

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	22
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 25-Jan-2011	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY AFGHANISTAN DISTRICT SOUTH (AES) US ARMY CORPS OF ENGINEERS APO AE 09355	CODE W5J9LE	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. W5J9LE-11-R-0017	
			X	9B. DATED (SEE ITEM 11) 15-Jan-2011	
				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 type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.					
<p>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:</p> <p>(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.</p>					
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.)					
<p>The purpose of this amendment is as follows:</p> <p>1. This amendment includes a REVISED Performance Work Statement, dated 23 January 2011. It replaces the PWS issued with RFP No. W5J9LE-11-R-0017, dated 15 January 2011 in its entirety.</p> <p>2. Technical Exhibits: 3a, 3b and 4 remains unchanged.</p> <p>3. Six (6) CENTCOM Contracting Command (C3) are deleted in their entirety.</p> <p>4. RFP No. W5J9LE-11-R-0017 is not extended. Proposal due date of 15 February 2011 remains unchanged.</p> <p>SEE CONTINUATION PAGES ---</p>					
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)		25-Jan-2011

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

REVISED PWS

Fixed Wing Support Services

PERFORMANCE WORK STATEMENT (PWS)

*U.S. Army Corps Of Engineers (USACE)  
Afghanistan Engineer District—South (AES)*

*(Revised 23 JAN 2011)*

Part 1

Information

**1. GENERAL INFORMATION:** This is a non-personal services contract to provide fixed wing support services. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

*Freight forwarders and brokers are not eligible for award. The awardee(s) must be in direct control of the proposed resources necessary to satisfy the requirements of this PWS at the time of award.*

1.1 Description of Services/Introduction: The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform fixed-wing transportation services as defined in this Performance Work Statement (PWS). This service will involve the movement of personnel and cargo within the country of Afghanistan.

1.2 Background: The USACE Afghanistan Engineer District (AED) is primarily a civilian organization engaged in the reconstruction and rebuilding of Afghanistan. AED accomplishes this mission by executing a myriad of construction, Operation & Maintenance (O&M), Commander's Emergency Response Program (CERP) projects throughout the Afghanistan theater of operations.

AED is comprised of two separate Districts: Afghanistan Engineering District—North (AEN), headquartered out of Kabul, and Afghanistan Engineering District—South (AES), headquartered out of Kandahar.

The AES Area of Responsibility (AOR) encompasses most of southern and western Afghanistan, approximately (233,000 square miles). Within its AOR, AES operates 9 field offices, with each office consistently overseeing multiple, simultaneous construction, O&M, and CERP projects. Currently, AES has 375 active project sites.

In order to effectively accomplish its mission, AES must have the ability to move personnel and cargo to its field offices and project sites. AES does not have the organic fixed wing air support assets necessary to provide the required transportation services.

This PWS addresses the fixed wing support services required by AES. Presently, rotor-wing support and armored/armed-escort ground movement support is provided by other contracts.

1.3 Objective: The basic service objective of this PWS is to acquire safe and reliable fixed wing transportation support within the AES AOR.

1.4 Scope: The Contractor shall provide fixed wing support service in accordance with this PWS. The service shall consist of the movement of passengers, baggage, and cargo between military destinations within the AES AOR.

*The contractor shall provide a minimum of 90 hours of support service each month.*

1.5 Period of performance: The period of performance shall be for one (1) Base Year of 12 months and two 12-month option years.

## **2.0 SPECIFIC INFORMATION**

2.1 Quality Control: The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control program is the means by which the contractor's performance complies with the requirement of the contract. The QCP is to be delivered with the Contractor's proposal and will be evaluated as an evaluation factor in accordance with the terms and conditions of the solicitation. After acceptance of the quality control plan the Contractor shall receive the contracting officer's acceptance in writing of any proposed change to his QC system.

2.2 Quality Assurance: The government will evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable levels (AQLs).

2.3 Recognized holidays: The Contractor shall provide fixed-wing support services on all recognized holidays as directed by the COR.

2.4 Hours of support: The Contractor shall have the fixed wing support available for initial embarkation within 96 hours notification by the COR. The initial embarkation point will be identified by the COR, and will be any one of the places of performance identified in paragraph 2.5. A mission-day may include multiple destinations within the authorized theater of operations. AES assets are defined as personnel or cargo necessary to support the USACE mission.

