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

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

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

4.2.6. **Operations Security (OPSEC).** The contractor shall be responsible for OPSEC procedures when operating missions for the DOD to include safeguarding critical information. Training will be provided at the applicable base installation at the time of contract performance. Information such as flight schedules, hotels where crews are staying, return trips, and other facts about the international mission shall be kept close hold and only communicated to persons who have a need to know this information. Flight crews should be aware of persons who are seeking information about the contractor, flights, etc. They should seek to maintain a low profile while operating DOD missions. If the contractor has questions about OPSEC they can be addressed either to the Contracting Officer Representative or the Air Mobility Division, Al-Udeid, Qatar. No imagery or verbal relays of U.S. forces or their positions is permitted.

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

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

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

4.3. Force Protection

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

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

4.4. Quality Control

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

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

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

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

4.5.2. **Geneva Convention Identity Card (DD Form 489) (hereafter referred to as the Geneva Conventions Card) and Common Access Cards (CAC):** Civilian noncombatant personnel authorized to accompany military forces of the US into regions of war will be issued a Geneva Conventions Card in accordance with procedures established in AFI 36-3026(I), Identification Cards for Members of the Uniformed Services, their Family Members, and Other Eligible Personnel and a CAC Card. Contractor personnel will be required to have access to the Contractor Verification System (CVS) to process CAC card applications. The CVS website is <https://www.dmdc.osd.mil/appj/cvs/login>. Contractor is required to provide USTRANSCOM/TCAQ with their name, social security number, date of birth and e-mail address in order to be entered into CVS. TCAQ will provide username and password to contractor employee for submittal of application for CAC card. CVS allows contractor to be issued a CAC card from any DEERS office before going overseas. USFOR-A will process any line badge requirements at Bagram.

4.5.3. **Personnel Authorized To Receive The Geneva Conventions Card:** Contractor personnel employed by the contractor for performance of this contract will be issued this card. The Geneva Conventions Card will be issued by USFOR-A Aviation, Bagram Afghanistan, to the following company personnel: aircrew personnel designated to operate company aircraft in the performance of this contract; ground support personnel assigned to Bagram in support of this contract; selected supervisory personnel, subject to deployment overseas and responsible for overall supervision of the company's performance of this contract.

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

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

4.8. **Flying In Controlled Airspace.** All contract flights shall fly over established airways, domestic or international, and in controlled airspace. Exceptions may be made to this requirement where it is impractical to follow airways or fly in controlled airspace, provided airways are intersected at the first practical point and departed

at the last practical radio navigational fix near destination, or when area controller established airways do not exist within a flight information region. Economic considerations will not justify deviation from this procedure.

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

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

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

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

4.12. Required Reports

4.12.1. Daily Log. The contractor will maintain a daily record of all scheduled and completed missions. The log shall be maintained by the contractor's aircrew for each mission and shall detail the number of passengers moved and/or the internal and external cargo load information for each destination. This log will include entries that will code reasons missions were not performed as scheduled to include (weather, maintenance, threat, safety, etc) and who authorized the mission cancellation. USFOR-A will provide the GO/NO GO Risk Assessment format to the contractor. This form will be filled out prior to every mission and kept on file for 30 days, then transferred to the COR or CO every 30 days or upon receipt/inspection. A Government representative will sign this log upon loading and unloading the aircraft, verifying the cargo was successfully transported. The contractor shall make these records available to the CO, COR and FAA on a regular basis as determined by the CO.

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

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

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

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

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

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

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

4.12.8. Administrative Reporting. The contractor will provide the following reports to the COR: Aircraft Daily Status, Maintenance Flow Chart, Aircraft on Ground (AOG) Tracker and Test, Measurement and Diagnosis Equipment (TDME) Report, and weekly personnel accountability roll up to include billeting locations and upcoming rotations. The Government will utilize the reports for planning purposes to manage the tasking of aircraft prior to scheduled maintenance.

DEFINITIONS

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

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

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

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

FOB – Forward Operating Base.

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

Hostile Act – An act of war.

Hub – Locations from which contractors will start assigned missions.

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

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

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

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

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

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

ATTACHMENT 3 - WAWF-RA

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

CONTRACT (number)

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

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

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

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

1. CONTRACT NUMBER:	HTC711	
2. CAGE CODE:	4E581	
3. PAY OFFICE DODAAC:	HQ0302	
4. TYPE OF DOCUMENT:	COMBO	
5.INSPECTION/ACCEPTANCE:	DESTINATION	
6. ISSUE DATE:	3 APR 09	
7. ISSUE BY DODAAC:	HTC711	
8. ADMIN DODAAC:	HTC711	
9. INSPECT BY DODAAC:	HTC711	PLUS SIX EXT: W91B4N
10. SERVICE ACCEPTOR / SHIP TO:	HTC711	PLUS SIX EXT: W91B4N

ORDERING PROCEDURES

IAW FAR 16.505, Ordering, all multiple award contractors shall be provided a fair opportunity to be considered for each task order in excess of \$3,000 pursuant to the evaluation criteria determined at the time of task order award. 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.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 10
2. AMENDMENT/MODIFICATION NO P00002		3. EFFECTIVE DATE 15-Jul-2009	4. REQUISITION-PURCHASE REQ NO		5. PROJECT NO (If applicable)
6. ISSUED BY CODE HTC711 USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357		7. ADMINISTERED BY (If other than item 6) CODE See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EVERGREEN HELICOPTERS, INC RATH, DAVID 3850 THREE MILE LN MCMINNVILLE OR 97128-9496			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. HTC711-09-D-0023		
			X 10B. DATED (SEE ITEM 13) 03-Apr-2009		
CODE 4E581		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Contract Terms and Conditions - Commercial Items (Feb 2007)					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: tchayem091919 A. The purpose of this modification is to add a mandatory clause required by JCC I/A (Joint Contracting Command-Iraq/Afghanistan) and to update other JCC I/A clauses. B. All other terms and conditions remain unchanged as a result of this modification. There is no change in price.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) RICK JOHNSON, DIRECTOR CONTRACTS <i>Rick Johnson</i> (Signature of person authorized to sign)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Elaine M. Hayes TEL. 618-256-6673 EMAIL elaine.hayes@ustrancom.mil <i>Elaine M. Hayes</i> (Signature of Contracting Officer)		
15B. CONTRACTOR OFFEROR		15C. DATE SIGNED 16 July 2009		16B. UNITED STATES OF AMERICA BY Elaine M. Hayes (Signature of Contracting Officer)	
				16C. DATE SIGNED 21 Jul 09	
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		30-105-04		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 51.741	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 10	
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 15-Jul-2009		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
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8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EVERGREEN HELICOPTERS, INC RATH, DAVID 3850 THREE MILE LN MCMINNVILLE OR 97128-9496				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
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X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Contract Terms and Conditions - Commercial Items (Feb 2007)							
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E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: tchayem091919 A. The purpose of this modification is to add a mandatory clause required by JCC I/A (Joint Contracting Command-Iraq/Afghanistan) and to update other JCC I/A clauses. B. All other terms and conditions remain unchanged as a result of this modification. There is no change in price.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Elaine M. Hayes TEL: 618-256-6673 EMAIL: elaine.hayes@ustranscom.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)		16C. DATE SIGNED	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been added by reference:

252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed JAN 2009
Forces Deployed Outside the United States

The following have been added by full text:

952.222-0001

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

JCC-I/A CLAUSE 952.222-0001

PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (MAR 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.

(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

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

952.225-0001 – ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION

JCC-I/A CLAUSE 952.225-0001

ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (MAR 2009)

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, Multi-National Force Commander and Multi-National Corps Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this **clause** and with the requirements set forth in the following:

DODI 3020.41, *Program Management for Acquisition and Operational Contract Support in Contingency Operations*; DFARS 252.225-7040, *Contractor Personnel Supporting a Force Deployed Outside the United States*; Class Deviation 2007-00010, *Contractor Personnel in the United States Central Command Area of Responsibility*

CPA Order #17, *Registration Requirements for Private Security Companies*, dated 27 Jun 04; U.S. CENTCOM Policy Letter, Mod 1, *Personal Protection and Contract Security Service Arming*, dated 7 Nov 2006

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

The specific location where the PSC will operate;

The persons and/or property that require protection;

The anticipated threat;

The required weapon types; and

The reason current security/police forces are inadequate.

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

Documentation that each employee who will be armed under the contract received the following training—

Weapons Qualification/Familiarization. All employees must meet the qualification requirements 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.

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.

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

One (1) copy of an operating license (or a temporary operating license) from the Ministry of Interior;

A communications plan that, at a minimum, sets forth the following:

The contractor's method of notifying military forces and requesting assistance where hostilities arise or combat action is needed;

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

How the contractor will coordinate transportation with appropriate military authorities.

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):

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; Verify with MNC-I or Afghanistan RCE – CG Provost Marshal that no employee has been barred by any commander within Iraq or Afghanistan; and Certify, after completing all checks, that all persons armed under this contract are not prohibited under U.S. law from possessing a weapon or ammunition.

Required Contractor Acknowledgements. Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the COR:

Penalties for Non-Compliance. Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

Criminal and Civil Liability. Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to U.S. and Host Nation prosecution and civil liability. "Host Nation" refers to the nation or nations where services under this contract are performed.

Lapses in Training. Failure to successfully retrain an employee who is armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon to the contractor and will remain unarmed until such time as they are retrained and the COR determines that the retraining is sufficient.

Authorized Weapon & Ammunition Types. Unless DCDRUSCENTCOM (or a designee) provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government approved weapons and ammunition. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:

The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).

The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.

U.S. government Ball ammunition is the standard approved ammunition.

Requirements for Individual Weapons Possession. All employees of the contractor and its subcontractors at all tiers who are armed under this contract must:

Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c); Carry weapons only when on duty or at a specific post; Not conceal any weapons, unless specifically authorized; 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 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 where they will be armed.

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.

Rules for the Use of Force (RUF). In addition to the RUF and ROE training referenced in paragraph (c), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

Taking a direct part in hostilities or combat actions, other than to exercise self-defense;

Failing to cooperate with Coalition and Host Nation forces;

Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm;

Failing to use a graduated force approach;

Failing to treat the local civilians with humanity or respect; and

Detaining local civilians, other than in self-defense or as reflected in the contract terms.

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.

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.

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:

The total number of armed civilians and contractors;

The names and contact information of its subcontractors at all tiers; and

A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (c)(5).

(END)

952.225-0003

JCC-I/A CLAUSE 952.225-0003

FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (MAR 2009)

(1) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(2) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, 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 protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate

restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

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

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

(5) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated 4 June 2008, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

(a) Inpatient daily rate: \$2,041.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

(b) Outpatient visit rate: \$195.00. This includes diagnostic imaging, laboratory, pathology, and pharmacy provided at the medical facility.

