# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES | |
|---|---|---|
| J | 1 | 18 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO.(If applicable) |
|---|---|---|---|
| 0002 | 09-Aug-2011 | | |

6. ISSUED BY CODE W5J9LE

AFGHANISTAN DISTRICT SOUTH (AES)
US ARMY CORPS OF ENGINEERS
APO AE 09355

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)

CODE FACILITY CODE

| | |
|---|---|
| X | 9A. AMENDMENT OF SOLICITATION NO. W5J9LE-11-R-0064 |
| X | 9B. DATED (SEE ITEM 11) 06-Jul-2011 |
| | 10A. MOD. OF CONTRACT/ORDER NO. |
| | 10B. DATED (SEE ITEM 13) |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer [X] is extended, [ ] 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 1 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 [ ] is not, [ ] 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 amendment is as follows:

See Continuation Pages ---

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 (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer) | 16C. DATE SIGNED 09-Aug-2011 |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**
AMENDMENT

**1. SF 33, BLOCK 9 is hereby revised to read:**

Due date is revised to read as follows: **18 AUGUST 2011, 5:00 PM (Afghanistan Local Time).**

**2. The following clause is hereby added:**

FAR 52.232-18 Availability of Funds (APR 1984)

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

**3. Page 7 – PROPOSAL SCHEDULE NOTES:**

The following sentence is hereby revised as follows:

**"3. The additional fixed-wing hours reflected as a quantity of "20" may be exercised at anytime during the performance period (base and option)."**

**4. Page 8 – Performance Work Statement – Revised:**

**AIR Transportation Support Services**

**PERFORMANCE WORK STATEMENT (PWS) - REVISED**

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

Part 1

Information

1. GENERAL INFORMATION: This is a non-personal services contract to provide fixed wing support services. ~~along with optional rotary wing 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.

1.1 Description of Services/Introduction: The Contractor shall provide personnel, equipment, supplies, fuel, facilities, transportation, tools, materials, supervision, and other non-personal services necessary to perform air transportation services. The base fixed wing base service shall be 90 hours per month with any unused hours carrying over to the next month. Optional FW hours may be exercised at anytime during the period of performance and will awarded sequentially for required additional FW hours over the base hours plus prior month carryover

hours. ~~Contractor shall also provide own bed-down parking space at Kandahar Air Field.~~ 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 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 Area, Resident and Project field offices, with each office overseeing many construction contracts. To effectively accomplish its mission, AES must have the ability to move personnel and cargo to its field offices and project sites.

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

1.4 Period of performance: The base contract period of performance shall be 6 (six) months, with ~~up five~~ one six(6) 6-month option period.

1.5 Quality Control: The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. 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. Any change to the quality control plan requires written approval of the contracting officer.

1.6 Quality Assurance: The Contractor's performance under this contract will be evaluated in accordance with the attached Quality Assurance Surveillance Plan (QASP). This plan defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable levels (AQLs).

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

1.8 Place of performance: The Contractor will be expected to fly to secure military installations within the AES AOR primarily to the following destinations:

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

***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.***

2.0 TYPE OF CONTRACT: Firm-fixed price contract.

3.0 BASIC SERVICES TO BE PROVIDED

3.1. Air Support Services.

Air 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 provide the air transportation services consistent with the Concept of Operations procedures described below.

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.

3.2. Concept of Operations.

a. **Movement Itinerary Submission:** At least 72 hours in advance, the AES COR will submit a Movement Itinerary identifying when the air transportation support service is required. See Technical Exhibit 3: Movement.

b. **Pre-Mission Day Confirmation:** Contractor to confirm the mission plan with COR 24 hours before scheduled flights.

c. **Final Flight Plan:** At least 12 hours prior to departure, the Contractor shall provide an approved flight plan and aviation CON-OP to the COR. The flight plan shall include all call signs to be used, radio frequencies, grids, tower contacts, determined flight routes, and the threat assessment.

d. **Mission Updates:** 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 contractor shall provide a daily mission report that is acceptable to the COR at the end of each mission day, which will be signed by both the contractor and COR. The daily mission report will contain the following::

- 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 review of the next day's scheduled mission
- 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: Number of Missions, Number of Passengers, Cargo Weight, Fuel, and Flight Hours.

~~3.3 Rotary Wing Option~~

~~The Government anticipates exercising the Rotary wing option approximately 10 hours per month, although there is no guarantee of minimum hours of usage. A minimum of 96 hours notice will be provided to the contractor for rotary wing support services to be charged at the applicable CLIN rate to the nearest 0.1 hour. The contractor is~~

~~expected to accommodate the request for rotary wing service or provide an acceptable alternate date 75 % of the time when requests are made within 7 days and 90 % of the time when the requests are made more than 7 days in advance~~.