*The Contractor must maintain adequate resources and workforce for the uninterrupted and consistent performance of all the tasks defined within this PWS.*

2.5 Place of performance: The Contractor shall provide fixed wing support services to secured military installations within the AES AOR. The support will primarily consist of routine and recurring fixed wing service to the following destinations:

- **Kandahar Air Field (KAF)**
- **Camp Bastion**
- **Qalat**
- **Farah**
- **Shindand**
- **Herat**
- **Qala-I-Naw**
- **Dwyer**
- **Kabul**

*Other destinations may be added on an as-needed basis. However, the Contractor will not be required to fly into sites not approved by U.S. or ISAF.*

**3.0 TYPE OF CONTRACT:** The government anticipates the award of a firm-fixed price contract.

**4.0 SECURITY REQUIREMENTS:**

4.1 **Personnel Security:** Contractor personnel performing work under this contract and traveling into the AES AOR must satisfy the badging and security requirements for the routine and recurring destinations listed in paragraph 2.5 prior to commencement of full performance. Furthermore, the Contractor must maintain current badges and security levels for the life of the contract.

*It is the Contractor's responsibility to identify and satisfy the badging and security requirements as required by each Garrison Commander at each routine and recurring destination.*

The following key Contractor personnel shall possess and maintain a DoD-issued SECRET clearance:

- a. Program Manager
- b. Operations Manager

4.2 **Physical Security:** The Contractor shall be responsible for safeguarding all government equipment, information and property transported under this contract. All AES assets shall be manifested, tracked, and accounted for each mission-day. The Contractor shall maintain an accountability log with a verifiable chain of custody (with signatures/dates) to track cargo and material turned over to the Contractor for transport.

**5.0 AIRCRAFT REQUIREMENTS:**

Every aircraft used to provide support under this contract shall be of good quality and in safe operating condition, and shall comply with the Federal Aviation Regulation Part 135 (Operating Requirements) and 32 CFR Part 861.4 (DoD Air Transportation Quality and Safety Requirements):

[http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=f157a92807fe24d20d9eb2bf1a4d0451&tpl=/ecfrbrowse/Title14/14cfr135\\_main\\_02.tpl](http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=f157a92807fe24d20d9eb2bf1a4d0451&tpl=/ecfrbrowse/Title14/14cfr135_main_02.tpl)

[http://cfr.vlex.com/vid/861-4-dod-air-transportation-quality-safety-19753309?ix\\_resultado=1.0&query%5Bbuscable\\_jd%5D=1081&query%5Bbuscable\\_type%5D=Fuente&query%5Bfilters\\_order%5D=source&query%5Btextolibre%5D=32+CFR+Part+861.4](http://cfr.vlex.com/vid/861-4-dod-air-transportation-quality-safety-19753309?ix_resultado=1.0&query%5Bbuscable_jd%5D=1081&query%5Bbuscable_type%5D=Fuente&query%5Bfilters_order%5D=source&query%5Btextolibre%5D=32+CFR+Part+861.4)

If the Contracting Officer determines that any aircraft furnished by the contractor to provide support under this contract is not compliance with this PWS, the contracting officer shall promptly inform the Contractor in writing. If the Contractor fails to replace the aircraft or correct the defects, the Government may---

- (a) by contract or otherwise, arrange for the lease of a similar vehicle and shall charge or set-off against the contractor any excess costs occasioned thereby; or
- (b) terminate this contract under the Default clause.

5.1 **Personnel Capacity:** In performance of this PWS, the Contractor shall provide an aircraft with the capacity to comfortably accommodate nine (9) passenger personnel per mission leg.

5.2 **Cargo Capacity:** In performance of this PWS, the Contractor shall provide an aircraft with a maximum payload capacity, per 14 CFR 119.3 of at least 2000 pounds.

5.3 **Performance:** In the performance of this PWS, the Contractor shall provide aircraft that meet or exceed the following performance characteristics:

- Engines: Fixed-wing aircraft shall have at least two engines.
- Pilots: Fixed-wing aircraft shall be operated by at least two qualified pilots, fluent in English.

- **Markings:** Authorized markings on all aircraft include the contractor's name and tail numbers. Other identifying markings such as "USA", "UN", "ISAF", "NATO", "SFOR" or similar are not allowed and must be removed prior to commencement of services
- **Take-Off/Landing Performance:** The fixed-wing aircraft shall be able to utilize a take-off and landing field length of 3,300 feet. The aircraft must be able to take-off and land on unimproved runway surfaces such as compacted dirt
- **Communications:** The aircraft shall be equipped with HF.
- **GPS tracking:** The aircraft shall be equipped with a GPS tracking system which can be accessed by the COR via an internet-based program.