(END)

952.225-0004

952.225-0004 – COMPLIANCE WITH LAWS AND REGULATIONS

JCC-I/A CLAUSE 952.225-0004

COMPLIANCE WITH LAWS AND REGULATIONS (MAR 2009)

(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 Operations (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

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)

MEDICAL SCREENING CLAUSE

952.225-0009 – MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED EMPLOYEES**JCC-I/A CLAUSE 952.225-0009****MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED EMPLOYEES (MAR 2009)**

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

(1) Contractors may utilize a testing method of either a chest x-ray or TB skin test (TST).

(i) Chest x-rays shall be taken and TBTs administered within 90 days prior to the start of employment.

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

(2) TB screening documentation will be required by the responsible Base Defense Operations Center (BDOC) prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in positions where they are working with food or water production and distribution shall have current Typhoid and Hepatitis "A" (full series) vaccinations, in addition to the TB tests required above.

(a) At least the first inoculation in the Hepatitis "A" series must be given prior to the start of employment, with continuation and completion of the inoculation series. The Typhoid inoculation must be completed within two years prior to the date of employment in the food and water service capacity.

(i) Once the complete Hepatitis "A" vaccination series is completed, it does not have to be repeated.

The Typhoid vaccination requires a booster immunization every three years.

(ii) Proof of individual employee vaccinations shall be provided to the Contracting Officer and maintained by the Contractor for examination by the Contracting Officer.

(END)

The following have been deleted:

AI 22.1

AI 23.1

AI 25.2

AI 25.3

AI 25.4

AI 52.6

252.225-7040

Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States MAR 2008

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 27-Jul-2009		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5367		CODE HTC711		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EVERGREEN HELICOPTERS, INC RATH, DAVID 3850 THREE MILE LN MCMINNVILLE OR 97128-9496				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				<input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. HTC711-09-D-0023			
				<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 03-Apr-2009			
CODE 4E581		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Contract Terms and Conditions - Commercial Items (Feb 2007)							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: tchackkr091952 A. The purpose of this modification is to add mandatory clauses required by JCC-I/A (Joint Contracting Command - Iraq/Afghanistan) and to update other JCC-I/A clauses. B. All other terms and conditions remain unchanged as a result of this modification. There is no change in contract price.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print) RICK JOHNSON, DIRECTOR				15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Elaine M. Hayes			
15B. CONTRACTOR/OFFEROR CORPORATE CONTRACTS				15C. DATE SIGNED 8-5-2009			
(Signature of person authorized to sign)				15D. UNITED STATES OF AMERICA BY Elaine M. Hayes (Signature of Contracting Officer)			
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84				16C. DATE SIGNED 5 Aug 09			

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 27-Jul-2009		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357		CODE HTC711		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EVERGREEN HELICOPTERS, INC RATH, DAVID 3850 THREE MILE LN MC MINNVILLE OR 97128-9496				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HTC711-09-D-0023			
				X 10B. DATED (SEE ITEM 13) 03-Apr-2009			
CODE 4E581		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
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B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Contract Terms and Conditions - Commercial Items (Feb 2007)							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: tchackkr091952 A. The purpose of this modification is to add mandatory clauses required by JCC-I/A (Joint Contracting Command - Iraq/Afghanistan) and to update other JCC-I/A clauses. B. All other terms and conditions remain unchanged as a result of this modification. There is no change in contract price.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Elaine M. Hayes TEL: 618-256-6673 EMAIL: elaine.hayes@ustranscom.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)		16C. DATE SIGNED	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been added by full text:

952.225-0002

In accordance with AI 25.1103-102, JCC-I/A clause 952.225-0002, Armed Personnel Incident Reports, shall be included in all contracts with place of performance in Iraq or Afghanistan.

952.225 - 0002 – ARMED PERSONNEL INCIDENT REPORTS**JCC-I/A CLAUSE 952.225-0002****ARMED PERSONNEL INCIDENT REPORTS
(MAR 2009)**

(a) All contractors and subcontractors in the Multi-National Forces-Iraq (MNF-I) or Combined Joint Task Force (Afghanistan) theater of operations shall comply with and shall ensure that their personnel supporting MNF-I or CJTF forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective MNF-I or CJTF Commanders relating to force protection and safety.

(b) **IRAQ:** Contractors shall provide all incidents and use of weapons firing incidents to the MNC-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; DSN 318-435-2369; Iraqna 0044 203 286 9851 or 0044 203 239 5894; or Skype: MNCICONOC.

(c) **AFGHANISTAN:** Contractors shall report all incidents and use of weapons through their Contracting Officers who will notify the JOC Watch at Bagram AB. (JOC SHIFT DIRECTOR, DSN: 318-431-4116; SVOIP: 431-7108) Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The JOC Watch duty officer will issue guidance for further reporting requirements.

(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)

952.225-0010

In accordance with AI 25.1103-110, JCC-I/A clause 952.225-0010, Contractor Employee Legal Requirements, shall be included in all service and construction contracts with performance in Iraq or Afghanistan.

952.225-0010 – CONTRACTOR EMPLOYEE LEGAL REQUIREMENTS

JCC-I/A CLAUSE 952.225-0010

CONTRACTOR EMPLOYEE LEGAL REQUIREMENTS

(MAR 2009)

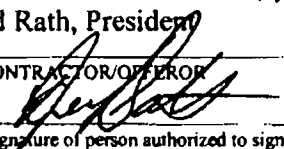

- (a) The contractor shall not employ, nor allow a subcontractor to employ, any person that has ever been convicted, in any U.S. court, including a court-martial, of any crime against an Iraqi and/or an Afghan national, regardless of the place at which the crime occurred.
- (b) For the purpose of this clause, "crime" is defined as: "a violation of a law in which there is injury to the public or a member of the public and a term in jail or prison, and/or a fine as possible penalties." Further, the crime must be an offense that could be classified as a Class B misdemeanor, or any higher class up to a Class A felony, as referenced at 18 USC §3559.
- (c) Contractors shall exercise effective screening processes to ensure that individuals not conforming to this standard are identified and prohibited from, or removed from (if already employed) working under this contract.
- (d) Contractor employees discovered to have one of more prior convictions as described above shall be removed from the contract at the contractor's expense.
- (e) Failure to adhere to the requirements of this clause could result in a termination for cause or termination for default, in accordance with the terms and conditions of this contract.

The following have been deleted:

AI 25.1

DFARS DEVIATION 2007-O0004

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 20
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE 06-Oct-2009		4. REQUISITION/PURCHASE REQ. NO.
6. ISSUED BY CODE HTC711 USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357		7. ADMINISTERED BY (If other than item 6) CODE See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EVERGREEN HELICOPTERS, INC RATH, DAVID 3850 THREE MILE LN MC MINNIVILLE OR 97128-9496		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. HTC711-09-D-0023		
		X 10B. DATED (SEE ITEM 13) 03-Apr-2009		
CODE 4E581		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
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A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
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X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-49C) Contract Terms and Conditions - Commercial Items (Feb 2007)				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: tcifites092452 A. The purpose of this modification is to: 1. add language to the PWS, 4.12.9 to include daily SITREP reports. 2. incorporate Ft. Benning CRC website into the Vetting language of the contract. 3. add operational readiness language to the PWS, 1.1.7. 4. add/update mandated JCC-I/A Clauses. 5. change para 1.2.9 of the PWS to reflect 6 days per month for scheduled/unscheduled maintenance. 6. change para 1.3.3 of the PWS to align with DFARs Clause 252.225-7040. B. There is no change in contract price. C. All other terms and conditions remain unchanged as a result of this modification.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) David Rath, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Elaine M. Hayes TE: 618-256-6673 EMAIL: elaine.hayes@ustrancom.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 16 October 2009		16C. DATE SIGNED 16 Oct 09
		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been added by full text:

952.222-0009

952.225-0009 – MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED EMPLOYEES

JCC-I/A CLAUSE 952.225-0009

MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED EMPLOYEES (MAR 2009)

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

(1) Contractors may utilize a testing method of either a chest x-ray or TB skin test (TST).

(i) Chest x-rays shall be taken and TB tests administered within 90 days prior to the start of employment.

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

(2) TB screening documentation will be required by the responsible Base Defense Operations Center (BDOC) prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in positions where they are working with food or water production and distribution shall have current Typhoid and Hepatitis "A" (full series) vaccinations, in addition to the TB tests required above.

(a) At least the first inoculation in the Hepatitis "A" series must be given prior to the start of employment, with continuation and completion of the inoculation series. The Typhoid inoculation must be completed within two years prior to the date of employment in the food and water service capacity.

(i) Once the complete Hepatitis "A" vaccination series is completed, it does not have to be repeated.

The Typhoid vaccination requires a booster immunization every three years.

(ii) Proof of individual employee vaccinations shall be provided to the Contracting Officer and maintained by the Contractor for examination by the Contracting Officer.

(END)

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)

The following have been modified:

952.222-0001

JCC-I/A CLAUSE 952.222-0001

PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS

(JUL 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)

ATTACHMENT 1 - PWS

PERFORMANCE WORK STATEMENT (PWS) ROTARY WING TRANSPORT September 26, 2008

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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 up to 14 medium- and heavy-lift rotary wing transport of Class I-X supplies, U.S. Mail and passengers. The Government anticipates establishing hub airfields at the locations listed below. The International Civil Aeronautics Organization (ICAO) identifier for each location is listed below:

Jalalabad Airfield	OAJL
Kandahar Airfield	OAKN
Bagram Airfield	OAIX
Sharana Airfield	OASA
Salerno Airfield	no ICAO designator

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

1.1.1. Missions will be scheduled at least twenty-four (24) hours in advance, unless otherwise agreed to by the contractor and Contracting Officer Representative (COR). Weather and aircraft maintenance will be considered when scheduling missions. If tasked by DoD, contractor is authorized to remain overnight (RON) at other locations. DoD is responsible for providing support when RONing elsewhere.

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

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

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

Distances in minutes based on 110 KTGs:

Jalalabad to furthest point - 132 minutes

Kandahar to furthest point - 130 minutes

Bagram to furthest point - 119 minutes

Sharana to furthest point - 163 minutes

Salerno to furthest point - 99 minutes

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

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

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

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

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

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

1.1.5. Schedule Reliability.

1.1.5.1. The contractor's schedule reliability rate shall be computed per calendar month by subtracting the total number of contractor-controllable delays during the month, from the contractor's total number of scheduled originating and turnaround station departures in that period, and dividing the remainder by the contractor's total number of scheduled originating and turnaround station departures for the period.

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

1.1.5.3. The contractor shall maintain an 85 percent schedule reliability rate as the minimum acceptable standard of performance, based on 30 or more departures from originating or turnaround stations during a calendar month period. Where volume is less than 30 departures, reliability will be reviewed on a case-by-case basis. Failure to maintain an 85 percent schedule reliability rate will be reason for termination, pursuant to the Contract Clause entitled "Termination for Cause." However, nothing in this paragraph shall limit the right of the Government to terminate this contract for cause for other reasons or to limit any other rights and remedies provided the Government by law or under this contract.