3.4 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.

3.5 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.

## 4.0 KEY PERSONNEL:

The follow personnel are considered key personnel by the Government:

4.1 Operations Manager - The Contractor shall designate an operations manager, and alternate who shall be responsible for the performance of the work carried out under this PWS. This person, and the alternate, shall be identified as part of the contractor's proposal. The qualifications of the Operations manager and alternate will be evaluated as part of the contractor's proposal. The Operations manager shall have full authority to act for the Contractor on all contract matters relating to the contract. Individual(s) must be fluent in the English language, and possess a DOD U.S. SECRET security clearance, at time of proposal submission. The operations manager or alternate shall be available via email and/or mobile phone between the hours of 0700 hours and 1930 hours daily. Specific responsibilities include but are not limited to:

- Monthly performance roll up (see performance sheet)
- Coordinate flight crew rotations
- Sign-off on next day mission CONOP (Operations Manager, Air Officer, J3 OIC)
- Ensures flight team is briefed on upcoming missions;
- Coordinate with RC South, South-West and West Personnel Recovery cells; provide flight team ISOPREP information (see attached);
- Coordinate with Base Operations as needed regarding airspace/airfield deconfliction;
- Maintain a record of all previous missions to include itineraries, PPRs and MRFs. Maintain an updated "Fuel and Hours" log for all air assets and forward that information to AES monthly (see monthly performance report);
- Keep flight team abreast of Threats throughout RC South, South-West, and West;
- Disseminates AES Movement SOP to flight team to ensure compliance. Acts as a conduit between COR and pilots as it applies to recommendations and AAR commentary.

4.2 Air Scheduler: The Contractor shall provide with the proposal the names and resume of personnel who will function as the Air Scheduler. The air scheduler must be present in- the USACE Air Operations Center at least 30 minutes prior to "wheels-up, and shall remain present in the USACE Air Operations Center throughout the remainder of the mission day, including submission of the daily mission report (see Part 5, paragraph 5.1.2e). Individual(s) must be fluent in the English language, and possess a U.S. Secret security clearance, at time of proposal submission. Specific responsibilities include but are not limited to:

- Receive and process movement itinerary from air officer. Responsible for communicating movement demands to air crews, reporting aircraft locations to AES, coordinating personnel recovery actions when necessary.

- Coordinate with all landing strips, landing zones and air bases theater-wide.
- Submit all necessary paperwork (PPRs-Prior Permission Required & MRFs-Movement Request Forms) and documentation as it applies to the use air assets. Request and maintain ISAF Call Signs as it pertains to air movements. Provide operational recommendations as necessary. Maintain awareness of theatre-wide threats to Coalition Force air assets in order to advise the aircrew and AES of high threat locations.
- Advise and coordinate with cargo movement utilizing air assets throughout the Theatre of Operations. Filter and disseminate pertinent flight information between air personnel and AES. Provide operations manager with an updated and accurate flight calendar as requested, or necessary.

4.3 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.

**5.0 AIRCRAFT REQUIREMENTS:**

5.1 Commercial Air Review Board (CARB) certification: The prime contractor or joint-venture must be CARB certified at time of proposal submission, and provide documentation with proposal to substantiate certification.

5.2 FAA/CAA certification: The Contractor shall provide documentation of 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.

5.3 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://cfr.vlex.com/vid/861-4-dod-air-transportation-quality-safety-19753309?ix_resultado=1.0&query%5Bbuscable_id%5D=1081&query%5Bbuscable_type%5D=Fuente&query%5Bfilters_order%5D=source&query%5Btextolibre%5D=32+CFR+Part+861.4

5.4 Passenger Capacity: The Contractor shall provide aircraft with the capacity to comfortably accommodate at least ten (10) passengers.

5.5 Cargo Capacity: The Contractor shall provide an aircraft with a minimum payload capacity, per 14 CFR 119.3 of at least 2000 pounds during all operating conditions..

5.6 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. ~~Rotary wing aircraft shall have at least two engines.~~
- Pilots: Fixed-wing and rotary 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 about 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, VHF, UHF, or SATCOM.
- 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 OPERATIONAL REQUIREMENTS:

6.1 The Contractor shall maintain adequate resources and workforce for the ~~uninterrupted and consistent~~ performance of the tasks defined within this PWS except when the failure to perform arises from causes beyond the control of the Contractor or its agents or subcontractors, i.e. excusable delay. Up to 6 (six) maintenance days per month are allowable which shall be coordinated in advance with the COR.

6.2 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.

6.3 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.

