

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 15-Dec-2009	4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS OPERATION ENDURING FREEDOM APO AE 09366		CODE W5J9JE	7. ADMINISTERED BY (If other than item 6) See Item 6	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. W5J9JE-10-T-0018
			X	9B. DATED (SEE ITEM 11) 29-Nov-2009
				10A. MOD. OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" 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 <u>1</u> 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).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input 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.)				
The purpose of this modification is to revise the wording in Agreement 3d (Additional Standards for DoD Contract Aircraft Operations Under Federal Aviation Regulation Part 135 (Non-commuter) (Passenger) and to clarify the ICAO Level required in Agreement 5. Additionally, Period of Performance will not start until 60 days after Notice to Proceed has been issued. The proposal due date has been changed to 23 December 2009, 2:00 p.m. local Kabul time.				
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)	
			TEL:	EMAIL:
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		15-Dec-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGESSUBMITTAL DIRECTIONS**1. INQUIRIES**

Perspective offerors should submit inquiries related to this solicitation by writing or calling the following (collect calls will not be accepted):

All questions will be submitted in writing by letter or e-mail to:

U.S. Army Corps of Engineers (USACE)

Afghanistan Engineer District (AED)

Qalaa House, Attention: **Deannda S. Knight**

Kabul, Afghanistan

E-MAIL ADDRESS: **deannda.s.knight@usace.army.mil**

Please include the solicitation number, and project title with your questions. Written inquiries must be received by this office not later than 4 calendar days prior to the date set for receipt of offers.

Oral explanations or instructions are not binding. Any information given to an offeror which impacts the solicitation and/or offer will be given in the form of a written amendment to the solicitation.

There is no public bid opening and no information will be given out as to the number of offerors or the results of the competition until all awards are made.

2. DIRECTIONS FOR SUBMITTING PROPOSALS

Offers must be in sealed envelopes/packages, marked and addressed as follows:

MARK PACKAGES:

Solicitation No. W5J9JE-10-T-0018

Offer Closing Date: **23 DECEMBER 2009**

Offer Closing Time: 2:00 p.m. (LOCAL KABUL TIME)

ADDRESS PACKAGES TO:

U.S. Army Corps of Engineers (USACE)

Afghanistan Engineer District (AED)

Qalaa House, Attention: **Contracting, Deannda S. Knight**

Kabul, Afghanistan

Special Instruction Pertaining to Hand Carried Offers: Hand-carried offers must be delivered to the USACE AED offices, Qalaa House, Kabul, Afghanistan. Offers who desire to hand-deliver their offers must notify the Contract Specialist in advance in order to be met at the entrance gate to Qalaa House Compound.

The following have been modified:

AGREEMENT

BLANKET PURCHASE AGREEMENT
BETWEEN THE U.S. ARMY CORPS OF ENGINEERS
AFGHANISTAN ENGINEER DISTRICT – NORTH
AND

1. Introduction: This Blanket Purchase Agreement (BPA) is established between the U.S. Army Corps of Engineers (USACE), Afghanistan Engineer District – North (AEN) and (successful offeror) and sets forth the terms and conditions for rotary wing (RW) aircraft service.

2. Description of Agreement:

The parties agree as follows:

a. The successful offeror will act as an independent contractor and not as an agent of the U.S. Government, and shall in accordance with the terms and conditions of the agreement, furnish all labor and supervisory management required for the performance of the work:

- (1) Shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of the Agreement;
- (2) Shall be free from supervision or control by the Government with respect to the manner or method of performance of the services specified; but
- (3) Shall, pursuant to the Government's right and obligation to inspect, accept, or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative of the Contracting Officer, as it is necessary to ensure accomplishment of the Agreement objectives
- (4) Shall conduct themselves in a professional manner, keeping in mind this is a "customer service" oriented Agreement.