1.1.6. Weather. If the contractor fails to complete a route due to poor weather, he will be compensated for all complete legs flown, and for the leg being flown when mission was aborted, if the Government determines that the contractor had flown more than 50 percent of the distance between destinations on that leg. If the contractor departs on a transport mission and is unable to reach a destination due to poor weather, he will not be penalized. The contractor should return to the point of origin (hub) or nearest safe location, until the weather improves. Missions not completed due to poor weather will be rescheduled at the satisfaction of the government. For the contractor to refuse to fly a transport mission, due to marginal weather conditions, the weather must be such that no other helicopters are flying in the same area, specifically ceilings below 700 feet and visibility less than two nautical miles. The contractor is required to follow the weather requirements per the Afghanistan Aviation Procedures Guide (APG), under the Low Risk spectrum. Aircraft are to operate in accordance with Federal Aviation Regulations which take precedence over the APG, unless the APG is more restrictive, in which case it will apply when classifying weather criteria. The contractor must be prepared to fly in the following Fahrenheit temperatures:

BAGRAM	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANN
EXTREME MAX	59	66	81	88	97	100	104	104	95	90	75	64	104
MEAN DAILY MAX	47	53	66	75	82	93	96	95	87	77	61	52	74
MEAN	38	42	54	62	68	79	83	82	72	61	48	40	61
MEAN DAILY MIN	29	32	41	49	54	65	69	68	57	45	34	27	48
EXTREME MIN	18	21	21	36	39	52	57	57	45	32	23	14	14
KANDAHAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANN
EXTREME MAX	74	81	95	99	100	112	120	120	95	90	75	64	115
MEAN DAILY MAX	62	68	80	85	95	108	111	110	102	92	76	67	89
MEAN	53	57	69	77	83	94	98	97	87	76	63	55	76
MEAN DAILY MIN	24	47	70	64	69	80	84	83	72	60	49	42	63
EXTREME MIN	33	36	36	51	54	67	72	72	60	47	38	29	29
SHARANA	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANN
EXTREME MAX	70	86	79	91	108	109	99	97	99	97	75	70	109
MEAN DAILY MAX	57	62	67	81	88	95	94	91	93	77	71	61	78
MEAN	48	52	59	72	78	85	86	81	80	65	59	51	68
MEAN DAILY MIN	38	43	50	63	68	74	78	71	67	54	47	40	58
EXTREME MIN	28	30	32	50	52	59	68	54	59	46	43	28	28
JALALABAD	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANN
EXTREME MAX	77	90	93	105	114	120	118	119	112	100	91	78	120
MEAN DAILY MAX	61	65	73	81	93	105	104	101	96	87	73	63	83
MEAN	47	52	62	71	82	91	91	90	83	73	59	49	71
MEAN DAILY MIN	37	43	52	59	67	77	81	80	72	58	44	37	59
EXTREME MIN	14	20	28	36	43	56	54	50	42	26	23	20	14
SALERNO	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANN
EXTREME MAX	72	73	87	99	104	108	107	100	101	92	84	72	108
MEAN DAILY MAX	56	59	67	75	85	96	93	91	87	79	68	59	76

MEAN	41	46	54	62	72	83	82	80	74	64	51	42	63
MEAN DAILY MIN	30	35	44	50	58	68	71	71	62	52	38	31	51
EXTREME MIN	17	13	26	37	42	55	61	59	45	38	22	22	13

1.1.7. Operational Readiness

1.1.7.1 Each aircraft is allowed 6 days per month for scheduled/unscheduled maintenance. Each day the aircraft is NMC (Non Mission Capable) after the 6th day, payment will be prorated by deducting 1/30th of the monthly service rate regardless of the number of days in the month. If the aircraft fleet, per location, flies the maximum number of hours a month (# of aircraft x 150 hours a month) no deduction will be taken from the monthly rate for any aircraft. If any aircraft is not available for an entire month, no monthly service fee for that aircraft will be paid. If an aircraft becomes FMC (Fully Mission Capable) after all flying/missions are completed for the day, no payment for monthly service will be paid for that aircraft for that day. Any day an aircraft is not FMC for carrier controlled reasons, no monthly service payment will be made for that day. If there are extenuating circumstances, the NMC days can be waived on a case-by-case basis. It is the contractor's responsibility to report when an aircraft becomes FMC.

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

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

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

1.2.3. Safety. Each helicopter must meet, at a minimum, United States aviation safety requirements as established by the Federal Aviation Administration (FAA), Federal Aviation Regulation 133 and 135 or equivalent CAA regulation and applicable DoD and Department of the Army (DA) rules and regulations. It is the Contractor's responsibility to ensure additional survival equipment appropriate for the environment and mission meets or exceeds FAR Part 133 and 135 or equivalent CAA regulation. Contractor must operate under Visual Flight Rules (VFR) and follow the guidelines referenced in para 1.1.6.

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

<http://www.amc.af.mil/library/businesscustomers.asp>

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

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

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

1.2.8. Payloads.

1.2.8.1. At MSL, Payload Range for Medium-Lift Aircraft: Minimum requirements are for the movement of 8 passengers or 3000 pounds internal load or 5000 pounds external load. At 7,000 ft MSL, 20 degrees Celsius, minimum payload requirement is 2,000 lbs.

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

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

1.2.9. Estimated flying hours is 150 hours per aircraft for 24 days per month (1800 hours per year) and allows 6 days per month for scheduled/unscheduled maintenance. Missions will average six flight hours per day.

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

1.2.10. Insurance. The contractor shall procure and maintain a level of insurance coverage commensurate with the commercial standard and in accordance with the host nation's statutory limits during the entire period of performance under this contract.

1.3 Personnel Requirements.

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

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

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

1.4 Support Operations.

1.4.1. Maintenance. The contractor shall perform both scheduled and unscheduled maintenance. Maintenance may occur on US Military installations with prior coordination and the express permission of the Government. Contractors must be aware that if their helicopter blocks the landing area of a US base for more than the allotted 30 minutes of ground time to unload, the helicopter may, if circumstances dictate, be forcibly moved by US personnel and that in this event the helicopter may be damaged or destroyed. The contractor will provide all parts, labor, and expertise necessary to complete required maintenance tasks. Maintenance down-time will be coordinated between the contractor and the customer or COR. The contractor shall provide a timetable for scheduled maintenance and an estimated completion time for unscheduled maintenance.

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

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

1.5 Passenger Service.

1.5.1. The Government estimates the movement of 2500 passengers monthly across the operating area, although this is not a guarantee and actual workload may not correspond to this estimate. The actual number of passengers will be determined by cargo, distance, altitude, and temperature at the desired location.

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

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

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

1.5.5. 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 schedule reliability rating in accordance with paragraph 1.1.5.3.

1.6. Cargo Service.

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

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

2. SERVICE DELIVERY SUMMARY

Performance Objective	PWS Paragraph	Performance Threshold
Schedule and Perform all missions	1.5.1 – 1.5.4 & 1.6.1 – 1.6.2	85% of Missions Completed as Scheduled
Take appropriate actions to de-conflict airspace	1.1.2.3.	100% of Missions
Contractor shall not allow unauthorized personnel or cargo on board.	1.5.2.	100% of Missions
Maintain accurate records.	1.2.5. and 4.12.1.	100% of Records Inspected

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

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

3.2 Utilities. The Government will provide utilities for office and working space at each hub location. The utilities provided shall be equivalent to those provided to other military and tenant organizations—no special or unique requirements will be supported. Due to limited office space at some hub airfields, the contractor may be responsible for providing its own office and working space, in which case the contractor shall coordinate with the local functional engineering team to obtain approval for its office/working space structure. Electricity, water (potable or non-potable), sewer and telephone will be provided at all hubs. Class A lines may not be available at all locations. Internet access and/or e-mail are available at all locations based on requirements and availability.

3.3. Fuel. The government will supply the same fuel US forces are using in current operations for all the helicopters. The contractor can expect JP-8 fuel to be provided. The Government will not make accommodations for unique fuel requirements (i.e. TS-1) and will not supply filtration or other systems to support contract rotary wing operations. Fuel will only be provided at the origin of the mission or other Government-designated bases, if available. Fuel may be dispensed at the destination FOBs or Combat Outposts with prior coordination **or in other than hub areas**. Fuel consumed as a result of the contractor's determining to replace or swap out helicopters shall not be provided by the Government.

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

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

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

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

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

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

3.10. Maintenance Resources

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

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

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

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

- (1) Access to an overhead crane assembly with a free clearance height of 25 feet and a rated working capacity of at least 3,500 pounds.
- (2) Forklift capability with a height range of 18 feet and a lift capacity of 5,000 pounds
- (3) Light sources for nighttime maintenance (some FOBs do not allow white light maintenance on the flightline, however an MOU will provide the equipment or contractor brings own equipment)
- (4) Fresh water washing facilities at all operating hubs

3.11. Contractor will be provided access to secure communications.

4. GENERAL INFORMATION

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

4.2. Security.

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

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

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

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

4.2.5. Personnel Security Clearance. Upon contract award, security clearance applications for all required personnel shall be completed in accordance with DOD 5220.22-M, paragraph 2-100 and instructions received from

the cognizant Defense Industrial Security Officer (DISO), Defense Security Service (DSS). All required clearance actions shall be forwarded to the cognizant DISO.

4.2.6. Operations Security (OPSEC). The contractor shall be responsible for OPSEC procedures when operating missions for the DOD to include safeguarding critical information. Training will be provided at the applicable base installation at the time of contract performance. Information such as flight schedules, hotels where crews are staying, return trips, and other facts about the international mission shall be kept close hold and only communicated to persons who have a need to know this information. Flight crews should be aware of persons who are seeking information about the contractor, flights, etc. They should seek to maintain a low profile while operating DOD missions. If the contractor has questions about OPSEC they can be addressed either to the Contracting Officer Representative or the Air Mobility Division, Al-Udeid, Qatar. No imagery or verbal relays of U.S. forces or their positions is permitted.

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

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

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

4.3. Force Protection

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

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

4.4. Quality Control

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

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

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

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

4.5.2. Geneva Convention Identity Card (DD Form 489) (hereafter referred to as the Geneva Conventions Card) and Common Access Cards (CAC): Civilian noncombatant personnel authorized to accompany military forces of the US into regions of war will be issued a Geneva Conventions Card in accordance with

procedures established in AFI 36-3026(I), Identification Cards for Members of the Uniformed Services, their Family Members, and Other Eligible Personnel and a CAC Card. Contractor personnel will be required to have access to the Contractor Verification System (CVS) to process CAC card applications. The CVS website is <https://www.dmdc.osd.mil/appj/cvs/login>. Contractor is required to provide USTRANSCOM/TCAQ with their name, social security number, date of birth and e-mail address in order to be entered into CVS. TCAQ will provide username and password to contractor employee for submittal of application for CAC card. CVS allows contractor to be issued a CAC card from any DEERS office before going overseas. USFOR-A will process any line badge requirements at Bagram.