6.4 Contractor shall promptly notify the COR for all delays.

6.5 For all non-excusable delays, the Contractor shall provide like-kind replacement flight services within ~~24~~ 48 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 as directed by the COR. After ~~24~~ 48 hours, the Contractor will be assessed a late charge in the amount of the CLIN 0002A hourly flight rate until like-kind or other transportation acceptable to the COR is provided.

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

6.6 For excusable delays, the Contractor shall provide like-kind replacement flight services as soon as possible as directed by the Contracting Officer.

## 7.0 APPICABLE STATUTES

7.1 In addition, the evaluation will comply with all federal statutes, regulation and policy requirements including:

- Charter air transportation of members of the armed forces, 10 USC Sec 2640 (Public Law 99-661).
- Airlift service, 49 USC 41106 (CRAF).
- Fly American Act, International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118).
- DoD Directive 4500.53, "Department of Defense (DoD) Commercial Air Transportation Quality and Safety Review Program," DEC 2010.
- 32 CFR (Code of Federal Regulations) Part 861, etc.
- FAR 47.402 Policy,
- FAR Clause 52.247-63 Preference For U.S. Flag Air Carriers JUN 2003.
- Federal Aviation Regulation Part 91and Part 135

7.2 Offerors shall provide documentation of any preference considerations with regard to Fly America Act and/or the Civil Reserve Air Fleet Acts.

## 8.0 SECURITY REQUIREMENTS:

8.1 Personnel Security: Contractor personnel performing work under this contract and traveling into the AES AOR must satisfy the badging and security requirements for each of the destinations listed in paragraph 1.8 for the life of the contract. The following Contractor personnel shall possess and maintain a DoD-issued SECRET clearance:

a. Operations Manager
b. Air Scheduler

8.2 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.

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

## 9.0. GOVERNMENT FURNISHED ITEMS AND SERVICES:

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

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

However, the Government will authorize up to six (6) "loaded" LOAs with the following privileges:

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

It is the Government's intent that the loaded LOAs will be provided to the Operations Manager and 1 alternate, and the Air Scheduler and 1 alternate. Two (2) additional loaded LOAs, as needed.

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

9.3. Ramp space: The Government will provide one (1) fixed wing bed-down location on the Kandahar Air Field.

NOTE: 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 $C^3$ Acquisition Instruction 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).

## 10.0 POST-AWARD AND PRE-FLYING PERIOD

Within 15 days of contract award, the contractor is expected to provide all required submittals, including SPOT and evidence of DBA insurance. Within 15 days award the contractor shall provide a schedule for obtaining the necessary badging, ramp access credentials for personnel, and arrival of flight crew and aircraft that shows readiness to fly missions within 30 days of award unless otherwise agreed to in writing by the Contracting Officer. During this 30 day period from award, a Pre-Flight meeting will be held with the COR to review and agree on the Concept of Operations Plan. The Contractor shall not begin mobilize equipment and resources until directed in writing by the Contracting Officer.

## 11.0 PERIODIC PRGRESS MEETINGS

The Contractor agrees to attend post award meeting and /or Pre-Start-up meetings convened by the Contracting Officer 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.

## 12.0 INVOICING/BILLING

12.1 The Contractor shall submit a monthly invoice package to the COR. ~~on the same date each month. not later than the 5th 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.

12.2 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.

12.3 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.

12.4 Air support service hours shall be accrued according to the following parameters:

- The Contractor shall invoice a flat-rate fee for the 90 hours of fixed-wing air transportation.
- Should actual hours during a month be less than 90, the unused hours will roll over to the next and succeeding months until utilized.
- For each hour of fixed wing services over 90 provided in a given month, any roll-over hours will first be applied, with additional hours ordered at the applicable additional fixed wing services rate to the 0.1 (tenth) of the mission hour.
- ***For*** each hour, or part thereof, over twenty-four (24) that replacement FW flight services are not made available as a result of a non-excusable delay, a deduction at the rate identified in the associated CLIN hourly rate will be made.
- ~~For each hour of rotary wing air transportation provided in a given month, the Contractor will be paid at the CLIN 0003 hourly rate to the 0.1 (tenth) of the mission hour.~~

12.5 The ***flight log*** will be utilized to reconcile the invoice submitted by the Contractor, with the Contracting Office making the final determination of payment.

12.6 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.

12.7 Each month and not later than the 5th 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.***

12.8 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.

12.9 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.

## 13.0 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 affect 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.

## 14.0 CONTRACTOR INSURANCE AND LIABILITY:

14.1 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.

14.2 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.

14.3 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.

## 15.0. ACCIDENT REPORTING:

15.1 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

15.2 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.

**5. Page 20, Attachment/Technical Exhibit Listing:**

Technical Exhibit 3 –Movement Itinerary was inadvertently omitted from the solicitation. A copy is attached within the amendment.