#### **6.0 SERVICE SUPPORT REQUIREMENT:**

The Contractor shall maintain adequate resources and workforce for the uninterrupted and consistent performance of all the tasks defined within this PWS, and within the defined time frames of the PWS, or otherwise will be held in default. The Contractor will not be held in default for any failure to perform if the failure arises from causes beyond the control and without the fault or negligence of the Contractor or its agents or subcontractors, i.e. excusable delay.

Examples of excusable delays include: (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) unusually severe weather, (10) acts of the Host Nation, (11) acts of U.S. Forces or ISAF.

Examples of non-excusable delays include but are not limited to: (1) mechanical failure of the aircraft, (2) scheduled maintenance, (3) unscheduled maintenance, and (4) delays arising from the fault or negligence of the Contractor.

The Contractor shall promptly notify the COR for all delays.

For all non-excusable delays, the Contractor shall provide like-kind replacement flight services within 12 hours of the COR's notification. The replacement flight services shall be provided in accordance with the terms and conditions of this PWS, and at the billing rates therein. The replacement aircraft shall be provided to the location of the delayed aircraft, or other location--as directed by the COR. After 12 hours, the Contractor will be assessed a late charge in the amount of the CLIN 0002 hourly flight rate for each hour, or part thereof, until like-kind transportation is ultimately provided.

***The total late charge will be recorded and deducted from each monthly invoice.***

For all excusable delays, the Contractor shall provide like-kind replacement flight services as soon as possible. Generally speaking, in an excusable delay scenario, it is anticipated the original mission request would be cancelled, and a new mission request would be submitted once the excusable delays are resolved.

#### **7.0 SPECIAL QUALIFICATIONS:**

It is DoD policy that air transportation services will be provided only by air carriers demonstrating the highest possible standards of quality and safety. Federal Aviation Regulation Part 91, Part 135, and 32 CFR Part 861.3 and 861.4 apply.

**7.1 Commercial Air Review Board (CARB) certification:** The Contractor shall be CARB certified upon contract award (preferred) or shall be able to obtain CARB certification within six (6) months of contract award.

**7.2 English Speaking:** The Contractor shall ensure that all key personnel are fluent in English.

**7.3 FAA/CAA certification:** The Contractor must have Federal Aviation Administration and/or equivalent foreign Civil Aviation Authority (CAA) commercial operator certificates and shall remain under FAA and/or CAA regulatory and safety oversight during the performance of the contract.

## **8.0 POST-AWARD CONFERENCE/PERIODIC PROGRESS MEETINGS:**

The Contractor agrees to attend any post award meeting convened by the Contracting Officer or the COR in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings, the COR will apprise the Contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

## **9.0 CONTRACTING OFFICER REPRESENTATIVE (COR):**

The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions:

- assure that the Contractor performs the technical requirements of the contract
- perform inspections necessary in connection with contract performance
- maintain written and oral communications with the Contractor concerning technical aspects of the contract
- issue written interpretations of technical requirements
- monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies
- coordinate availability of government furnished property, and provide site entry of Contractor personnel.

A letter of designation issued to the COR by the contracting officer, a copy of which will be sent to the Contractor, will state the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates.

*The COR is not authorized to change any of the terms and conditions of the contract.*

## **10.0 KEY PERSONNEL:**

The follow personnel are considered key personnel by the Government:

- **Program Manager & Alternate:** The Contractor shall provide a program manager, and alternate program manager, who shall be responsible for the performance of the work carried out under this PWS. This person, and alternate, shall be designated in writing as part of the contractor's proposal submission. The qualifications of the program manager and alternate will be evaluated as part of the contractor's proposal. The program manager, and alternate, shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available via email and/or mobile phone between the hours of 0700 hours and 1930 hours, daily.
- **Pilots:** The Contractor shall provide a roster of pilots that shall be utilized to meet the requirements of this PWS. This roster shall be submitted as part of the Contractor's proposal. The qualifications of the pilots will be evaluated as part of the Contractor's proposal. If it is necessary to substitute pilots during the contract term, the Contractor will propose a new pilot with substantially similar qualifications to the departing pilot, and such replacement will be made only with the Contracting Officer's approval.
- **Operations Manager:** The Contractor shall provide the names of those personnel who will function as the Operations Manager. This roster will be submitted as part of the contractor's proposal. The qualifications of the Operations Managers will be evaluated as part of the contractor's proposal. The Ops Manager must present in-person in the USACE Air Operations Center not later than 30 minutes prior to the commencement of the initial air movement for a

given mission day, and shall remain present in the USACE Air Operations Center throughout the remainder of the mission day, securing not earlier than 30 minutes after submission of the daily mission report (see Part 5, paragraph 5.1.2e).