4.5.3. Personnel Authorized To Receive The Geneva Conventions Card: Contractor personnel employed by the contractor for performance of this contract will be issued this card. The Geneva Conventions Card will be issued by USFOR-A Aviation, Bagram Afghanistan, to the following company personnel: aircrew personnel designated to operate company aircraft in the performance of this contract; ground support personnel assigned to Bagram in support of this contract; selected supervisory personnel, subject to deployment overseas and responsible for overall supervision of the company's performance of this contract.

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

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

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

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

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

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

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

4.12. Required Reports

4.12.1. Daily Log. The contractor will maintain a daily record of all scheduled and completed missions. The log shall be maintained by the contractor's aircrew for each mission and shall detail the number of passengers moved and/or the internal and external cargo load information for each destination. This log will include entries that will code reasons missions were not performed as scheduled to include (weather, maintenance, threat, safety, etc) and who authorized the mission cancellation. USFOR-A will provide the GO/NO GO Risk Assessment format to the contractor. This form will be filled out prior to every mission and kept on file for 30 days, then transferred to the COR or CO every 30 days or upon receipt/inspection. A Government representative will sign this log upon loading and unloading the aircraft, verifying the cargo was successfully transported. The contractor shall make these records available to the CO, COR and FAA on a regular basis as determined by the CO.

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

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

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

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

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

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

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

4.12.8. Administrative Reporting. The contractor will provide the following reports to the COR: Aircraft Daily Status, Maintenance Flow Chart, Aircraft on Ground (AOG) Tracker and Test, Measurement and Diagnosis Equipment (TDME) Report, and weekly personnel accountability roll up to include billeting locations and upcoming rotations. The Government will utilize the reports for planning purposes to manage the tasking of aircraft prior to scheduled maintenance.

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

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 (slingload and internal load).

Hostile Act – An act of war.

Hub – Locations from which contractors will start assigned missions.

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

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

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

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

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

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

VETTING LANGUAGE

VETTING: The contractor shall establish a system to ensure that all personnel meet the qualifications set forth herein. Additionally, the contractor is responsible for ensuring that all personnel have no criminal history. The contractor shall ensure that all contractor personnel who work under this contract either in and out process through CRC Fort Benning or go through contractor provided screening equivalent to the requirements of CRC Fort Benning (if approved by the Contracting Officer). Contractors should assume all personnel will be trained via Government provided training. However, if time is of the essence, the contractor may request and receive approval to attend non-government sponsored pre-deployment training. The contractor is responsible for remaining current on CRC pre and post deployment standards. After personnel have been vetted, the contractor shall submit a Letter of Authorization for each member. The contractor shall receive a signed Letter of Authorization for their workforce before they begin deployment.

Access the below website to obtain requirements of CRC Fort Benning for Emergency Essential personnel deploying to the CENTCOM AOR, to include required vaccinations/immunizations, equipment lists, etc.

<https://www.benning.army.mil/crc/>

(END)

The following have been deleted:

952.225-0010

MEDICAL SCREENING CLAUSE

252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed JAN 2009
Forces Deployed Outside the United States

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE 01-Dec-2009		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY USTRANSCOM-AQ - HTC711 506 SCOTT DR SCOTT AFB IL 62225-5367		CODE HTC711		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EVERGREEN HELICOPTERS, INC RATH, DAVID 3850 THREE MILE LN MCMINNVILLE OR 97125-9486				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HTC711-09-D-0023			
				X 10B. DATED (SEE ITEM 13) 03-Apr-2009			
CODE 4E581		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: tchacklr10302 A. The purpose of this modification is to exercise option year one. The contract period is hereby extended through 30 November 2010. B. CLINs 1200 through 1500, including all SUBCLINs thereto, are hereby awarded and are applicable for payment through the option period. C. The total cost of this contract was increased by \$32,628,000.00 from \$25,570,000.00 to \$58,098,000.00. D. All other terms and conditions remain unchanged as a result of this modification.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARIE T. PENDERGAST / CONTRACTING OFFICER TEL. 618-229-6669 EMAIL: marie.pendergast@ustranscom.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA <i>Marie T. Pendergast</i> (Signature of Contracting Officer)		16C. DATE SIGNED 01-Dec-2009	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$32,528,000.00 from \$25,570,000.00 (EST) to \$58,098,000.00 (EST).

SUPPLIES OR SERVICES AND PRICES

CLIN 1200

The option status has changed from Option to No Status.

CLIN 1201

The option status has changed from Option to No Status.

CLIN 1300

The option status has changed from Option to No Status.

CLIN 1400

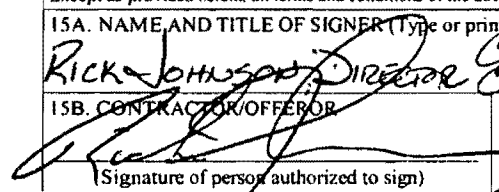
The option status has changed from Option to No Status.

CLIN 1500

The option status has changed from Option to No Status.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 15	
2. AMENDMENT/MODIFICATION NO P00006		3. EFFECTIVE DATE 22-Jan-2010		4. REQUISITION/PURCHASE REQ NO.		
6. ISSUED BY USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AF9 IL 62225-9357		CODE HTC711		7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EVERGREEN HELICOPTERS, INC RATH, DAVID 3850 THREE MILE LN MCMINNVILLE OR 97128-9486				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. HTC711-09-D-0023		
				X 10B. DATED (SEE ITEM 13) 03-Apr-2009		
CODE 4E581		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4(c) Contract Terms and Conditions - Commercial Items (Feb 2007)						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: 1c1fites10685						
A. The purpose of this modification is to:						
1. Incorporate language changes to the Performance Work Statement (PWS) in Paragraphs 1.1, 1.1.2, 1.1.5, 1.1.7, 1.2.5, 1.3.1, 1.5.1, 1.5.5, 1.6.1, 2, 4.2.6, 4.2.7, & 4.12.7.						
2. Add Paragraph 1.3.4, Training to the PWS.						
B. There is no change in contract price.						
C. All other terms and conditions remain unchanged as a result of this modification.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect						
15A. NAME AND TITLE OF SIGNER (Type or print) RICK JOHNSON, Director CONTRACTS				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Elaine M. Hayes		
15B. CONTRACT/OFFER NO.				16B. UNITED STATES OF AMERICA		
15C. DATE SIGNED 28 JAN 2010				16C. DATE SIGNED 28 Jan 2010		
15D. SIGNATURE OF PERSON AUTHORIZED TO SIGN <i>[Signature]</i>				16D. SIGNATURE OF CONTRACTING OFFICER <i>[Signature]</i>		
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84				STANDARD FORM 30 (Rev 10-83)		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 15	
2. AMENDMENT/MODIFICATION NO. P00006		3. EFFECTIVE DATE 22-Jan-2010		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357		3. EFFECTIVE DATE HTC711		7. ADMINISTERED BY (If other than item 6) CODE See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EVERGREEN HELICOPTERS, INC RATH, DAVID 3850 THREE MILE LN MCMINNVILLE OR 97128-9496				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HTC711-09-D-0023			
				X 10B. DATED (SEE ITEM 13) 03-Apr-2009			
CODE 4E581		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4(c) Contract Terms and Conditions - Commercial Items (Feb 2007)							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: tcifites10685 A. The purpose of this modification is to: 1. Incorporate language changes to the Performance Work Statement (PWS) in Paragraphs 1.1, 1.1.2, 1.1.5, 1.1.7, 1.2.5, 1.3.1, 1.5.1, 1.5.5, 1.6.1, 2, 4.2.6, 4.2.7, & 4.12.7. 2. Add Paragraph 1.3.4. Training to the PWS. B. There is no change in contract price. C. All other terms and conditions remain unchanged as a result of this modification.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) RICK JOHNSON, DIRECTOR CORPORATE CONTRACTS				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Elaine M. Hayes TEL: 618-256-6673 EMAIL: elaine.hayes@ustranscom.mil			
15B. CONTRACTOR/OFFEROR 		15C. DATE SIGNED 28 JAN 2010		16B. UNITED STATES OF AMERICA BY		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

ATTACHMENT 1 - PWS

PERFORMANCE WORK STATEMENT (PWS)

ROTARY WING TRANSPORT

January 19, 2010

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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 medium and heavy lift rotary wing transport of Class I-X supplies, U.S. Mail and passengers. The Government anticipates establishing hub airfields at the locations listed below. The International Civil Aeronautics Organization (ICAO) identifier for each location is listed below:

Jalalabad Airfield	OAJL
Kandahar Airfield	OAKN
Bagram Airfield	OAFX
Sharana Airfield	OASA
Salerno Airfield	no ICAO designator

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

1.1.1. Missions will be scheduled at least twenty-four (24) hours in advance, unless otherwise agreed to by the contractor and Contracting Officer Representative (COR). Weather and aircraft maintenance will be considered when scheduling missions. If tasked by DoD, contractor is authorized to remain overnight (RON) at other locations. DoD is responsible for providing support when RONing elsewhere.

1.1.2. The contractor shall coordinate all airlift movements with the Joint Sustainment Command – Afghanistan (JSC-A).

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

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

Distances in minutes based on 110 KTGs:

Jalalabad to furthest point - 132 minutes
Kandahar to furthest point - 130 minutes
Bagram to furthest point - 119 minutes
Sharana to furthest point - 163 minutes
Salerno to furthest point - 99 minutes

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

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

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

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

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

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

1.1.5. Reserved.

1.1.6. Weather. If the contractor fails to complete a route due to poor weather, he will be compensated for all complete legs flown, and for the leg being flown when mission was aborted, if the Government determines that the contractor had flown more than 50 percent of the distance between destinations on that leg. If the contractor departs on a transport mission and is unable to reach a destination due to poor weather, he will not be penalized. The contractor should return to the point of origin (hub) or nearest safe location, until the weather improves. Missions not completed due to poor weather will be rescheduled at the satisfaction of the government. For the contractor to refuse to fly a transport mission, due to marginal weather conditions, the weather must be such that no other helicopters are flying in the same area, specifically ceilings below 700 feet and visibility less than two nautical miles. The contractor is required to follow the weather requirements per the Afghanistan Aviation Procedures Guide (APG), under the Low Risk spectrum. Aircraft are to operate in accordance with Federal Aviation Regulations which take precedence over the APG, unless the APG is more restrictive, in which case it will apply when classifying weather criteria. The contractor must be prepared to fly in the following Fahrenheit temperatures:

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

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

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

JALALABAD	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANN
EXTREME MAX	77	90	93	105	114	120	118	119	112	100	91	78	120

Handwritten signature/initials

MEAN DAILY MAX	61	65	73	81	93	105	104	101	96	87	73	63	83
MEAN	47	52	62	71	82	91	91	90	83	73	59	49	71
MEAN DAILY MIN	37	43	52	59	67	77	81	80	72	58	44	37	59
EXTREME MIN	14	20	28	36	43	56	54	50	42	26	23	20	14

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

1.1.7. Operational Readiness

1.1.7.1 Each aircraft is allowed 6 days per month for scheduled/unscheduled maintenance. Each day the aircraft is NMC (Non Mission Capable) after the 6th day, payment will be prorated. Proration will be calculated by dividing the monthly service rate by the number of days in the month and then multiplying this amount by the number of NMC days. Billable days will be calculated by subtracting the 6 given maintenance days (if applicable) from the actual number of NMC days and then subtracting this total from the number of days in the month. If the aircraft fleet, per location, flies the maximum number of hours a month (# of aircraft x 150 hours a month) no deduction will be taken from the monthly rate for any aircraft. If any aircraft is not available for an entire month, no monthly service fee for that aircraft will be paid. If an aircraft becomes FMC (Fully Mission Capable) after all flying/missions are completed for the day, no payment for monthly service will be paid for that aircraft for that day. Any day an aircraft is not FMC for carrier controlled reasons, no monthly service payment will be made for that day. If there are extenuating circumstances, the NMC days can be waived on a case-by-case basis. It is the contractor's responsibility to report when an aircraft becomes FMC.