**Technical Exhibit 5 is added as follows:**

7.5 Technical Exhibit 5 – DD Form 254, Department of Defense Contract Security Classification Specification

**6. Page 35, C3 CLAUSE 952.225-0011 GOVERNMENT FURNISHED CONTRATOR SUPPORT (JUL 2010) is hereby revised as follows:**

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

.

U.S. Citizens Accompanying the Force

| | | |
|---|---|---|
| _X_APO/FPO/MPO/Postal Services | _X_DFACs | ___Mil Issue Equip |
| ___Authorized Weapon | ___ Excess Baggage | _X_MILAIR |
| _X_Billeting | ___ Fuel Authorized | _X_MWR |
| ___ CAAF | _X_Govt Furnished Meals | _X_Resuscitative Care |
| _X_Controlled Access (CAC)/ID Card | _X_ Military Banking | _X_Transportation |
| ___ Commissary | ___ Military Clothing | ___All |
| ___ Dependents Authorized | _X_Military Exchange | ___None |

Third-Country National (TCN) Employees

| | | |
|---|---|---|
| _X_APO/FPO/MPO/Postal Services | _X__DFACs | ___ Mil Issue Equip |
| ___ Authorized Weapon | ___ Excess Baggage | _X__MILAIR |
| _X_Billeting | ___ Fuel Authorized | _X__MWR |
| ___ CAAF | _X__Govt Furnished Meals | _X__Resuscitative Care |
| _X_Controlled Access (CAC)/ID Card | _X__ Military Banking | _X__Transportation |
| ___ Commissary | ___ Military Clothing | ___ All |
| ___ Dependents Authorized | _X__Military Exchange | ___ None |

Local National (LN) Employees

| | | |
|---|---|---|
| ___APO/FPO/MPO/Postal Services | ___DFACs | ___Mil Issue Equip |
| ___Authorized Weapon | ___Excess Baggage | ___MILAIR |
| ___Billeting | ___Fuel Authorized | ___MWR |
| ___CAAF | ___Govt Furnished Meals | _X_Resuscitative Care |
| _X__Controlled Access (CAC)/ID Card | ___Military Banking | ___Transportation |
| ___Commissary | ___Military Clothing | ___All |
| ___Dependents Authorized | ___Military Exchange | ___None |

**7. Page 69, Section L – Instructions, Conditions and Notices to Bidders:**

The following sentence is hereby deleted in its entirety:

You must submit an ORIGINAL and one (1) complete copy of your proposal. One set shall be stamped ORIGINAL and the second set shall be stamped COPY.

**8. Page 71, PAST PERFORMANCE QUESTIONNAIRE:**

The following is hereby added:

At least one (1) aviation related past performance questionnaires is required.

**9. Page 77, Section M – Evaluation Factors for Award**

This section is hereby deleted in its entirety and substitute as follows:

**A. BASIS FOR AWARD:**

The award will be made on the proposal which is determined to be the "best value" to the Government, with appropriate consideration given to Technical, Past Performance, and cost./price. The non-cost/price factors are more important than the cost/price factor. To receive consideration for award, a rating of no less than "acceptable" must be achieved or the for the technical and past performance factors. Offerors are cautioned that the award may not necessarily be made to the lowest cost offered.

**B. FACTORS and SUBFACTORS TO BE EVALUTED:**

1. FACTOR 1 – TECHNICAL. Sub-factors (a) and (b) are of equal importance. Sub-factor c is less important than sub-factors a and b when combined.

a. Resources (aircraft, key personnel). Aircraft – The contractor must present a minimum of two aircraft that satisfy the requirements of paragraph 5.0 of the PWS. Key Personnel – The contractor shall provide a roster of pilots that will be utilized to satisfy the requirements of the PWS. All pilots must be fully qualified to operate the proposed aircraft, must be fluent in English, and must have Federal Aviation Administration (FAA) and/or equivalent Civil Aviation Authority (CAA) commercial operator certificates. The offeror shall provide documented proof of the above. The pilots must be direct employees of the contractor or direct employees of a partner company as evidenced by a Joint Venture agreement, or have signed Letters of Intent (LOI) indicating full-time employment will be accepted with one of the above upon contract award. Operations Manager(s) – The contractor shall provide the name and qualifications of the Operations Manager(s) that will be used to support this project. The Operations Manager(s) must have experience managing air transportation support services, must be fluent in English, and must possess a U.S. issued SECRET security clearance, at the time of proposal submission. Air Scheduler(s) – The contractor shall provide the name and qualifications of the Air Scheduler(s) that will be used to support this project. The Air Scheduler(s) must have experience in receiving and processing movement itinerary, coordinate all landing strip, landing zones, prior permission required (PPRs) and Movement Requests (MRFs), and advise and coordinate with cargo movement utilizing air assets throughout the Theatre of Operations. Must be fluent in English, and must possess a U.S. issued SECRET security clearance, at the time of proposal submission.