b. All employees must be vetted and approved for access to U.S./ISAF bases in order to live or work on base. Un-vetted personnel must remain in the vicinity of the aircraft and shall be escorted at all times by a vetted individual. All contractor personnel must obtain a valid Government CAC identification card to operate in country. The CAC ID will give them access to Government provided Class I at available locations.

c. The successful offeror shall maintain at all times the confidentiality of proprietary information pertaining to other contractors, service providers, or contractor firms with whom its employees come into contact during the course of their performance of work pertaining to this Agreement as the result of working in close proximity to such information. All contractor employees will be

required to maintain the security and confidentiality of all information that directly or indirectly comes into their possession or attention on a strict operational need-to-know basis.

d. Points of Contact: The Contractor will provide a point of contact within his or her company, fluent in English, to interface with the authorized caller(s), Contracting Officer and/or COR on issues concerning transport. Names, business address, phone numbers, and hours of operation are the minimum information requirements. Contractor shall provide a 24-hour contact number and email address.

e. The successful offeror shall provide one (1) RW aircraft with associated services. The contractor shall have the aircraft available for departure from Kabul International Airport (KIA) within 24 hours of notification. The total hours requested for the RW aircraft is 250 minimum hours on annual basis with a not to exceed 750 hours. Cost will include flight and ground crew, security personnel, and all maintenance personnel.

f. Personnel Rotation Plan: The Contractor is responsible for a plan to rotate Contractor personnel ensuring that there is no lapse in the services provided. The specified number/type of personnel and equipment must be ready during the times specified in the Agreement.

g. All aircraft under this Agreement will be certified in accordance with Department of Defense Commercial Air Review Board (CARB) standards.

h. Aircraft under this Agreement will be used to transport personnel and cargo around the country of Afghanistan with an optional item of aerial surveillance operations. There will be limited missions conducted to Turkmenistan, Uzbekistan, Tajikistan, and Pakistan.

i. Fuel: The government will supply fuel used for flights within the scope of this Agreement. Fuel will only be provided at the origin of the mission (Salerno, Jalalabad, Bagram, Naray, Sharana, Kandahar, Marmal, Feyzabad, or other designated bases). Fuel will not be dispensed at the destination forward operating base's (FOB's) as there is no or limited fuel available. Fuel consumed as a result of the contractor determining to replace or swap aircraft shall not be provided by the Government. This includes fuel consumed flying from Kabul or future hubs to any other location where the Contractor maintains air assets. ISAF/NATO fuel cards/identaplates will be issued to obtain fuel for the aircraft at NATO locations. Government furnished fuel will be provided at non-NATO locations. All other fuel purchased during chargeable hours will be billed at the Government expense.

j. Housing: Billeting will be provided for contractor employees required to stay at military locations overnight other than their base locations in Kabul and Kandahar. Housing is not available in Kabul for the contract employees. Kandahar housing is available on a space available basis; this housing may be on either Kandahar Air Base or Camp Lindsey.

k. Food: Class I subsistence will be provided for contractor employees required to stay at military locations.