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

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

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

1.2.3. Safety. Each helicopter must meet, at a minimum, United States aviation safety requirements as established by the Federal Aviation Administration (FAA), Federal Aviation Regulation 133 and 135 or equivalent CAA regulation and applicable DoD and Department of the Army (DA) rules and regulations. It is the Contractor's responsibility to ensure additional survival equipment appropriate for the environment and mission meets or exceeds FAR Part 133 and 135 or equivalent CAA regulation. Contractor must operate under Visual Flight Rules (VFR) and follow the guidelines referenced in para 1.1.6.

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

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

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

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

1.2.8. Payloads.

1.2.8.1. At MSL, Payload Range for Medium Lift Aircraft: Minimum requirements are for the movement of 8 passengers or 3000 pounds internal load or 5000 pounds external load. At 7,000 ft MSL, 20 degrees Celsius, minimum payload requirement is 2,000 lbs.

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

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

1.2.9. Estimated flying hours is 150 hours per aircraft for 24 days per month (1800 hours per year) and allows 6 days per month for scheduled/unscheduled maintenance. Missions will average six flight hours per day. Contractor will be required to have an overall 80 percent availability rate daily. At no time will any one location have less than one aircraft fully mission capable.

1.2.10. Insurance. The contractor shall procure and maintain a level of insurance coverage commensurate with the commercial standard and in accordance with the host nation's statutory limits during the entire period of performance under this contract.

1.3 Personnel Requirements.

1.3.1. All aircrew and site managers performing under this contract are required to possess a Secret security clearance unless otherwise waived on a case-by-case basis. Interim clearances are acceptable initially. All other personnel (maintenance, etc) are required to have a National Agency Check with Inquiries (NACI) in order to be issued a CAC. All personnel are required to speak English in a fluent and coherent manner. Personnel performing this contract are considered to be U.S. civilians serving with, employed by, or accompanying the Armed Forces of the United States and coalition forces. The contractor and its employees will be bound to adhere to General Order 1, and any supplements or any successor order.

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

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

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

1.4 Support Operations.

1.4.1. Maintenance. The contractor shall perform both scheduled and unscheduled maintenance. Maintenance may occur on US Military installations with prior coordination and the express permission of the Government. Contractors must be aware that if their helicopter blocks the landing area of a US base for more than the allotted 30 minutes of ground time to unload, the helicopter may, if circumstances dictate, be forcibly moved by US personnel and that in this event the helicopter may be damaged or destroyed. The contractor will provide all parts, labor, and expertise necessary to complete required maintenance tasks. Maintenance down-time will be coordinated between the contractor and the customer or COR. The contractor shall provide a timetable for scheduled maintenance and an estimated completion time for unscheduled maintenance.

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

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

1.5. Passenger Service.

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

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

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

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

1.5.5. 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 1.1.7.



1.6. Cargo Service.

1.6.1. The contractor will deliver cargo from origin to destination. Cargo may consist of CLASS I (Food and Water), CLASS II (General Supplies), CLASS III (Fuel), CLASS IV (Construction Materials), CLASS V (Ammunition—all caliber), CLASS VI (AAFES supplies), CLASS VII (Major End Items), CLASS VIII (Medical Supplies), CLASS IX (Repair Parts), or CLASS X (non-military goods such as humanitarian assistance items). The cargo will be configured for loading inside the cabin of the aircraft or prepared for slingload delivery. The contractor must be prepared to accept cargo in either configuration; internal or slingload. Mail will not be moved by sling load. The contractor will be notified by the Government prior to loading of any cargo of a hazardous, flammable, or explosive nature and any such cargo must be properly documented and certified as per applicable military transport standards. No special licenses or certifications are required to transport any cargo provided by the government.

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

2. SERVICE DELIVERY SUMMARY

Performance Objective	PWS Paragraph	Performance Threshold
Operational Readiness	1.1.7.1 & 1.2.9	Aircraft are available 80% of the month
Take appropriate actions to de-conflict airspace	1.1.2.3.	100% of Missions
Contractor shall not allow unauthorized personnel or cargo on board.	1.5.2.	100% of Missions
Maintain accurate records.	1.2.5. and 4.12.1.	100% of Records Inspected

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

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

3.2 Utilities. The Government will provide utilities for office and working space at each hub location. The utilities provided shall be equivalent to those provided to other military and tenant organizations—no special or unique requirements will be supported. Due to limited office space at some hub airfields, the contractor may be responsible for providing its own office and working space, in which case the contractor shall coordinate with the local functional engineering team to obtain approval for its office/working space structure. Electricity, water (potable or non-potable), sewer and telephone will be provided at all hubs. Class A lines may not be available at all locations. Internet access and/or e-mail are available at all locations based on requirements and availability.

3.3. Fuel. The government will supply the same fuel US forces are using in current operations for all the helicopters. The contractor can expect JP-8 fuel to be provided. The Government will not make accommodations for unique fuel requirements (i.e. TS-1) and will not supply filtration or other systems to support contract rotary wing operations. Fuel will only be provided at the origin of the mission or other Government-designated bases, if available. Fuel may be dispensed at the destination FOBs or Combat Outposts with prior coordination **or in other than hub areas**. Fuel consumed as a result of the contractor's determining to replace or swap out helicopters shall not be provided by the Government.

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

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

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

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

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

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

3.10. Maintenance Resources

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

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

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

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

- (1) Access to an overhead crane assembly with a free clearance height of 25 feet and a rated working capacity of at least 3,500 pounds.
- (2) Forklift capability with a height range of 18 feet and a lift capacity of 5,000 pounds
- (3) Light sources for nighttime maintenance (some FOBs do not allow white light maintenance on the flightline, however an MOU will provide the equipment or contractor brings own equipment)
- (4) Fresh water washing facilities at all operating hubs

3.11. Contractor will be provided access to secure communications.

4. GENERAL INFORMATION

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

4.2. Security.

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



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

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

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

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

4.2.6. Operations Security (OPSEC). The contractor shall be responsible for OPSEC procedures when operating missions for the DOD to include safeguarding critical information. Training will be provided at the applicable base installation at the time of contract performance. Information such as flight schedules, hotels where crews are staying, return trips, and other facts about the international mission shall be kept close hold and only communicated to persons who have a need to know this information. Flight crews should be aware of persons who are seeking information about the contractor, flights, etc. They should seek to maintain a low profile while operating DOD missions. If the contractor has questions about OPSEC they can be addressed to the Contracting Officer Representative.. No imagery or verbal relays of U.S. forces or their positions is permitted.

4.2.7. Contractor Company Personnel And Company Facility Security Officer (FSO). The contractor will appoint a person as the company FSO. The contractor must establish appropriate safeguards to assure that the individuals who are not cleared do not gain access to classified information, material, and Government furnished communications security (COMSEC) equipment. Responsibility for security of classified information, material and COMSEC equipment rests with each individual who is authorized access. The FSO must work closely with the Defense Security Service (DSS) 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 COR when requested.

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

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

4.3. Force Protection



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

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

4.4. Quality Control

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

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

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

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

4.5.2. Geneva Convention Identity Card (DD Form 489) (hereafter referred to as the Geneva Conventions Card) and Common Access Cards (CAC): Civilian noncombatant personnel authorized to accompany military forces of the US into regions of war will be issued a Geneva Conventions Card in accordance with procedures established in AFI 36-3026(I), Identification Cards for Members of the Uniformed Services, their Family Members, and Other Eligible Personnel and a CAC Card. Contractor personnel will be required to have access to the Contractor Verification System (CVS) to process CAC card applications. The CVS website is <https://www.dmdc.osd.mil/appj/cvs/login>. Contractor is required to provide USTRANSCOM/TCAQ with their name, social security number, date of birth and e-mail address in order to be entered into CVS. TCAQ will provide username and password to contractor employee for submittal of application for CAC card. CVS allows contractor to be issued a CAC card from any DEERS office before going overseas. USFOR-A will process any line badge requirements at Bagram.

4.5.3. Personnel Authorized To Receive The Geneva Conventions Card: Contractor personnel employed by the contractor for performance of this contract will be issued this card. The Geneva Conventions Card will be issued by USFOR-A Aviation, Bagram Afghanistan, to the following company personnel: aircrew personnel designated to operate company aircraft in the performance of this contract; ground support personnel assigned to Bagram in support of this contract; selected supervisory personnel, subject to deployment overseas and responsible for overall supervision of the company's performance of this contract.

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

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

4.8. Flying In Controlled Airspace. All contract flights shall fly over established airways, domestic or international, and in controlled airspace. Exceptions may be made to this requirement where it is impractical to

follow airways or fly in controlled airspace, provided airways are intersected at the first practical point and departed at the last practical radio navigational fix near destination, or when area controller established airways do not exist within a flight information region. Economic considerations will not justify deviation from this procedure.

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

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

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

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

4.12. Required Reports

4.12.1. Daily Log. The contractor will maintain a daily record of all scheduled and completed missions. The log shall be maintained by the contractor's aircrew for each mission and shall detail the number of passengers moved and/or the internal and external cargo load information for each destination. This log will include entries that will code reasons missions were not performed as scheduled to include (weather, maintenance, threat, safety, etc) and who authorized the mission cancellation. USFOR-A will provide the GO/NO GO Risk Assessment format to the contractor. This form will be filled out prior to every mission and kept on file for 30 days, then transferred to the COR or CO every 30 days or upon receipt/inspection. A Government representative will sign this log upon loading and unloading the aircraft, verifying the cargo was successfully transported. The contractor shall make these records available to the CO, COR and FAA on a regular basis as determined by the CO.

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

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

4.12.3. Notice Of Accidents -- All Carrier Operations: When a contractor's aircraft is involved in any accident, DOD or otherwise, the contractor shall transmit the information in paragraph above to HQ AMC/A34B, Scott AFB IL (618) 229-4801. Incidents are reportable to HQ AMC/A34B only when they occur on a DOD charter. Accident



and incident information should be provided on the next business day by the most expeditious means available. Accidents and incidents are defined in 49 CFR, Part 830.