b. Experiencing in flying in contingency areas and preparing Prior Planning Requests to Allied Movement Coordination Center (AAMC) and the National Airflow Authority (NAA) in advance of flight missions.

c. Management Plan (Plan should demonstrate an understanding of the PWS requirements and how the contractor will meet the PWS requirements, including but not limited to providing all personnel, including flight crew, ground crew, and maintenance, handling logistical requirements such as badging, satisfying security requirements at each of the FOB's (Forward Operating Bases) identified in the PWS, and ensuring uninterrupted Fixed wing service). In addition the Management Plan should demonstrate an understanding of the concept of operations as described in the PWS.

2. FACTOR 2 – PAST PERFORMANCE

The past performance evaluation assesses the performance risk associated with each proposal. The past performance assessment describes the degree of confidence the evaluator has in the offerors probability of successful contract performance based on the offerors demonstrated record of performance under similar or related contracts. The Government will assess the following: Quality of the Air Transportation Service; Meeting Established Flight Schedules; Coordination with Client, Monitoring of Hours Expended; Safe Working and Flying Environment; Cooperation of the Offerors Field Team; and Commitment to Client Satisfaction. The offeror must provide one example of a contract that demonstrates the above in past performance.

3. FACTOR 3 - COST/PRICE

Price proposals will be evaluated for those technical proposals determined to be acceptable.

C. EVALUATION APPROACH:

All proposals shall be subject to evaluation by the Government Source Selection Evaluation Board.

1. TECHNICAL EVALUATION:

a. Adequacy of Response. The proposal will be evaluated to determine whether the offerors methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the solicitation. The proposal will be evaluated to determine the extent to which each requirement of the solicitation has been addressed in the proposal in accordance with the proposal submission section of the solicitation.

b. Feasibility of Approach. The proposal will be evaluated to determine whether the offerors methods and approach to meeting the solicitation provide the government with a high level of confidence of successful completion within the required schedule.

2. PERFORMANCE RISK EVALUATION:

The Performance Risk evaluation will assess the relative risks associated with an offerors likelihood of success in performing the solicitation's requirements as indicated by that offerors record of past performance.

a. The Government will conduct a performance risk assessment based on the quality, relevancy and recency of the offerors past performance, as it relates to the probability of successful accomplishment of the required effort. Areas of relevance include past performance in flying in contingency areas, and in preparing and submitting Prior

Planning Requests. When assessing performance risk, the Government will focus its inquiry on the past performance of the offeror as it relates to all solicitation requirements. These requirements include all aspects of schedule, performance and supportability, including the offerors record of: 1) conforming to specifications and standards of good performance; 2) Maintaining program execution with cost; 3) business like concern for the interest of its customers; 4) adherence to contract schedules, including the administrative aspects of performance.

b. Offerors are cautioned that in conducting the performance risk assessment, the Government may use data provided in the offerors proposal and data obtained from other sources. Since the Government may not necessarily interview all of the sources provided by the offeror, it is incumbent upon the offerors to explain the relevance of the data provided. Offerors are reminded that while Government may elect to consider data obtained from other sources, the burden of providing low performance risk rests with the offerors.

3. COST/PRICE:

Price proposals will be evaluated for those technical proposals determined to be acceptable.

4. FEDERAL STATUTES, REGULATIONS AND POLICY REQUIREMENTS, COMMERCIAL AIR REVIEW BOARD (CARB):

Offerors shall provide documentation of any preference considerations with regard to Fly America Act and/or the Civil Reserve Air Fleet Acts.

3. PRICE EVALUATION:

The Government will evaluate offers for award purposes by adding the total of all CLIN prices, including all options.

----------END OF SECTION M----------

10. QUESTIONS AND ANSWERS –

Q1. Section 1.4 Period of Performance, page 8 of 80. Q. This is a short term (6 month) solicitation. Why isn't the base period for one year? It is difficult to commit assets for such a short term.

A1. Subject to funding availability, the government's preference would be to award both six (6) month base and six (6) month option.

Q2. Page 07 of 80 references rotary wing hours - Q. Please clarify the requirement is for fixed wing only.

A2. Reference(s) to Rotary wing hours is deleted in its entirety. The requirement is for fixed wing only.

Q3. Section 12. 4, Page 15 of 80. Q. This section references rotary wing - please clarify.

A3. See Q&A Number 2.