- l. Readiness: Contractor shall provide aircraft and all services required to keep the aircraft in a safe and operational condition. Aircraft shall be ready to complete missions within the timeframe agreed to.
- m. Risk: The Government accepts no liability and is not required to provide any assistance should any Contactor be taken hostage or be killed during any mission or while under contract with the Government.
- n. Insurance: Contractor shall carry insurance as the Contractor is responsible to cover the cost for replacement or repair of aircraft lost, stolen, damaged, or destroyed due to criminal acts, natural acts (commonly called acts of God), or hostile acts. The Government is not liable for claims generating from any of the above.
- o. Aircraft Condition: Every aircraft must be certified as airworthy by a trained and certified mechanic for that specific airframe. Airworthy certificates must be made available to the Government upon request. Preventive Maintenance service schedules for aircraft must conform to manufacturers recommended servicing intervals. The Contractor shall notify the Government of scheduled maintenance no less than 30 days before the service.
- p. Aircraft Markings: Authorized marking on all aircraft shall be the Contractor's name on each side and as well as required markings such as tail numbers. Other identifying marking, such as "USA", "UN", "ISAF", "NATO" or "SFOR" are not allowed and must be removed.
- q. Maintenance: The Contractor shall ensure both scheduled and unscheduled maintenance. No maintenance will occur on U.S. Military installations without prior coordination and the express permission of the Government. The Contractor shall provide all parts, labor, and expertise necessary to complete required maintenance tasks at no additional cost to the Government. Parts include those items that must be replaced due to normal wear and tear or those items damaged or destroyed by a hostile act. The cost of parts and labor for maintenance on damages resulting from Government negligence must be submitted through the Contracting Officer for consideration of payment. Maintenance down-time will be coordinated between the Contractor and the Government or COR. The Contractor shall provide a timetable for scheduled maintenance and an estimated completion time for unscheduled maintenance. The contractor will make available, at the Contracting Officer's request, a copy of each aircraft's maintenance history.
- r. Equipment: All aircraft shall maintain first aid kits, fire extinguishers, hearing protection, and all other equipment that is required to be maintained on the airframe.
- s. Inspection: The Government reserves the right to inspect aircraft, maintenance records, and employee records at any time.
- t. Recovery: The Contractor is responsible for recovering disabled, damaged, or destroyed aircraft. The U.S. Government may, at its discretion, assist if resources and time are available. Any recoverable cargo will be returned to the Government.

- u. Replacement Aircraft: The Contractor shall provide a replacement aircraft ready to fly missions within 72 hours if an aircraft is out of operation and unable to complete missions for any reason. The 72-hour count begins as soon as the original aircraft is found to be unable to fly a mission. That is, if the Government requests a mission on a specific day and the Contractor is unable to fulfill due to maintenance, the Contractor must have an aircraft of a similar type in the air within 72 hours of determination that the original aircraft is unable to complete missions.
- v. Cargo Type: The Contractor shall deliver cargo, regardless of type, 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—small arms only), CLASS VI (AAFES supplies), CLASS VII (Major End Items), CLASS VIII (Medical Supplies), CLASS IX (Repair Parts), or CLASS X (non-military goods such as humanitarian assistance items). The cargo will be configured for loading inside the cabin of the aircraft or prepared for sling load delivery. The Contractor must be prepared to accept cargo in either configuration; internal or sling load. The Contractor will be notified by the Government prior to loading of any cargo of a hazardous, flammable, or explosive nature and any such cargo must be properly documented and certified as per applicable military transport standards. No special licenses or certifications are required to transport any cargo provided by the Government.
- w. Pilferage and Loss: The Contractor is responsible for the security of Government cargo while it is in their possession. 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.
- x. Loading and Unloading: The Government may provide, at its discretion, loading and unloading assistance. The Contractor must be prepared to perform all loading and unloading in the absence of Government support.
- y. Shipping Documentation: The Contractor may be asked to sign inventory documents for the loads they transport. This is to ensure that the same quantity and condition of the cargo at origin, arrives intact at delivery destination.
- z. Load Capacity: Aircraft must have a minimum load capacity of 6,500 lbs. This load capacity includes the weight of the passengers, pilots, cargo, medical gear, security gear, sling load equipment, and fuel. It does not include the standard aircraft equipment such as wheels, seats, fuel tanks, standard safety equipment (i.e. fire extinguishers), and other permanent features of the aircraft.
- aa. Contractor shall be aware that if their aircraft blocks the landing area of a U.S. military installation for more than the allotted 30 minutes of ground time to unload, the aircraft may, if circumstances dictate, be forcibly moved by U.S. personnel and that in this event the aircraft may be damaged or destroyed.
- ab. 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, 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 U.S. Military personnel. The U.S. Government may suggest routes based on enemy threat, but the Contractor is solely responsible for route taken. Aircraft must be equipped with UHF, VHF, and/or HF two-way radios to allow for communication with U.S. Military ground units. Frequency range 30-400 MHz. Types of radios must be submitted to the Government with bid. For external loads, the Contractor shall supply slings, nets, grounding rod, and all appropriate equipment to conduct the sling-load mission.

ac. 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 flight plan as soon as possible and telephonically or by email contact destination FOB and inform of approximate arrival time and flight plan.

ad. Airspace Deconfliction:

(1) The primary method of airspace de-confliction for the Contractor will be adherence to filed flight plans. This will enable the U.S. Government to know where and when contract aviation is flying in order to better ensure safety of both contract and U.S. Government aircraft.