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

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

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

4.12.7. Spotlighting and Hostile Event Reports: Timely threat reporting is essential to safe aircraft operations. In the event a contractor is illuminated or "spotlighted," or is fired upon in the air or on the ground, the crew shall note the date, time, and approximate area from which the event originated. All incidents, including any hostile action (potential or realized) directed at the aircraft, shall be reported immediately to the cognizant air traffic control agency. Additionally, upon landing, at the first airfield or airbase with a US military presence, the crew shall notify the base operations center of the occurrence. The contractor shall also notify the COR immediately of any information regarding a threat to an aircraft, or of any attempts to elicit information from the crew on their mission or cargo. The contractor shall also report any incidents to USTRANSCOM/TCAQ during the next business day.

4.12.8. Administrative Reporting. The contractor will provide the following reports to the COR: Aircraft Daily Status, Maintenance Flow Chart, Aircraft on Ground (AOG) Tracker and Test, Measurement and Diagnosis Equipment (TDME) Report, and weekly personnel accountability roll up to include billeting locations and upcoming rotations. The Government will utilize the reports for planning purposes to manage the tasking of aircraft prior to scheduled maintenance.

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

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 (slingload and internal load).



Hostile Act – An act of war.

Hub – Locations from which contractors will start assigned missions.

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

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

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

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

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

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

(End of Summary of Changes)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
J
2. ALL (2) PAGES
1 11

3. AMENDMENT/MODIFICATION NO.
P000007

15. EFFECTIVE DATE
28 Feb 2010

4. REQUESTION PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUANCE BY

1003

HTC711

7. ADMINISTERED BY (If different from 6)

CONF

8. REQUESTOR NAME AND ADDRESS
503 SCOTT DR
SCOTT AFB IL 62255-5557

See item 6

9. NAME AND ADDRESS OF CONTRACTOR (Name, Street, County, State and Zip Code)

EVERGREEN HELICOPTERS INC
RATH DAVID
1850 PHILEAS LN
MCMINNVILLE OR 97133-2404

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 9BA. MOD. OF CONTRACT ORDER NO.
HTC711-09-D-0025

X 9B. DATED (SEE ITEM 11)

03-Apr-2009

CODE 4E581

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer

is extended

☐ is not extended

Offer must be received by the hour and date specified in the solicitation or as amended by one of the following methods:

- (a) By completing items 8 and 15, and returning: (1) By acknowledging receipt of this amendment on each copy of the offer submitted;
- (b) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by voice (this amendment just desire to change an offer already submitted, such change may be made by telegram or letter provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 14

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A

B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.212-4(c) Contract Terms and Conditions - Commercial Items (Feb 2007)

D. OTHER (Specify type of modification and authority)

F. IMPORTANT: Comment

☐ is not

☒ is required to sign this document and return

1 copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: tchac0010953

A. The purpose of this modification is to update the JCC-WA clauses and add ES2 225-0013 and 252.225-7957.

B. There is no change in contract price.

C. All other terms and conditions remain unchanged as a result of this modification.

I accept as provided herein, all terms and conditions of the document referenced in item 9A or 9BA, as hereafter changed, remains unchanged and is full force and effect.

15A. NAME AND TITLE OF SENDER (Type or print)

COIC, WASTE

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Elaine M. Hayes

TEL: 618-216-6673

E-MAIL: elaine.hayes@usisra.com.mil

15B. CONTRACTING OFFICER

15C. DATE SIGNED

15D. UNITED STATES OF AMERICA

15E. DATE SIGNED

(Signature of person authorized to sign)

26 Feb 2010

BY

Elaine M. Hayes

(Signature of Contracting Officer)

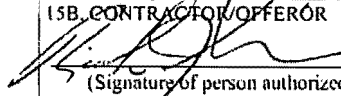
26 Feb 10

EXCEPTION TO SF 30

APPROVED BY OIRM 11-84

10-105-04

STANDARD FORM 30 (Rev. 10-83)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 11	
2. AMENDMENT/MODIFICATION NO. P00007		3. EFFECTIVE DATE 26-Feb-2010		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE USTRANSCOM-AO - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357		7. ADMINISTERED BY (If other than item 6) CODE See Item 6					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EVERGREEN HELICOPTERS, INC RATH, DAVID 3850 THREE MILE LN MCMINNVILLE OR 97128-9498				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HTC711-09-D-0023			
				X 10B. DATED (SEE ITEM 13) 03-Apr-2009			
CODE 4E581		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Contract Terms and Conditions - Commercial Items (Feb 2007)							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: tchackkr10963 A. The purpose of this modification is to update the JCC-I/A clauses and add 952.225-0013 and 252.225-7997. B. There is no change in contract price. C. All other terms and conditions remain unchanged as a result of this modification.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) CORPORATE RICK JOHNSON DIRECTOR CONTRACTS				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Elaine M. Hayes TEL: 618-256-6673 EMAIL: elaine.hayes@ustranscom.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 26 Feb 2010		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been added by full text:

952.225-0009

**JCC-I/A CLAUSE 952.225-0009
MEDICAL SCREENING AND VACCINATION REQUIREMENTS
FOR LOCALLY HIRED EMPLOYEES [IRAQ ONLY]**

JAN2010

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

(1) Contractors may utilize a testing method of either a chest x-ray or TB skin test (TST).

(i) Chest x-rays shall be taken and TSTs administered within 90 days prior to the start of employment.

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

(2) TB screening documentation shall be provided to the responsible Base Defense Operations Center (BDOC) prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in positions where they are working with food or water production and distribution, shall have current Typhoid and Hepatitis "A" (full series) vaccinations, in addition to the TB tests required above.

(c) At least the first inoculation in the Hepatitis "A" series must be given prior to the start of employment, with continuation and completion of the inoculation series. Once the complete Hepatitis "A" vaccination series is completed, it does not have to be repeated.

(1) The Typhoid inoculation must be completed within two years prior to the date of employment in the food and water service capacity. The Typhoid vaccination requires a booster immunization every three years.

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

(End)

952.225-0013



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)

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

(a) The Contractor shall report to the appropriate investigative authorities 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.

(End of clause)

The following have been modified:

952.222-0001

JCC-I/A CLAUSE 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)

952.225-0001

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 2007-00010, *Contractor Personnel in the United States Central Command Area of Responsibility*
- (5) USFOR-A, FRAGO 09-206, *Outlines Management of Armed Contractors and Private Security Companies Operating in the Combined Joint Operating Area - Afghanistan (CJOA-A)*
- (6) USF-I OPOD 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

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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 USCENTCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited. In the event of a suspension or an exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period when they will be armed. There are no circumstances under which a person will be authorized to consume any alcoholic beverage when armed for personal protection.

(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

**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, 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

JCC-I/A CLAUSE 952.225-0003

FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS

JAN 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. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI ≥ 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixer placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to

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

(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. In accordance with OUSD(C) Memorandum dated 4 June 2008, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

- (1) Inpatient daily rate: \$2,041.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.
- (2) Outpatient visit rate: \$195.00. This includes diagnostic imaging, laboratory, pathology, and pharmacy provided at the medical facility.

(End)

952.225-0004

**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.

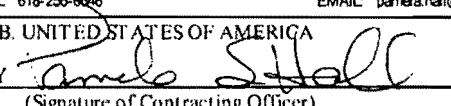
(End)

The following have been deleted:

952.222-0009

(End of Summary of Changes)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 24	
2. AMENDMENT/MODIFICATION NO. P00008		3. EFFECTIVE DATE 05-Mar-2010		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE HTC711 USTRANSCOM-AO - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357		7. ADMINISTERED BY (If other than item 6) CODE See Item 6					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EVERGREEN HELICOPTERS, INC RATH, DAVID 3850 THREE MILE LN MC MINNIVILLE OR 97128-9496				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HTC711-09-D-0023			
				X 10B. DATED (SEE ITEM 13) 03-Apr-2009			
CODE 4E581		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) FAR 52.216-18 Ordering (Oct 1995)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: tchackkr10994 A. The purpose of this modification is to award additional rotary wing aircraft - Super Heavy Lift - and make PWS changes via Request for Task Order Proposal (RFTOP) 09-02. B. The Afghanistan Rotary Wing program maximum has increased by \$265M, from \$990M to \$1.255B. C. The total cost of this contract was increased by \$21,840,000.00 from \$58,098,000.00 to \$79,938,000.00. D. All other terms and conditions remain unchanged as a result of this modification. See continuation page for more details.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PAMELA S. HALL / CONTRACTING OFFICER TEL: 618-256-6646 EMAIL: pamelah.hall@ustrancom.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 05-Mar-2010	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$21,840,000.00 from \$58,098,000.00 (EST) to \$79,938,000.00 (EST).

SUPPLIES OR SERVICES AND PRICES

CLIN 0100

The CLIN extended description has changed from Base Year; POP 3 April 2009 - 30 Nov 2009 Total cost to position three medium-lift aircraft, personnel, equipment, and spare parts into Afghanistan. Cost to position 1 aircraft: \$340,000 Cost to position 2 aircraft: \$680,000 Cost to position 3 aircraft: \$1,020,000 The minimum guarantee for this contract is \$2500. The Afghanistan Rotary Wing Program maximum is \$990M to Base Year; POP 3 April 2009 - 30 Nov 2009 Total cost to position three medium-lift aircraft, personnel, equipment, and spare parts into Afghanistan. Cost to position 1 aircraft: \$340,000 Cost to position 2 aircraft: \$680,000 Cost to position 3 aircraft: \$1,020,000 The minimum guarantee for this contract is \$2500. The Afghanistan Rotary Wing Program maximum is \$1.255B.

CLIN 1200

The pricing detail quantity has increased by 660,000.00 from 1,000,000.00 to 1,660,000.00.

The total cost of this line item has increased by \$660,000.00 from \$1,000,000.00 (EST) to \$1,660,000.00 (EST).

CLIN 1201

The pricing detail quantity has increased by 660,000.00 from 100,000.00 to 760,000.00.

The total cost of this line item has increased by \$660,000.00 from \$100,000.00 to \$760,000.00.

CLIN 2200

The pricing detail quantity has increased by 660,000.00 from 1,000,000.00 to 1,660,000.00.

The total cost of this line item has increased by \$660,000.00 from \$1,000,000.00 (EST) to \$1,660,000.00 (EST).

CLIN 2201

The pricing detail quantity has increased by 660,000.00 from 100,000.00 to 760,000.00.

The total cost of this line item has increased by \$660,000.00 from \$100,000.00 to \$760,000.00.