#### **11.0 IDENTIFICATION OF CONTRACTOR EMPLOYEES/BADGING:**

All contract personnel performing under this contract are required to outwardly identify themselves as Contractor personnel. This can be accomplished by wearing appropriate Contractor apparel with identifying logos, lanyards, etc. The Contractor must also ensure that all documents or reports produced by contractor resources are suitably marked as contractor products or that contractor participation is appropriately disclosed in any Government developed work product. In accordance with the PWS, all Contractor personnel performing work under this contract shall satisfy the badging and security requirements for the routine and recurring destinations listed in paragraph 2.5 prior to commencement of full contract performance. Such badges shall be prominently displayed by lanyard to appropriately identify the contractor personnel and establish their authority to be onboard the applicable military installation. This requirement is especially sensitive regarding flight-line operations.

*It is the Contractor's responsibility to identify and satisfy the appropriate badging and security requirements as required by each Garrison Commander at each routine and recurring destination.*

#### **12.0 CONTRACTOR TRAVEL:**

The Contractor shall be required to travel to and within the AES AOR during the performance of this contract. The cost for this travel shall be included in the Contractor's proposal price to provide the services described in this PWS. No additional or separate travel charges or expenses will be authorized under this PWS.

**13.0 OTHER DIRECT COSTS:** Not applicable.

**14.0 DATA RIGHTS:** Not applicable.

#### **15.0 ORGANIZATIONAL CONFLICT OF INTEREST:**

Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

#### **16.0 PHASE-IN PERIOD:**

The Contractor shall commence full performance as soon as possible after contract award.

#### **17.0 FULL PERFORMANCE/RAMP-UP TIME:**

The Contractor shall submit as part of their proposal, the time necessary before full performance under this PWS can be achieved. This necessary ramp-up time to full contract performance will be evaluated as part of the contractor's proposal.

#### **18.0 CONTRACTOR INSURANCE AND LIABILITY:**

18.1 Insurance: The Contractor shall provide and maintain insurance covering its liabilities in amounts proper and appropriate for the services being provided under this PWS and in accordance with commercially accepted practices. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The Contractor shall provide written evidence of insurance.

18.2 Liability: The Contractor shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the Contractor, its agents, or employees. The contractor will be reimbursed for any loss, damage, and recovery charges associated with any aircraft providing support under this contract, outside of normal wear and tear, when such loss, damage, or recovery is incurred while in the actual performance of this contract and is not a result of the contractor's negligence. This includes loss, damage, recovery caused by acts of God such as fires, floods, unusually severe weather, or loss or damage resulting from direct or indirect acts of the public enemy.

18.3 Workers Compensation Insurance (Defense Base Act) (DBA) Insurance: The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, *et seq.*) requires and (b) continue to maintain this insurance coverage throughout the duration of the contract. Additionally, the Contractor shall require its subcontractors to provide the same.

PART 2  
DEFINITIONS & ACRONYMS

**2. DEFINITIONS AND ACRONYMS:**

**2.1. DEFINITIONS:**

**2.1.1. AES ASSETS.** Any personnel or cargo or material supporting the USACE AES mission as determined by the Contracting Officer or the COR.

**2.1.2. CARGO/CLASSES OF MATERIALS.**

- Class I - Subsistence (food), gratuitous (free) health and comfort items.
- Class II - Clothing, individual equipment, tentage, organizational tool sets and kits, hand tools, unclassified maps, administrative and housekeeping supplies and equipment.
- Class III - Petroleum, Oil and Lubricants (POL) (package and bulk): Petroleum, fuels, lubricants, hydraulic and insulating oils, preservatives, liquids and gases, bulk chemical products, coolants, deicer and antifreeze compounds, components, and additives of petroleum and chemical products, and coal.
- Class IV - Construction materials, including installed equipment and all fortification and barrier materials.
- Class V - Ammunition of all types, bombs, explosives, mines, fuses, detonators, pyrotechnics, missiles, rockets, propellants, and associated items.
- Class VI - Personal demand items (such as health and hygiene products, soaps and toothpaste, writing material, snack food, beverages, cigarettes, batteries, and cameras—nonmilitary sales items).
- Class VII - Major end items such as launchers, tanks, mobile machine shops, and vehicles.
- Class VIII - Medical material (equipment and consumables) including repair parts peculiar to medical equipment. (Class VIIIa – Medical consumable supplies not including blood & blood products; Class VIIIb – Blood & blood components (whole blood, platelets, plasma, packed red cells, etc).
- Class IX - Repair parts and components to include kits, assemblies, and subassemblies (repairable or non-repairable) required for maintenance support of all equipment.
- Class X - Material to support nonmilitary programs such as agriculture and economic development (not included in Classes I through IX).
- Miscellaneous - Water, salvage, and captured material.