(2) Unless the contractor aircraft have communications with LZ or pick up zone (PZ) locations in uncontrolled airspace, the Contractor will adhere to advisory calls. Upon arrival or departure 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. Helicopters are required to maintain at or below 500' AGL when operating within 10 NM of any operational airport capable of fixed wing arrivals and departures, unless approved by ATC (tower/approach).

ae. Mission Cancellation: The Government reserves the right to cancel missions via Authorized Caller and/or COR within 12 hours of an assigned mission without penalty.

af. Priority for flights will be give to AEN personnel if timely notice of at least 24 hours is provided.

ag. Clients/Passengers: The aircraft must be able to carry a minimum of 10 passengers, not including the pilots, with applicable insurance. The passengers include but not limited to all U.S. Government employees, U.S. Military personnel, NATO employees, NATO Military personnel, U.S. Government contractors, NATO contractors, and Local Nationals approved by the U.S. Government.

ah. Destinations: Missions will be flown to secured installations and secured project sites as directed by the Contracting Officer or the Contracting Officer's designee. Person(s) designated as COR or ACOR will be provided to the Contractor in writing. 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 landing zones (LZs) not approved by U.S. or ISAF Military forces, or where enemy contact has been reported within the previous 48 hours. For billing purposes, flight hours

may not deviate more than one hour from flight time listed on provided matrix. The Contractor will not be compensated for flight hours that exceed the total flight time listed in the Government's destination matrix by more than 20 percent. For destinations not on matrix, a flight time will be negotiated. Although missions may involve destinations throughout Afghanistan, the primary focus areas will be: Jalalabad, Salerno, Sharana, Naray, Kandahar, Herat, Mezar-e-Sharif, Bagram, Farah, Kandahar, Bamyan, Shank, Asadabad, Metharlam, Feyzabad, Kunduz, Shindad, Qalat, Spin Boldak, Tirin-Kowt, Kala Gush, Bastion, Qal-a-Naw, Meymaneh, Gazni, and the surrounding areas. Other destinations will be added on a mission-by-mission basis. Contractor will only be paid for flights beginning at the hub to designated LZs and return to the hub (actual flight hours during mission execution). Contractor flights not directed by the Government are non-billable; example, flight to return to the contractor's home base or deliver supplies to repair aircraft to contractor teams.

ai. Weather: If Contractor departs on a transport mission and is unable to reach a destination due to adverse weather, no penalty will be assessed. 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 U.S. Military aircraft are not flying, specifically ceilings below 700' or visibility less than two (2) nautical miles (nm).

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

ak. Security: Contractor is responsible for providing security to ensure the aircraft and cargo are secure at all times, to include when aircraft is parked outside of U.S. Military installations. No imagery or verbal relays of U.S. Forces or their positions is permitted. Aircrews will not arm themselves or install armament on their aircraft without prior approval from the combatant commander.

al. Ramp Space: The Contractor shall be responsible for obtaining ramp space for the aircraft and facility space for maintenance and maintenance support activities.