CLIN 1100 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1100	Positioning - Super Heavy Lift FFP RFTOP 09-02 Award Option Year 1; POP 5 Mar 2010 - 30 Nov 2010 Total cost to position two super heavy lift aircraft, personnel, equipment, and spare parts into Afghanistan. Cost to position 1 aircraft: \$1,450,000 Cost to position 2 aircraft: \$2,300,000 FOB: Destination SIGNAL CODE: A	1	Lot	\$2,300,000.00	\$2,300,000.00

NET AMT	\$2,300,000.00
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CLIN 1301 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1301	Dedicated Monthly Rate-Super Heavy Lift FFP RFTOP 09-02 Award Option Year 1; POP 5 Mar 2010 - 30 Nov 2010 Monthly Rate for one super heavy aircraft is \$730,000 Total cost to provide super heavy lift aircraft service for two aircraft in Afghanistan IAW attached Performance Work Statement (PWS). The contractor shall provide rotary wing aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor). FOB: Destination SIGNAL CODE: A	6	Lot	\$1,460,000.00	\$8,760,000.00

NET AMT	\$8,760,000.00
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CLIN 1401 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1401		1,800	Hours	\$4,100.00	\$7,380,000.00

Blade Hour Rate - Super Heavy Lift

FFP

RFTOP 09-02 Award

Option Year 1; POP 5 Mar 2010 - 30 Nov 2010

Only blade flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block out" to "block in" time to the nearest 1/10 hour expressed in local time. Blade flying hour rate should not include fuel. (Fuel is covered in the Reimbursables CLIN).

FOB: Destination

SIGNAL CODE: A

NET AMT	\$7,380,000.00
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CLIN 1501 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1501		1	Lot	\$2,080,000.00	\$2,080,000.00

Depositioning - Super Heavy Lift

FFP

RFTOP 09-02 Award

Option Year 1; POP 5 Mar 2010 - 30 Nov 2010

Total cost to position two super heavy lift aircraft, personnel, equipment, and spare parts into Afghanistan.

Cost to position 1 aircraft: \$1,040,000

Cost to position 2 aircraft: \$2,080,000

FOB: Destination

SIGNAL CODE: A

NET AMT	\$2,080,000.00
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CLIN 2301 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2301		12	Lot	\$1,518,400.00	\$18,220,800.00
OPTION	Dedicated Monthly Rate-Super Heavy Lift FFP RFTOP 09-02 Award Option Year 2; POP 1 Dec 2010 - 30 Nov 2011 Monthly Rate for one super heavy aircraft is \$759,200 Total cost to provide super heavy lift aircraft service for two aircraft in Afghanistan IAW attached Performance Work Statement (PWS). The contractor shall provide rotary wing aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor). FOB: Destination SIGNAL CODE: A				

NET AMT	\$18,220,800.00
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CLIN 2401 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2401		3,600	Hours	\$4,305.00	\$15,498,000.00
OPTION	Blade Hour Rate - Super Heavy Lift FFP RFTOP 09-02 Award Option Year 2; POP 1 Dec 2010 - 30 Nov 2011 Only blade flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block out" to "block in" time to the nearest 1/10 hour expressed in local time. Blade flying hour rate should not include fuel. (Fuel is covered in the Reimbursables CLIN). FOB: Destination SIGNAL CODE: A				

NET AMT	\$15,498,000.00
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CLIN 2501 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2501		1	Lot	\$2,080,000.00	\$2,080,000.00
OPTION	Depositioning - Super Heavy Lift FFP RFTOP 09-02 Award Option Year 2; POP 1 Dec 2010 - 30 Nov 2011 Total cost to position two super heavy lift aircraft, personnel, equipment, and spare parts into Afghanistan. Cost to position 1 aircraft: \$1,040,000 Cost to position 2 aircraft: \$2,080,000 FOB: Destination SIGNAL CODE: A				

NET AMT

\$2,080,000.00

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to CLIN 1100:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 05-MAR-2010 TO 30-NOV-2010	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711

The following Delivery Schedule item for CLIN 1200 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2009 TO 30-NOV-2010	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 01-DEC-2009 TO 30-NOV-2010	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711
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The following Delivery Schedule item for CLIN 1201 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2009 TO 30-NOV-2010	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2009 TO 30-NOV-2010	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711

The following Delivery Schedule item has been added to CLIN 1301:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 05-MAR-2010 TO 30-NOV-2010	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711

The following Delivery Schedule item has been added to CLIN 1401:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 05-MAR-2010 TO 30-NOV-2010	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711

The following Delivery Schedule item has been added to CLIN 1501:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 05-MAR-2010 TO 30-NOV-2010	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711

The following Delivery Schedule item for CLIN 2200 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2010 TO 30-NOV-2011	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2010 TO 30-NOV-2011	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711

The following Delivery Schedule item for CLIN 2201 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2010 TO 30-NOV-2011	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 01-DEC-2010 TO 30-NOV-2011	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711
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The following Delivery Schedule item has been added to CLIN 2301:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2010 TO 30-NOV-2011	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711

The following Delivery Schedule item has been added to CLIN 2401:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2010 TO 30-NOV-2011	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711

The following Delivery Schedule item has been added to CLIN 2501:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2010 TO 30-NOV-2011	N/A	USTRANSCOM-AQ - HTC711 PAMELA S. HALL 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-6646 FOB: Destination	HTC711

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 1100:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
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The following Acceptance/Inspection Schedule was added for CLIN 1301:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
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The following Acceptance/Inspection Schedule was added for CLIN 1401:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for CLIN 1501:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for CLIN 2301:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for CLIN 2401:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for CLIN 2501:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following have been modified:

ATTACHMENT 1 - PWS

PERFORMANCE WORK STATEMENT (PWS)

ROTARY WING TRANSPORT

March 5, 2010

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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 medium and heavy lift rotary wing transport of Class I-X supplies, U.S. Mail and passengers. The

Government anticipates establishing hub airfields at the locations listed below. The International Civil Aeronautics Organization (ICAO) identifier for each location is listed below:

Jalalabad Airfield	OAJL
Kandahar Airfield	OAKN
Bagram Airfield	OAIK
Sharana Airfield	OASA
Salerno Airfield	no ICAO designator

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

1.1.1. Missions will be scheduled at least twenty-four (24) hours in advance, unless otherwise agreed to by the contractor and Contracting Officer Representative (COR). Weather and aircraft maintenance will be considered when scheduling missions. If tasked by DoD, contractor is authorized to remain overnight (RON) at other locations. DoD is responsible for providing support when RONing elsewhere.

1.1.2. The contractor shall coordinate all airlift movements with the Joint Sustainment Command – Afghanistan (JSC-A).

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

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

Distances in minutes based on 110 KTGs:

Jalalabad to furthest point - 132 minutes
 Kandahar to furthest point - 130 minutes
 Bagram to furthest point - 119 minutes
 Sharana to furthest point - 163 minutes
 Salerno to furthest point - 99 minutes

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

1.1.2.3. Airspace De-confliction. The primary method of airspace de-confliction for the contractor will be adherence to filed flight plans. This will enable the US Government to know where and when contract aviation is flying in order to better ensure safety of both contract and US Government aircraft. Unless the contractor aircraft have communications with Landing Zone (LZ) or Pickup Zone (PZ) locations in uncontrolled airspace, the

contractor will adhere to advisory calls. Upon departure or arrivals at all airfields in uncontrolled airspace, the contractor will transmit advisories on Afghan Advisory (118.50) and broadcast call sign, airfield departing or arriving from, flight level passing, flight level climbing to, and direction of flight. Contract aircraft will monitor Afghan Advisory (118.50) when operating in vicinity of uncontrolled airports that support fixed wing aircraft. Helicopters are required to maintain at or below 500 feet AGL (Above Ground Level) when operating within 10 NM of any operational airport capable of fixed wing arrivals and departures, unless approved by ATC (tower/approach).

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

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

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

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

1.1.5. Reserved.

1.1.6. Weather. If the contractor fails to complete a route due to poor weather, he will be compensated for all complete legs flown, and for the leg being flown when mission was aborted, if the Government determines that the contractor had flown more than 50 percent of the distance between destinations on that leg. If the contractor departs on a transport mission and is unable to reach a destination due to poor weather, he will not be penalized. The contractor should return to the point of origin (hub) or nearest safe location, until the weather improves. Missions not completed due to poor weather will be rescheduled at the satisfaction of the government. For the contractor to refuse to fly a transport mission, due to marginal weather conditions, the weather must be such that no other helicopters are flying in the same area, specifically ceilings below 700 feet and visibility less than two nautical miles. The contractor is required to follow the weather requirements per the Afghanistan Aviation Procedures Guide (APG), under the Low Risk spectrum. Aircraft are to operate in accordance with Federal Aviation Regulations which take precedence over the APG, unless the APG is more restrictive, in which case it will apply when classifying weather criteria. The contractor must be prepared to fly in the following Fahrenheit temperatures:

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

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

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

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

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

1.1.7. Operational Readiness

1.1.7.1 Each aircraft is allowed 6 days per month for scheduled/unscheduled maintenance. Each day the aircraft is NMC (Non Mission Capable) after the 6th day, payment will be prorated. Proration will be calculated by dividing the monthly service rate by the number of days in the month and then multiplying this amount by the number of NMC days. Billable days will be calculated by subtracting the 6 given maintenance days (if applicable) from the actual number of NMC days and then subtracting this total from the number of days in the month. If the aircraft fleet, per location, flies the maximum number of hours a month (# of aircraft x 150 hours a month) no deduction will be taken from the monthly rate for any aircraft. If any aircraft is not available for an entire month, no monthly service fee for that aircraft will be paid. If an aircraft becomes FMC (Fully Mission Capable) after all flying/missions are completed for the day, no payment for monthly service will be paid for that aircraft for that day. Any day an aircraft is not FMC for carrier controlled reasons, no monthly service payment will be made for that day. If there are extenuating circumstances, the NMC days can be waived on a case-by-case basis. It is the contractor's responsibility to report when an aircraft becomes FMC.

1.1.7.2 Operational Readiness. Each aircraft is allowed 6 days per month for scheduled/unscheduled maintenance. Each day the aircraft is NMC (Non Mission Capable) after the 6th day, payment will be prorated. Proration will be calculated by dividing the monthly service rate by the number of days in the month and then multiplying this amount by the number of NMC days. Billable days will be calculated by subtracting the 6 given maintenance days (if applicable) from the actual number of NMC days and then subtracting this total from the number of days in the month. The aircraft must be FMC (Fully Mission Capable) for a minimum of 20 days in order to get credit for the 6 paid maintenance days. If the aircraft fleet, per location, flies the maximum number of hours a month (# of aircraft x

150 hours a month) no deduction will be taken from the monthly rate for any aircraft. If any aircraft is not available for an entire month, no monthly service fee for that aircraft will be paid. If an aircraft become FMC after all flying/missions are completed for the day, no payment for monthly service will be paid for that aircraft for that day. An airframe is not to be considered available unless both the airframe is FMC and the aircrew is available as defined by the Federal Aviation Administration (FAA) or comparable regulations. If there are extenuating circumstances, the NMC days can be waived on a case-by-case basis. (NOTE: Paragraph 1.1.7.2 will only apply to aircraft tail numbers awarded under RFTOP 09-02.)