**2.1.3. CONTRACTOR.** A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

**2.1.4. CONTRACTING OFFICER.** A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

**2.1.5. CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state

the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.6. DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.7. DELIVERABLE. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.8 EXCUSABLE DELAY. Delays resulting from issues that are beyond the reasonable control of the contractor. Examples of excusable delays include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) unusually severe weather, (10) acts of the Host Nation, (11) acts of U.S. Forces or ISAF.

2.1.9 JOINT VENTURE. The Government will recognize the integrity and validity of contractor team arrangements; provided, the arrangements are identified and company relationships are fully disclosed in an offer, or for arrangements entered into after submission of an offer, before the arrangements become effective.

2.1.10. KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. Key personnel will be used as an evaluation factor in this best value procurement. An offer will be rejected if it does not have a firm commitment from the persons identified as Key Personnel in the proposal.

2.1.11. MISSION-DAY. Initial embarkation "wheels up to final destination "wheels down."

2.1.12. MISSION FLIGHT TIME. Minimum flight time necessary/needed to drop-off and pick-up USACE personnel and cargo.

2.1.13. NON-EXCUSABLE DELAY. Delays resulting from issues that are within the reasonable control of the contractor. Examples of non-excusable delays include (1) mechanical failure of the aircraft, (2) scheduled maintenance, (3) unscheduled maintenance, and (4) delays arising from the fault or negligence of the Contractor.

2.1.14. PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

2.1.15. QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.16. QUALITY ASSURANCE Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.17. QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.18. SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

## 2.2. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
AES	Afghanistan Engineering District--South
AFARS	Army Federal Acquisition Regulation Supplement
AMC	Air Mobility Command
AMCC	Allied Movement Control Center
AOR	Area Of Responsibility

AR	Army Regulation
CAA	Civil Aviation Authority
CARB	Commercial Air Review Board
CFR	Code of Federal Regulations
CCMDs	Combatant Commands
CLIN	Contract Line Item Number
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DOD	Department of Defense
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulation; Federal Aviation Regulation
GCC	Geographic Combatant Commander
ICAO	International Civil Aviation Organization
ISAF	International Security Assistance Forces
JV	Joint Venture
KAF	Kandahar Air Field
MD	Mission Day
MFT	Mission Flight Time
MILDEPs	Military Departments
KO	Contracting Officer
NAA	National Airflow Authority
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PPR	Prior Permission Required request
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit
USTRANSCOM	United States Transportation Command

PART 3  
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

**3. GOVERNMENT FURNISHED ITEMS AND SERVICES:**

3.1. Services: The Government will provide Letters of Authorization (LOAs) for all contractor employees utilized under this contract. In general, the LOAs will only authorize the following two Government-provided services:

- Common Access Cards (CACs)<sup>1</sup>/Identification Cards
- Resuscitative Care

However, the Government will authorize up to four (04) "loaded" LOAs with the following privileges:

- Common Access Cards (CACs)<sup>1</sup>/Identification Cards
- Resuscitative Care
- APO/FPO/MPO Postal Services
- Billeting
- CAAF
- DFAC
- Govt Furnished Meals
- Military Banking
- Military Exchange
- MILAIR
- MWR

It is the Government's intent that the loaded LOAs will be provided to the Operations Manager and 1 alternate, and the Program Manager and 1 alternate.

3.2. Facilities: The Government will provide office space inside the USACE Air Operations Center in order to accommodate the duties and responsibilities of the Operations Manager. The office space will include a desk and chair, and access to the following Government provided office equipment: computer, telephone, printer and scanner.

3.3. Utilities: None.

3.4. Equipment: See paragraph 3.2 above.

3.5. Materials: None.

3.6. Miscellaneous: Fixed Wing Overnight Parking Spot – Kandahar Air Field

<sup>1</sup>The Government will authorize the contractor employees a Common Access Card and/or Identification Card via issuance of a Letter of Authority (LOA) as governed by C<sup>3</sup> Acquisition Instruction (November 2010) Clause 952.225-0011. In order to be CAC-eligible, the contractor must satisfy the security and background vetting requirements as delineated in DTM 08-003 (December 1, 2008).

PART 4  
CONTRACTOR FURNISHED ITEMS AND SERVICES

**4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:**

4.1 General: The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform fixed-wing transportation services as defined in this Performance Work Statement (PWS).