3. Notices and Reports: The contractor must satisfy DoD Quality and Safety Requirements as described in 32 CFR Part 861.

a. Notice of Accidents – Missions that are a Direct Result of this contract. When a contractor's aircraft is involved in an accident or incident in support of a mission performed under this agreement as defined in 49 CFR, Part 830, the contractor will transmit the following information by the most expeditious means available, to the Tanker Airlift Control Center (TACC) Emergency Action Cell at Scott AFB, Illinois, telephone (618) 229-0360:

- (1) Carrier 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 crew members 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

b. Notice of Accidents – Missions Not Related To This Contract. When contractor's aircraft is involved in an accident or incident in support of a mission not performed under this contract, and as defined in 49 CFR, Part 830, the contractor will transmit the information in paragraph a, above by the most expeditious means available on the next business day to HQ AMC/A3B, Scott AFB IL (618) 229-4801 or 4343.

c. Safety and Financial Information: The contractor must satisfy the requirements of 32 CFR, Part 861, Section 861.3. The DoD will conduct periodic evaluations to assess the contractor's ability to perform safely. To complete the evaluation the government may contact the contractor in order to obtain information bearing upon the contractor's practices, resources, and capabilities. Upon request, the contractor shall provide data pertinent to such evaluations, including current audited financial statements, to HQ AMC/A3B, 402 Scott Drive, Unit 3A1, Scott AFB, IL 62225-5302.

d. Additional Standards for DoD Contract Aircraft Operations Under Federal Aviation Regulation Part 135 (Non-commuter) (Passenger): All aircraft must be listed on air carrier's certificate, and flight crews must be fluent in English, trained, qualified, and scheduled in accordance with Federal Aviation Regulation (FAR Part 135) rules. Contractor must hold an FAA Part 135 Operating Certificate. Aircraft must be maintained and flown to the intent of FAR 135 standards. This applies even when the contracted operations fall under FAR Part 91, or other FAR. In addition, air carriers shall comply with the following:

Aircraft Operations:

- (1) Pilots are responsible for ensuring correct computing and documenting of the weight and balance for all DoD flights and for assuring that the gross weight and center of gravity do not exceed the aircraft's limitations. Actual or interrogated weights must be used. Completed weight and balance forms from DoD flights will be maintained for a minimum of 30 days.
- (2) Contractor is required to maintain the last 30 days documentation for all DoD flights to demonstrate compliance with the flight locating requirements of FAR 135.79.

- (3) Single-engine aircraft shall be limited to flight during daylight hours and under Visual Flight Rules (VFR) conditions only. Daylight hours are defined as 30 minutes before official sunrise to 30 minutes after official sunset.
- (4) All DoD passenger charters will be flown under Instrument Flight Rules (IFR) to the maximum extent possible.

4. Safety and Occupational Health Program:

- a. Implement Safety and Occupational Health Program: The Contractor shall implement a safety and occupational health program in accordance with U.S. Army Corps of Engineers, Safety and Health Requirements Manual (EM 385-1-1), dated 03 Nov 03, Local/Host Nation Laws, CENTCOM, and ISAF/CJTF-82 rules and regulations as applicable
- b. Accident Prevention Plan: Contractor shall submit a site specific Accident Prevention Plan (APP) IAW EM 385-1-1, Appendix A including site specific Activity Hazard Analysis (AHA) and Standard Operating Procedures (SOPs) for each definable feature of work or activity 30 days after the Notice to Proceed. The APP can reference tabbed information in the existing corporate or in country safety plans, SOPs, TTPs, etc.
- c. Accidents:
 - (1) Accident Reporting and Records: All accidents beyond first aid and property or equipment damage other than a combat loss as defined in Army Regulation (AR) 385-40, Accident Reporting and Records shall be investigated by FP NCOIC and forwarded to local MP and the District Safety Office on the AED 265-R, Immediate Report of Accident, within 24 hours.
 - (2) Recordable Accidents: Recordable accidents or property damage IAW AR 385-40 and Government reporting requirements shall require the completion and submission of the ENG FORM 3394, United States Army Corps of Engineers Accident Investigation Report, to the District Safety Office within 5 days.
 - (3) Immediate Reports: Any accident that appears to have any of the consequences listed below shall be immediately reported to the AED S2 or S3:
 - a. Fatality
 - b. Permanent totally disabling injury
 - c. Permanent partial disabling injury
 - d. Three or more persons admitted to a hospital
 - e. Property damage more than \$10,000 other than a combat loss
- d. Reports:

- (1) Maintain Project/Activity Records: Contractor shall maintain project or activity contact man hours/headcount and submit monthly or weekly man hours headcount reports to the District Safety Office.
- (2) Contractors Safety and Occupational Health Tracking: Contractor shall establish a safety and occupational health deficiency tracking system that lists and monitors the status of safety and health deficiencies in chronological order IAW EM 385-1-1, paragraph 01.A.12.
- (3) Personnel Requirements - Safety Health Officer (SSHO): The SSHO shall have at least taken a 10-hour online OSHA General Industry Training Course. Current first Aid/CPR train the trainer certified that meets or exceeds U.S. standards. Possess a current Combat Life Support (CLS) certification.

5. AEN acknowledges that the contractor's contracted airplanes are certified as follows:

International Civil Aviation Organization (ICAO) – **Level 1**
Civil Aviation Authority (CAA)
Commercial Air Review Board (CARB) Certification

7. Period of Agreement: The period of this Agreement is for a base year and the option for two additional one-year periods from the date of award.

8. Extent of Obligation: The Government is obligated to 250 minimum hours on annual basis with a not to exceed 750 hours. Any hours used beyond this minimum will be tracked and billed to the tenth (0.1) of an hour.

9. Purchase Limitation: Individual flights booked (known as "calls") shall not exceed \$25,000.00 and monthly calls shall not exceed \$125,000.00, unless approved by the Contracting Officer.

10. BPA Master Dollar Limit: \$2,000,000.00 for the base year and \$2,000,000.00 for each additional option year, if exercised.

Individuals Authorized to purchase under this BPA

PRIMARY: SSgt Tommy B. Tajalle
BPA Call Limit: \$25,000.00

ALTERNATE: Capt Andrew B. Soine
BPA Call Limit: \$25,000.00

11. Invoices: The Contractor will maintain a record of billable flight hours on a daily basis and the Government will maintain a record of billable flight hours on a daily basis. Upon weekly requests by the Government, the Contractor will make such records available to properly designated authorized caller and/or contract representatives for the purpose of reconciling

between the Government's record of billable flight hours and the Contractor's record. The purpose is to ensure the Government's billable flight hour records and Contractor's billable flight hours concur. Deviations must be resolved to the Government's satisfaction. Additionally, a summary invoice shall be submitted on the last day of each month for all travel completed during a billing period, identifying the electronic tickets covered therein, stating their total value.

12. Price List: The contractor will provide a current price list for services offered under the Agreement. The prices should be as low as those offered to the supplier's most favored customers. The Contractor will make available to customers the most current price lists.

13. BPA CALL PROCEDURES:

a. Only individuals identified as authorized callers may book flights (place a call) against this Blanket Purchase Agreement, and only to the extent of the dollar limitation indicated. Flights will be booked through an online website booking system, e-mail, telephonically or in person.

b. Each call or flight that is booked will generate an initial itinerary with a locator number. Each itinerary and subsequent invoice will reference the locator number associated.

c. AEN authorized callers and the successful offeror will keep a record of itineraries for each call or flight booked. Callers will keep a register of all flights booked (Call Register), identifying the following:

- (1) Vendor Name
- (2) BPA Number
- (3) Date of Call
- (4) Locator Number
- (5) Description of Services ordered
- (6) Total dollar value

d. Invoicing and Payment: Successful offeror will follow procedures in paragraph above. Summary invoices shall be submitted to TBD on the first day of each month and will be paid within 30 days after receipt of an acceptable invoice.

e. Copies of the Certifications and Cost Schedule will be maintained in the Contract File. The file will be updated when a change to any certification or schedule is issued by the successful offeror.

BID EVALUATION CRITERIA:

Bids will be evaluated on the following criteria, in order of importance.

1. Certifications including CARB, CAA, and ICAO
2. Price