Q4. Section 6.5, Page 12 of 80. Q. (a) Based on the requirements, the contractor is pricing to provide the use of one aircraft. If a replacement is required to be in Afghanistan within 24 hours, the aircraft will have to 1) be available in the AOR and not dedicated to other contracts, or 2) included in the price as a backup aircraft. In most contracts, the

aircraft are allowed six days per month for scheduled maintenance events. At some point during the term, the aircraft will need scheduled maintenance. Please advice if it is USACE's intent for the offeror to include pricing for substitute aircraft to make up for the reduction in price as described in this section. Or, will USACE consider allowing 6 days per month for scheduled maintenance, as practiced by other DOD contracts? (b) Will the substitute aircraft service also require DOD/CARB certification? (c) Will USACE provide ramp and/or hangar space when an additional aircraft is needed while the primary in undergoing scheduled or unscheduled maintenance?

A4. (a) The PWS has been modified to provide up to six (6) maintenance days per month.
(b) Any aircraft carrying DOD personnel must be CARB certified.
(c) The PWS has been modified to indicate that the government will provide one fixed wing bed-down on KAF.

Q5. Please advise if day and night operations will be required.
A5. Primarily Day Time Operations.

Q6. The RFP does not mention that ramp space will be government provided. As you are aware, securing ramp space at Kandahar is very difficult without government support. Can you please clarify if the government is willing to secure ramp space for the contractor? If not, will the government provide support to the contractor, upon award, in working with the local U.S. military/ISAF authorities to help contractor secure ramp space to support the USACE air transportation requirements?

A6. See Q&A Number 4.

Q7. In almost all dedicated aircraft support contracts, the contractor is allowed at least 5 maintenance days per month or at minimum a down day every 7th day for schedule/routine maintenance. How many maintenance days is the contractor allowed per month/week to perform routine maintenance to keep aircraft at required operational readiness rates?

A7. See Q&A Number 4.

Q8. The RFP states that a replacement aircraft must be available within 24 hours. Is the government willing to pay for a back-up aircraft on site or at a nearby location? In order not to burden the government with extreme costs by costing in a backup/standby aircraft, we again ask that at least 5 maintenance days be allowed per month for the contractor to maintain the required level of availability. This will be a need of all CARB/FAA 135 approved operators and will not give an advantage to any contractor. It ensures adequate maintenance time for high standard of safety and operation per CARB and FAA guidelines.

A8. No. See Q&A Number 4.

Q9. When is the anticipated operational start date or period of performance? When does aircraft perform its first mission?

A9. Approximately 30 calendar days following contract award.

Q10. The PWS references rotor-wing services. Are rotor wing services required as part of this contract? Are we to cost in potential rotor-wing support in one of the CLINS? If rotor-wing support is needed the RFP must state utilization hours needed.

A10. See Q&A Number 2.

Q11. On page 35, government provided billeting is not listed. It is mentioned previous in the RFP. Will the U.S. Government provide billeting for all contractor's staff?

A11. As stated in the PWS, the Government will issue Letters of Authorization that will enable the contractor to obtain billeting for contractors' staff.

Q12. How many past performance questionnaires does USACE need to be completed by contractor's customers for this RFP?

A12. At least one (1) aviation related PPQ is required.

Q13. Do we need to send complete proposal (original and 1 hard copy) to a physical address? If yes, please provide address. If only electronic submissions are required do we still need to provide "1 copy stamped ORIGINAL and 1 stamped COPY" as per the RFP for our electronic submission?

A13. No hard copies need to be submitted, nor will be accepted. Proposals shall be sent electronically to the following address: TAS.CONTRACTING@USACE.ARMY.MIL.

Q14. Please clarify whether the Alternate Operations Manager should have a Secret Security Clearance at time of proposal.

A14. The alternate Operations Manager need not be identified with the proposal; however any individual serving as Operation Manager shall have a US DOD Secret Security Clearance. See DD254 to this amendment.

Q15. Will a NATO equivalent security clearance be acceptable?

A15. No. The Operations Manager and the Air Scheduler shall have a US DOD Secret Clearance. See DD 254 to this amendment.

Q16. Can the response for requirement W5J9LE11R0064 be sent via email?

A16. See Q&A Number 13.