4.2 Secret Facility Clearance: The following key Contractor personnel shall possess and maintain a DoD-issued SECRET clearance:

- a. Program Manager
- b. Operations Manager

4.3. Materials: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS.

4.4. Equipment: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS.

PART 5  
SPECIFIC TASKS

**5. Specific Tasks:**

**5.1. BASIC SERVICES**

**5.1.1. Fixed Wing Support Services.**

Fixed wing support service shall only be provided to secured installations and project sites. The Contractor will not be required to fly into zones not approved by U.S. or ISAF.

The Contractor shall have the fixed wing support available for initial embarkation at the designated time and location within 96 hours after notification by the COR. The initial embarkation location and time will be identified by the COR in the Movement Request.

The Contractor must possess the ability to coordinate Prior Permission Required (PPR) requests with the Allied Movement Coordination Center (AMCC) and the National Airflow Authority (NAA) and other aviation planning and approval organizations within Afghanistan.

**5.1.2. Concept Of Operations.**

- a. **Initial Movement Request submission:** At least 96 hours in advance, the AES COR will submit a Movement Request identifying when the fixed wing support service is required. The notification will include the initial embarkation location and time. The notification will include the proposed itinerary (stops), number of personnel and cargo (type and estimated weight) for the mission-day. See Technical Exhibit 3: Movement Request
- b. **Confirmation:** Not less than 24 hours from the initial embarkation time, the Contractor shall confirm the Movement Request with the COR.
- c. **Finalization:** At least 12 hours prior to departure, the Contractor shall provide an approved flight plan to the COR. The flight plan shall include all call signs to be used, radio frequencies, and determined flight routes and the threat assessment.
- d. **Notifications:** During the course of the mission-day while the flight plan is being executed, the Contractor shall verbally notify the COR with the following information whenever the event occurs. It is recognized that some events may occur multiple times within a mission-day:
  - Mission day start, time and location
  - Wheels up, time and location
  - Wheels down, time and location
  - Mission day end, time and location
- e. **Daily Mission Report & Briefing:** The daily mission report shall be provided in writing and verbally briefed to the COR by the contractor Operations Manager at the end of each mission day. Each daily mission report must be signed by both the contractor Operations Manager and COR at the conclusion of the briefing. The style and format of the report and briefing is left up to the contractor, but must be consistent, succinct, professional, and acceptable to the COR. The daily mission report and briefing must contain the following minimum information:
  - Mission day/date start time and location
  - Wheels up, times and locations, summary for the mission day
  - Wheels down, times and locations, summary for the mission day
  - Cargo tracking information (weight, type, pick-up and delivery points)
  - Passenger counts for each mission leg
  - Total number of flight hours recorded for the mission day

- Any air movement delays and/or cancellations, and the reason(s) thereof (the number of hours of delay will be recorded)
- A pre-briefing of the next scheduled mission to include anticipated routes, embarkation time/location, passenger count, cargo weight and type, and any suspected challenges
- Any other relevant issues/problems/concerns/suggestions

f. **Monthly Operations Report:** The Contractor shall provide a monthly summary operations report to reflect a monthly roll-up/total of the daily mission reports.

## 5.2 INVOICING/BILLING

The Contractor shall submit a monthly invoice package to the COR not later than the 5<sup>th</sup> working day of the following month. The monthly invoice package shall include the contractor's invoice, submitted in accordance with procedures outlined in FAR 52.232-5, a DD Form 250 cover sheet, and the COR's review of the contractor's flight log as described below.

The Contractor shall track fixed wing support service hours provided to AES each month. The Contractor shall maintain a *flight log, segregated* by calendar month, with single line entries for each mission-day. The Contractor shall enter the number of support hours provided on each mission-day.

***The flight log shall be reviewed by the COR at end of each month, or anytime upon COR demand. The COR will validate the flight log monthly as evidenced by his/her signature and date, indicating the Government's concurrence with the total number of support hours provided for the month.***

Fixed wing support service hours shall be accrued according to the following parameters:

- The Contractor shall invoice a flat-rate fee for the minimum of 90 hours of fixed-wing support provided each month.
- For each hour of support over 90 provided in a given month, the Contractor will be paid at the CLIN 0002 hourly rate to the 0.1 (tenth) of the mission hour.
- The Government reserves the right to cancel a fixed-wing mission at any time.