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

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

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

1.2.3. Safety. Each helicopter must meet, at a minimum, United States aviation safety requirements as established by the Federal Aviation Administration (FAA), Federal Aviation Regulation 133 and 135 or equivalent CAA regulation and applicable DoD and Department of the Army (DA) rules and regulations. It is the Contractor's responsibility to ensure additional survival equipment appropriate for the environment and mission meets or exceeds FAR Part 133 and 135 or equivalent CAA regulation. Contractor must operate under Visual Flight Rules (VFR) and follow the guidelines referenced in para 1.1.6.

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

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

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

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

1.2.8. Payloads.

1.2.8.1. At MSL, Payload Range for Medium Lift Aircraft: Minimum requirements are for the movement of 8 passengers or 3000 pounds internal load or 5000 pounds external load. At 7,000 ft MSL, 20 degrees Celsius, minimum payload requirement is 2,000 lbs.

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

1.2.8.4. At MSL, Payload Range for Super-Heavy Lift Aircraft: Minimum requirements are for the movement of 15 passengers or 6000 pounds internal load or 7000 pounds external load. At 7,000 ft MSL, 20 degrees Celsius, 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. See Attachment 4.

1.2.9. Estimated flying hours is 150 hours per aircraft for 24 days per month (1800 hours per year) and allows 6 days per month for scheduled/unscheduled maintenance. Missions will average six flight hours per day. Contractor will be required to have an overall 80 percent availability rate daily. At no time will any one location have less than one aircraft fully mission capable.

1.2.10. Insurance. The contractor shall procure and maintain a level of insurance coverage commensurate with the commercial standard and in accordance with the host nation's statutory limits during the entire period of performance under this contract.

1.3 Personnel Requirements.

1.3.1. All aircrew and site managers performing under this contract are required to possess a Secret security clearance unless otherwise waived on a case-by-case basis. Interim clearances are acceptable initially. All other personnel (maintenance, etc) are required to have a National Agency Check with Inquiries (NACI) in order to be issued a CAC. All personnel are required to speak English in a fluent and coherent manner. Personnel performing this contract are considered to be U.S. civilians serving with, employed by, or accompanying the Armed Forces of the United States and coalition forces. The contractor and its employees will be bound to adhere to General Order 1, and any supplements or any successor order.

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

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

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

1.4 Support Operations.

1.4.1. Maintenance. The contractor shall perform both scheduled and unscheduled maintenance. Maintenance may occur on US Military installations with prior coordination and the express permission of the Government. Contractors must be aware that if their helicopter blocks the landing area of a US base for more than the allotted 30 minutes of ground time to unload, the helicopter may, if circumstances dictate, be forcibly moved by US personnel and that in this event the helicopter may be damaged or destroyed. The contractor will provide all parts, labor, and expertise necessary to complete required maintenance tasks. Maintenance down-time will be coordinated between the contractor and the customer or COR. The contractor shall provide a timetable for scheduled maintenance and an estimated completion time for unscheduled maintenance.

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

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

1.5. Passenger Service.

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

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

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

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

1.5.5. 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 1.1.7.

1.6. Cargo Service.

1.6.1. The contractor will deliver cargo from origin to destination. Cargo may consist of CLASS I (Food and Water), CLASS II (General Supplies), CLASS III (Fuel), CLASS IV (Construction Materials), CLASS V (Ammunition—all caliber), CLASS VI (AAFES supplies), CLASS VII (Major End Items), CLASS VIII (Medical Supplies), CLASS IX (Repair Parts), or CLASS X (non-military goods such as humanitarian assistance items). The cargo will be configured for loading inside the cabin of the aircraft or prepared for slingload delivery. The contractor must be prepared to accept cargo in either configuration; internal or slingload. Mail will not be moved by sling load. The contractor will be notified by the Government prior to loading of any cargo of a hazardous, flammable, or explosive nature and any such cargo must be properly documented and certified as per applicable military transport standards. No special licenses or certifications are required to transport any cargo provided by the government.

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

2. SERVICE DELIVERY SUMMARY

Performance Objective	PWS Paragraph	Performance Threshold
Operational Readiness	1.1.7.1 & 1.2.9	Aircraft are available 80% of the month
Take appropriate actions to de-conflict airspace	1.1.2.3.	100% of Missions
Contractor shall not allow unauthorized personnel or cargo on board.	1.5.2.	100% of Missions
Maintain accurate records.	1.2.5. and 4.12.1.	100% of Records Inspected

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

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

3.2 Utilities. The Government will provide utilities for office and working space at each hub location. The utilities provided shall be equivalent to those provided to other military and tenant organizations—no special or unique requirements will be supported. Due to limited office space at some hub airfields, the contractor may be responsible for providing its own office and working space, in which case the contractor shall coordinate with the local functional engineering team to obtain approval for its office/working space structure. Electricity, water (potable or non-potable), sewer and telephone will be provided at all hubs. Class A lines may not be available at all locations. Internet access and/or e-mail are available at all locations based on requirements and availability.

3.3. Fuel. The government will supply the same fuel US forces are using in current operations for all the helicopters. The contractor can expect JP-8 fuel to be provided. The Government will not make accommodations for unique fuel requirements (i.e. TS-1) and will not supply filtration or other systems to support contract rotary wing operations. Fuel will only be provided at the origin of the mission or other Government-designated bases, if available. Fuel may be dispensed at the destination FOBs or Combat Outposts with prior coordination **or in other than hub areas**. Fuel consumed as a result of the contractor's determining to replace or swap out helicopters shall not be provided by the Government.

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

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

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

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

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

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

3.10. Maintenance Resources

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

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

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

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

- (1) Access to an overhead crane assembly with a free clearance height of 25 feet and a rated working capacity of at least 3,500 pounds.
- (2) Forklift capability with a height range of 18 feet and a lift capacity of 5,000 pounds
- (3) Light sources for nighttime maintenance (some FOBs do not allow white light maintenance on the flightline, however an MOU will provide the equipment or contractor brings own equipment)
- (4) Fresh water washing facilities at all operating hubs

3.11. Contractor will be provided access to secure communications.

4. GENERAL INFORMATION

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

4.2. Security.

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

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

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

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

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

4.2.6. **Operations Security (OPSEC).** The contractor shall be responsible for OPSEC procedures when operating missions for the DOD to include safeguarding critical information. Training will be provided at the applicable base installation at the time of contract performance. Information such as flight schedules, hotels where crews are staying, return trips, and other facts about the international mission shall be kept close hold and only communicated to persons who have a need to know this information. Flight crews should be aware of persons who are seeking information about the contractor, flights, etc. They should seek to maintain a low profile while operating DOD missions. If the contractor has questions about OPSEC they can be addressed to the Contracting Officer Representative.. No imagery or verbal relays of U.S. forces or their positions is permitted.

4.2.7. **Contractor Company Personnel And Company Facility Security Officer (FSO).** The contractor will appoint a person as the company FSO. The contractor must establish appropriate safeguards to assure that the individuals who are not cleared do not gain access to classified information, material, and Government furnished communications security (COMSEC) equipment. Responsibility for security of classified information, material and COMSEC equipment rests with each individual who is authorized access. The FSO must work closely with the Defense Security Service (DSS) 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 COR when requested.

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

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

4.3. Force Protection

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

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

4.4. Quality Control

4.4.1. The contractor shall develop and implement a commercial quality control plan to ensure safe and reliable air transportation in accordance with FAR 135 and 32 CFR 861 or applicable CAA equivalent. Operators are

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

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

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

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

4.5.2. Geneva Convention Identity Card (DD Form 489) (hereafter referred to as the Geneva Conventions Card) and Common Access Cards (CAC): Civilian noncombatant personnel authorized to accompany military forces of the US into regions of war will be issued a Geneva Conventions Card in accordance with procedures established in AFI 36-3026(I), Identification Cards for Members of the Uniformed Services, their Family Members, and Other Eligible Personnel and a CAC Card. Contractor personnel will be required to have access to the Contractor Verification System (CVS) to process CAC card applications. The CVS website is <https://www.dmdc.osd.mil/appj/cvs/login>. Contractor is required to provide USTRANSCOM/TCAQ with their name, social security number, date of birth and e-mail address in order to be entered into CVS. TCAQ will provide username and password to contractor employee for submittal of application for CAC card. CVS allows contractor to be issued a CAC card from any DEERS office before going overseas. USFOR-A will process any line badge requirements at Bagram.

4.5.3. Personnel Authorized To Receive The Geneva Conventions Card: Contractor personnel employed by the contractor for performance of this contract will be issued this card. The Geneva Conventions Card will be issued by USFOR-A Aviation, Bagram Afghanistan, to the following company personnel: aircrew personnel designated to operate company aircraft in the performance of this contract; ground support personnel assigned to Bagram in support of this contract; selected supervisory personnel, subject to deployment overseas and responsible for overall supervision of the company's performance of this contract.

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

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

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

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

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

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

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

4.12. Required Reports

4.12.1. Daily Log. The contractor will maintain a daily record of all scheduled and completed missions. The log shall be maintained by the contractor's aircrew for each mission and shall detail the number of passengers moved and/or the internal and external cargo load information for each destination. This log will include entries that will code reasons missions were not performed as scheduled to include (weather, maintenance, threat, safety, etc) and who authorized the mission cancellation. USFOR-A will provide the GO/NO GO Risk Assessment format to the contractor. This form will be filled out prior to every mission and kept on file for 30 days, then transferred to the COR or CO every 30 days or upon receipt/inspection. A Government representative will sign this log upon loading and unloading the aircraft, verifying the cargo was successfully transported. The contractor shall make these records available to the CO, COR and FAA on a regular basis as determined by the CO.

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

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

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

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

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

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

4.12.7. **Spotlighting and Hostile Event Reports:** Timely threat reporting is essential to safe aircraft operations. In the event a contractor is illuminated or "spotlighted," or is fired upon in the air or on the ground, the crew shall note the date, time, and approximate area from which the event originated. All incidents, including any hostile action (potential or realized) directed at the aircraft, shall be reported immediately to the cognizant air traffic control agency. Additionally, upon landing, at the first airfield or airbase with a US military presence, the crew shall notify the base operations center of the occurrence. The contractor shall also notify the COR immediately of any information regarding a threat to an aircraft, or of any attempts to elicit information from the crew on their mission or cargo. The contractor shall also report any incidents to USTRANSCOM/TCAQ during the next business day.

4.12.8. **Administrative Reporting.** The contractor will provide the following reports to the COR: Aircraft Daily Status, Maintenance Flow Chart, Aircraft on Ground (AOG) Tracker and Test, Measurement and Diagnosis Equipment (TDME) Report, and weekly personnel accountability roll up to include billeting locations and upcoming rotations. The Government will utilize the reports for planning purposes to manage the tasking of aircraft prior to scheduled maintenance.

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

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 (slingload and internal load).

Hostile Act – An act of war.

Hub – Locations from which contractors will start assigned missions.

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

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

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

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

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

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

(End of Summary of Changes)