SUMMARY OF CHANGES

(End of Summary of Changes)

FWI

CALLSIGN:
AIRCRAFT:
CAPTAIN:
CO-PILOT:
GLOBAL TL:
AIR OPS POC:

FLIGHT TIME:

| LEG# 1/2 | DEP | | | LEG RISK: | POC: |
|---|---|---|---|---|---|
| | | | | | NOTE: |

| | PICK UP | DROP OFF | RANK/CIV | NAME (LAST, FIRST, MI) | BLOOD | CELL PHONE# | ARMED | BD CHIT | PLB | CLS QUAL | CARRY ON | D BAGS | TRUNKS | Weight (lbs) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1. | | | | | | | | | | | | | | |
| 2. | | | | | | | | | | | | | | |
| 3. | | | | | | | | | | | | | | |
| 4. | | | | | | | | | | | | | | |
| 5. | | | | | | | | | | | | | | |
| 6. | | | | | | | | | | | | | | |
| 7. | | | | | | | | | | | | | | |
| 8. | | | | | | | | | | | | | | |
| 9. | | | | | | | | | | | | | | |
| 10. | | | | | | | | | | | | | | |
| | POB | | PPR # | | SQUAWK | | TOTALS: | | | | | | | |

CARGO

| | PICK UP | DROP OFF | Nomenclature | Qty | Weight | LENGTH | WIDTH | HEIGHT | PACKING | PICK UP/DROP OFF REQUIREMENTS | Weight (lbs) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1. | | | | | | | | | | | |
| 2. | | | | | | | | | | | |
| 3. | | | | | | | | | | | |
| 4. | | | | | | | | | | | |
| 5. | | | | | | | | | | | |
| 6. | | | | | | | | | | | |
| | | | | | | | | | | TOTALS: | |

| LEG# 2/2 | ARR | | FLIGHT TIME: | LEG RISK: | POC: |
|---|---|---|---|---|---|
| | DEP | | | | NOTE: |

| | PICK UP | DROP OFF | RANK/CIV | NAME (LAST, FIRST, MI) | BLOOD | CELL PHONE# | ARMED | BD CHIT | PLB | CLS QUAL | CARRY ON | D BAGS | TRUNKS | Weight (lbs) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1. | | | | | | | | | | | | | | |
| 2. | | | | | | | | | | | | | | |
| 3. | | | | | | | | | | | | | | |
| 4. | | | | | | | | | | | | | | |
| 5. | | | | | | | | | | | | | | |
| 6. | | | | | | | | | | | | | | |
| 7. | | | | | | | | | | | | | | |
| 8. | | | | | | | | | | | | | | |
| 9. | | | | | | | | | | | | | | |
| 10. | | | | | | | | | | | | | | |
| | POB | | PPR # | | SQUAWK | | TOTALS: | | | | | | | |

CARGO

| | PICK UP | DROP OFF | Nomenclature | Qty | Weight | LENGTH | WIDTH | HEIGHT | PACKING | PICK UP/DROP OFF REQUIREMENTS | Weight (lbs) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1. | | | | | | | | | | | |
| 2. | | | | | | | | | | | |
| 3. | | | | | | | | | | | |
| 4. | | | | | | | | | | | |
| 5. | | | | | | | | | | | |
| 6. | | | | | | | | | | | |
| 7. | | | | | | | | | | | |
| | | | | | | | | | | TOTALS: | |

# DEPARTMENT OF DEFENSE
## CONTRACT SECURITY CLASSIFICATION SPECIFICATION

*(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)*

**1. CLEARANCE AND SAFEGUARDING**

a. FACILITY CLEARANCE REQUIRED: SECRET

b. LEVEL OF SAFEGUARDING REQUIRED: NONE

**2. THIS SPECIFICATION IS FOR:** *(X and complete as applicable)*

| | | |
|---|---|---|
| | a. PRIME CONTRACT NUMBER | |
| | b. SUBCONTRACT NUMBER | |
| X | c. SOLICITATION OR OTHER NUMBER: W5J9LE-11-R-0064 | DUE DATE *(YYYYMMDD)*: |

**3. THIS SPECIFICATION IS:** *(X and complete as applicable)*

| | | | |
|---|---|---|---|
| X | a. ORIGINAL *(Complete date in all cases)* | | DATE *(YYYYMMDD)* |
| | b. REVISED *(Supersedes all previous specs)* | REVISION NO. | DATE *(YYYYMMDD)* |
| | c. FINAL *(Complete Item 5 in all cases)* | | DATE *(YYYYMMDD)* |

**4. IS THIS A FOLLOW-ON CONTRACT?** [ ] YES [X] NO. If Yes, complete the following:

Classified material received or generated under _____ *(Preceding Contract Number)* is transferred to this follow-on contract.