The *flight log* shall be the substantiating document for all hours over 90 invoiced by the contractor. ***Improperly documented entries, illegible entries, missing signatures or dates, or backdated entries will not be credited to the support hour total and will not be considered for invoicing or billing purposes.***

***In accordance with paragraph 6.0, the Contractor will be assessed the fixed hourly price (Item 0002 of the Contract Line Items) for each hour, or part thereof, over twelve (12) that replacement flight services are not made available as a result of a non-excusable delay. Replacement flight services will be arranged by the Contractor at the same rates, terms, and conditions of this contract. The total late charge will be recorded and deducted on each monthly invoice.***

The Contractor shall prepare a DD Form 250 (Material Inspection & Receiving Report) to support the monthly invoice—See Technical Exhibit 4. The Contractor will complete blocks #1 through #20, and #23 of the DD Form 250. Block #23 will be used to document the total number fixed wing support hours provided for the given month.

Each month and not later than the 5<sup>th</sup> working day of the following month, the COR will review the Contractor's flight log, monthly invoice, and DD Form 250.

***For an invoice to be considered properly submitted, the flight log, invoice, and DD Form 250 must agree.***

If the COR agrees with the flight log, invoice, and DD Form 250, then he/she will complete block #22 of the DD Form 250, and forward the invoice and completed DD Form 250 to the Contracting Officer for final approval and payment.

If the COR disagrees with the flight log, invoice, or DD Form 250, then he/she will meet with the contractor and resolve the discrepancies. If the COR is unable to resolve the discrepancies, the matter will be referred to the Contracting Officer for resolution.

### 5.3. CARGO HANDLING & TRACKING:

5.3.1 Cargo handling. The Contractor shall perform all cargo loading and unloading directly to or from the aircraft. There is no requirement to move or transfer cargo other than from the immediate vicinity of the aircraft. Cargo will be of the shape, weight, and packing such that no material handling equipment (tow motors, trailers, conveyer belts, etc.) will be required. The Government may—at its discretion--provide cargo handling assistance. Regardless, the Contractor shall be prepared to perform all loading and unloading in the absence of Government support.

For planning purposes, the contractor can expect to load/unload an average of 110 pounds of cargo per mission leg. The exact weight, type, amount of cargo will be conveyed via the Movement Request.

5.3.2 Tracking. The Contractor shall be responsible for safeguarding all government equipment, information and property transported under this contract. All AES assets shall be manifested, tracked, and accounted for each mission-day. The Contractor shall maintain an accountability log with a verifiable chain of custody (with signatures/dates) to track cargo and material turned over to the contractor for transport. The COR will review and reconcile the accountability log monthly to ensure all cargo and material has been properly transported and delivered.

### 5.4. SYNCHRONIZED PREDEPLOYMENT AND OPERATIONAL TRACKER (SPOT):

Pursuant to U.S. Central Command (U.S. CENTCOM) policy, upon award, the awardee will be directed to account for **all** contractor personnel, to include subcontractors and vendors, performing services under this contract in the U.S. CENTCOM Area of Responsibility (AOR). **SPOT is the required automated system that allows for contractor personnel accountability. SPOT is required for all new and current contracts/task orders that exceed \$25,000 or for any contracts/task orders for which the period of performance is more than thirty (30) days.**

### 5.5. ACCIDENT REPORTING:

#### 5.5.1 Notice Of Accidents – Missions That Are A Direct Result Of This Contract.

If the contractor's aircraft is involved in an accident or incident in support of a mission performed under this contract and as defined in 49 CFR, Part 830, the contractor shall transmit the following information by the most expeditious means available:

- Carrier and trip number
- Aircraft type and number
- Date and time of accident
- Last departure point and intended landing point
- Nature of accident and extent of damage to the aircraft so far as is known
- Total number of crew members and passengers onboard
- Number of injured and number of fatalities
- Condition of baggage or Government-owned material

The above information shall be transmitted to the COR and to the following:

Tanker Airlift Control Center (TACC)

Emergency Action Cell  
Scott Air Force Base  
(618) 229-0360

5.5.2 Notice Of Accidents – Missions That Are NOT Related To This Contract.

If the contractor's aircraft is involved in an accident or incident in support of a mission not performed under this contract, and defined in 49 CFR, Part 830, the contractor shall transmit the information in paragraph 5.4.1 by the most expeditious means available, no later than the next business day to the COR and to the following:

HQ AMC/A3B  
Scott Air Force Base  
(618) 229-4801 or 4343

PART 6

APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

6.1. The Contractor shall abide by all local Garrison Commanders' policies and procedures.

6.2. The Contractor shall abide by the following regulations:

- Federal Aviation Regulation Part 91
- Federal Aviation Regulation Part 135
- 32 CFR Part 861.3
- 32 CFR Part 861.4
- Department of Defense Instruction 4500.53 (October 20, 2008)

