

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 93 PAGES
2. CONTRACT NO. N00033-11-C-1003-P0005	3. SOLICITATION NO. N00033-11-R-1003	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 25 Feb 2011	6. REQUISITION/PURCHASE NO. SEE SCHEDULE	
7. ISSUED BY MILITARY SEALIFT COMMAND, N1021/ PM1 914 CHARLES MORRIS COURT, SE WASHINGTON NAVY YARD DC 20398		CODE N00033	8. ADDRESS OFFER TO (If other than Item 7) <b>See Item 7</b>		CODE
TEL: (b) (6) (b) (6)				TEL: FAX:	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 03:30 PM local time 28 Mar 2011  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME CATHY STANGLER	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 202-685-5952	C. E-MAIL ADDRESS Cathy.Stangler@navy.mil
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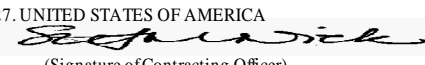
### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)					
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR AAR AIRLIFT GROUP, INC. TIM CHILDREY DBA AAR AIRLIFT 2310 COMMERCE PARK DRIVE NE PALM BAY FL 32905-2698		CODE 1WVA5	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)  TIM CHILDREY / SENIOR VICE PRESIDENT	
15B. TELEPHONE NO (Include area code) 321-837-2345	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED 0001 - 1024	20. AMOUNT \$(b) (4) EST	21. ACCOUNTING AND APPROPRIATION See Schedule			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)  <b>See Item 7</b>		CODE	25. PAYMENT WILL BE MADE BY DFAS-OMAHA/ FD SUBMIT INVOICES IAW THE CONTRACT. SEE SCHE OMAHA NE		CODE F25700
26. NAME OF CONTRACTING OFFICER (Type or print) STEFANI NICK TEL: (b) (6) EMAIL: (b) (6)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE 30-Sep-2011	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100202	Deobligates Exces FY12 Flight Rate FFP Deobligates excess flight rate funding in the amount of \$(b) (4) FOB: Destination PURCHASE REQUEST NUMBER: N000332242P102		Each		\$0.00
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
102303	Deobligates Firm Period Reimb. Funding FFP Deobligates (b) (4) of reimbursable funding for the Firm Period for Det B. FOB: Destination PURCHASE REQUEST NUMBER: N000332242P102		Each		\$0.00
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000302	Deobligate Excess FY12 Flight Rate FFP Deobligates excess flight rate funding in the amount of \$(b) (4) FOB: Destination PURCHASE REQUEST NUMBER: N000332242P101		Each		\$0.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
102302	Deobligates Firm Period Reimb. Funding FFP Deobligates \$(b) (4) of reimbursable funding for the Firm Period for Det B. FOB: Destination PURCHASE REQUEST NUMBER: N000332236P102		Each		\$0.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100103			Each		\$0.00

Det B, Base Period Per Diem Deobligation  
FFP

Deobligates DET B per diem funding resulting from OH-013, OH-016, OH-021, OH-022, & OH-023. Additionally, this credits the Government for fuel provided.

FOB: Destination

PURCHASE REQUEST NUMBER: N000332236P102

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000203			Each		\$0.00

Det A, Base Period Per Diem Deobligation  
FFP

Deobligates DET A per diem funding resulting from OH-012, OH-014, OH-015, OH-017, OH-019, and OH-024. Additionally, this credits the Government for fuel provided.

FOB: Destination

PURCHASE REQUEST NUMBER: N000332236P101

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002402	Deobligates Firm Period Reimb. Funding FFP Deobligates \$(b) (4) of reimbursable funding for the Firm Period of Det A. FOB: Destination PURCHASE REQUEST NUMBER: N000332236P101		Each		\$0.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100102	Det B, Base Period Per Diem Deobligation FFP Deobligates DET B per diem funding resulting from OH-006, OH-009, and credits from contract N00033-07-C-1004. FOB: Destination PURCHASE REQUEST NUMBER: N000332087P102		Each		\$0.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000202			Each		\$0.00

Det A, Base Period Per Diem Deobligation  
FFP

Deobligates DET A per diem funding resulting from OH-001, OH-007, and credits from contract N00033-07-C-1004.