**5. IS THIS A FINAL DD FORM 254?** [ ] YES [X] NO. If Yes, complete the following:

In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____

**6. CONTRACTOR** *(Include Commercial and Government Entity (CAGE) Code)*

| a. NAME, ADDRESS, AND ZIP CODE | b. CAGE CODE | c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)* |
|---|---|---|
| | | |

**7. SUBCONTRACTOR**

| a. NAME, ADDRESS, AND ZIP CODE | b. CAGE CODE | c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)* |
|---|---|---|
| | | |

**8. ACTUAL PERFORMANCE**

| a. LOCATION | b. CAGE CODE | c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)* |
|---|---|---|
| | | |

**9. GENERAL IDENTIFICATION OF THIS PROCUREMENT**

FIXED WING SUPPORT SERVICES

| 10. CONTRACTOR WILL REQUIRE ACCESS TO: | YES | NO |
|---|---|---|
| a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION | | X |
| b. RESTRICTED DATA | | X |
| c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION | | X |
| d. FORMERLY RESTRICTED DATA | | X |
| e. INTELLIGENCE INFORMATION | | |
| (1) Sensitive Compartmented Information (SCI) | | X |
| (2) Non-SCI | X | |
| f. SPECIAL ACCESS INFORMATION | | X |
| g. NATO INFORMATION | X | |
| h. FOREIGN GOVERNMENT INFORMATION | X | |
| i. LIMITED DISSEMINATION INFORMATION | | X |
| j. FOR OFFICIAL USE ONLY INFORMATION | X | |
| k. OTHER *(Specify)* Access to CENTRIXS and SIPR | X | |

| 11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL: | YES | NO |
|---|---|---|
| a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY | X | |
| b. RECEIVE CLASSIFIED DOCUMENTS ONLY | | X |
| c. RECEIVE AND GENERATE CLASSIFIED MATERIAL | | X |
| d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE | | X |
| e. PERFORM SERVICES ONLY | | X |
| f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES | X | |
| g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER | | X |
| h. REQUIRE A COMSEC ACCOUNT | | X |
| i. HAVE TEMPEST REQUIREMENTS | | X |
| j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS | X | |
| k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE | | X |
| l. OTHER *(Specify)* | | |

**12. PUBLIC RELEASE.** Any information *(classified or unclassified)* pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release [ ] Direct [X] Through *(Specify)*

US Army Information Office; US Army Corps of Engineers, Middle East District; USACE Afghanistan Engineer Districts and COR.

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

**13. SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. *(Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)*

Ref 10e(2): Non-SCI Information is not releasable to contractor employees who have not received a clearance at the appropriate security level. Written concurrence of the KO is required prior to subcontracting. Access to Intelligence information required for performance.

Ref 10g: Personnel not assigned to a NATO staff position, but requiring access to NATO classified information, NATO COSMIC, NATO Secret or access to the NATO accredited SIPRNET terminals, must possess the equivalent FINAL or Interim U.S. Security Clearance based upon the appropriate personnel security investigation required. Personnel with access to NATO ATOMAL information must have the appropriate level FINAL U.S. Security Clearance. The government program/project manager is the designated representative that will ensure the contractor security manager and concerned employees are NATO briefed prior to access being granted. The contractor will maintain strict compliance in regards to NATO information IAW NISPOM Ch 10, Section 7. Prior approval from the KO is required for subcontracting.

Ref 10h: Foreign Government Information (FGI) is not releasable to contractor employees who have not received a FINAL clearance at the appropriate security level. Written concurrence of the KO is required prior to subcontracting.

Ref 10j: For Official Use Only (FOUO) Information generated and/or provided under this contract shall be safeguarded and marked as specified in 0 00 5200.I -R, Appendix 3.

Ref 10k: Secret Internet Protocol Network (SIPRNET) access required. The contractor shall not access, download or further disseminate any special access data (i.e. intelligence, NATO, COMSEC, etc.) outside the execution of the defined contract requirements and without the guidance and written permission of the KO. In the event that any special access is required, the KO must modify the requirements for the DD Form 254.

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. [X] Yes [ ] No
*(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)*

Contractor must comply with all CENTCOM, USFOR-A, ISAF, AED-N and AED-S security classification guidelines, as prescribed by the appropriate District J2, Intelligence Department.

**15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. [ ] Yes [X] No
*(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)*

**16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.**

| a. TYPED NAME OF CERTIFYING OFFICIAL | b. TITLE | c. TELEPHONE *(Include Area Code)* |
|---|---|---|
| JOHN H. WISE | SECURITY MANAGER AED-S | (540) 722-1090 |

| d. ADDRESS *(Include Zip Code)* | 17. REQUIRED DISTRIBUTION | |
|---|---|---|
| USACE, AED-S<br>APO AE 09355 | [X] | a. CONTRACTOR |
| | [ ] | b. SUBCONTRACTOR |
| | [ ] | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR |
| e. SIGNATURE | [ ] | d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
| | [X] | e. ADMINISTRATIVE CONTRACTING OFFICER |
| | [X] | f. OTHERS AS NECESSARY |