PART 7  
ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. **Attachment/Technical Exhibit List:**

7.1. Technical Exhibit 1 – Performance Requirements Summary

7.2. Technical Exhibit 2 – Deliverables Schedule

7.3 Technical Exhibit 3 – Movement Request

3a—Personnel Movement Request

3b—Cargo Movement Request

7.4 Technical Exhibit 4 – DD Form 250 (Material Inspection & Receiving Report)

**TECHNICAL EXHIBIT 1****Performance Requirements Summary**

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Standard	Performance Threshold	Method of Surveillance
<b>PRS # 1.</b> The contractor shall provide fixed wing support services in accordance with Part 5 of this PWS.	The contractor shall provide fixed wing support at the confirmed location and time (+/- one (01) hour).	95%	100% inspection; The COR will review the monthly flight log.
<b>PRS # 2</b> The contractor shall account for the Government cargo transported intra-theater in accordance with paragraphs 1.6.7.1 and 5.3 of this PWS.	The contractor shall maintain accountability and tracking for the Government cargo transported under this contract.	95%	100% inspection; The COR will review the monthly flight log.
<b>PRS # 3</b> The contractor shall provide a daily mission report in accordance with Part 5, paragraph 5.1.2e of the PWS.	The contractor shall prepare and present the daily mission report at the end of each mission day.	95%	100% inspection; The COR will review the cargo accountability log.
<b>PRS # 4</b> The contractor shall provide a monthly operations report in accordance with Part 5, paragraph 5.1.2f of the PWS.	The contractor shall prepare and present a monthly operations report not later than the 5 <sup>th</sup> working day of the following month.	95%	100% inspection; The COR will review the monthly invoice package.

Performance Level	Performance Threshold
Outstanding	>95%
Acceptable	95%
Marginal	< 95%
Unacceptable	< 90%

- Any marginal performance levels will require a submittal of a corrective action plan to be reviewed by the COR and approved by the Contracting Officer.
- Any unacceptable performance levels will generate a Letter of Concern.
- Three or more unacceptable performance levels in the same performance objective over the life of the contract will be grounds for a Show Cause notice in accordance with Federal Acquisition Regulation (FAR) 49.4.
- Unacceptable performance levels in three or more consecutive months, will be grounds for contract termination. In the event of contract termination, the terminated services will be re-procured with another responsible vendor. The terminated contractor will be held liable for any excess procurement costs.

## TECHNICAL EXHIBIT 2

## DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Quality Control Plan, PWS paragraph 2.0	Provided with proposal; update as required	02	Paper (hard copy), softcopy in MS Word format	Contracting Officer
Monthly Invoice Package, PWS paragraph 5.2	Provided monthly by the 5 <sup>th</sup> working day of the following month.	01	Paper (hard copy), softcopy in MS Word format	COR
Flight Log, PWS paragraph 5.2	Provided monthly by the 5 <sup>th</sup> working day of the following month.	01	Paper (hard copy binder)	COR
Cargo Log, PWS paragraph 5.3	Provided monthly by the 5 <sup>th</sup> working day of the following month.	01	Paper (hard copy binder)	COR
Operations Plan	Provided with proposal; update as required	02	Paper (hard copy), softcopy in MS Word format	Contracting Officer
Daily Mission Report	End of each mission day	02	1 Paper (hard copy), 1 softcopy in MS Word format	COR
Monthly Operations Report	Provided monthly by the 5 <sup>th</sup> working day of the following month.	02	1 Paper (hard copy), 1 softcopy in MS Word format	COR

The following is hereby revised as follows:

**SECTION H – SPECIAL CONTRACT REQUIREMENTS:**

CENTCOM Contracting Command (C3) clauses are hereby deleted in their entirety:

952.201-0001 OMBUDSMAN (NOV 2010)

952.225-0008 SHIPPING INSTRUCTIONS FOR WEAPONS (JUL 2010)

952.228-0001 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) (NOV 2010)

952.228-0002 DEFENSE BASE ACT INSURANCE RATES – LIMITATION – FIXED PRICE CONTRACTS  
(NOV 2010)

952.233-0001 C3 AGENCY PROTEST PROGRAM (NOV 2010)

952.245-0004 CONTRACTOR'S RESPONSIBILITY FOR PROPERTY AND PERSONAL DAMAGES (JUL  
2010)

**SUMMARY OF CHANGES**

(End of Summary of Changes)