FOB: Destination

PURCHASE REQUEST NUMBER: N000332087P101

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001			Each	\$0.00	\$0.00

Ground School Training

FFP

FFP

This includes the price of the course, enrollment, use of aircraft, insurance, equipment, personnel and all other items not specifically payable under another CLIN or rate of this Contract. See Section B 2.1.1 for details

FOB: Destination

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Each	\$(b) (4)	\$(b) (4)
	Firm Period, Detachment ALPHA Per Diem				
	FFP				
	FFP				
	Detachment Per Diem: 366 days. See Section B 2.1.2 (1) for details				
	366 days x \$(b) (4) = \$(b) (4)				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N000332340P102				

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NET AMT \$(b) (4)

ACRN AA \$(b) (4)  
 CIN: N000332340P1020001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201			Each		\$0.00
	N00033-11-C-1003 FIRM PERIOD CLIN 0002 COMM HELO PAC DET ALPHA. D				
	FFP				
	N00033-11-C-1003 FIRM PERIOD CLIN 0002 DET ALPHA.				
	DETACHMENT PER DIEM 01 OCT 2011 - 30 SEP 2012 366 DAYS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N000332340P102				

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Firm Period, ALPHA Aircraft Flight Rate FFP FFP Aircraft Flight Rate: 288 hours. See Section B 2.1.2 (2) for details 288 hours x \$(b) (4) = \$(b) (4) FOB: Destination PURCHASE REQUEST NUMBER: N000332340P103	1	Each	\$(b) (4)	\$(b) (4)

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NET AMT \$(b) (4)

ACRN AA \$(b) (4)  
CIN: N000332340P1030001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000301	N00033-11-C-1003 FIRM PERIOD, CLIN 0003 COMM HELO PAC DET ALPHA A FFP N00033-11-C-1003 FIRM PERIOD, CLIN 0003 DET ALPHA AIRCRAFT FLIGHT RATE 01 OCT 2011 - 30 SEP 2012 (288 FLIGHT HRS). FOB: Destination PURCHASE REQUEST NUMBER: N000332340P103		Each		\$0.00

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NET AMT \$0.00



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Firm Period ALPHA Inspections FFP FFP Two Inspections. See Section B 2.1.3 for details 2 inspections x (b) (4) FOB: Destination PURCHASE REQUEST NUMBER: N000332340P104	1	Each	\$(b) (4)	\$(b) (4)

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NET AMT \$(b) (4)

ACRN AA \$(b) (4)  
CIN: N000332340P1040001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000401	N00033-11-C-1003 FIRM PERIOD. CLIN 0004 COMM HELO PAC DET ALPHA. FFP N00033-11-C-1003 FIRM PERIOD. CLIN 0004 DET ALPHA. SEMI ANNUAL THIRD PARTY INSPECTIONS FY-12. 01 OCT 2011 - 30 SEP 2012 FOB: Destination PURCHASE REQUEST NUMBER: N000332340P104		Each		\$0.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Firm Period, ALPHA Flight Rate Option FFP FFP Aircraft Flight Rate Option: 56 hours. See Section B 2.1.2 (2) for details 56 hours x \$(b) (4) = \$(b) (4) FOB: Destination		Each	\$0.00	\$0.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Option 1, Detachment ALPHA Per Diem FFP FFP Detachment Per Diem: 365 days. See Section B 2.1.2 (1) for details 365 days x \$(b) (4) = \$(b) (4) FOB: Destination	1	Each	\$(b) (4)	\$(b) (4) EST

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NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Option 1 ALPHA Aircraft Flight Rate FFP FFP Aircraft Flight Rate: 288 hours. See Section B 2.1.2 (2) for details 288 hours x \$(b) (4) = \$(b) (4) FOB: Destination	1	Each	\$(b) (4)	\$(b) (4) EST

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NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Option 1, ALPHA Inspections FFP Two Inspections. See Section B2.1.3 for details 2 Inspection x \$(b) (4) = \$(b) (4) FOB: Destination	1	Each	\$(b) (4)	\$(b) (4) EST

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NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	Option 1 ALPHA Flight Rate Option FFP Aircraft Flight Rate Option: 56 hours See Section B 2.1.2 (2)for details 56 hours x \$(b) (4) = \$(b) (4) FOB: Destination	1	Each	\$(b) (4)	\$(b) (4) EST

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NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	Option 2, Detachment ALPHA Per Diem FFP FFP Detachment Per Diem: 365 days. See Section B2.1.2 (1) for details 365 days x \$(b) (4) = \$(b) (4) FOB: Destination	1	Each	(b) (4)	\$(b) (4) EST

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NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		1	Each	\$(b) (4)	\$(b) (4) EST
OPTION	Option 2, ALPHA Aircraft Flight Rate FFP FFP Aircraft Flight Rate: 288 hours. See Section B 2..1.2 (2) for details 288 hours x \$(b) (4) = \$(b) (4) FOB: Destination				

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NET AMT (b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		1	Each	\$(b) (4)	\$(b) (4) EST
OPTION	Option 2, ALPHA Inspections FFP FFP Two Inspections. See Section B 2.1.3 for details. 2 inspections x \$(b) (4) = \$(b) (4) FOB: Destination				

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NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013 OPTION	Option 2, ALPHA Flight Rate Option FFP FFP Aircraft Flight Rate Option: 56 hours. See Section B 2.1.2 (2) 56 hours x \$(b) (4) = (b) (4) FOB: Destination	1	Each	\$(b) (4)	\$(b) (4) EST

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NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014 OPTION	Option 3, Detachment ALPHA Per Diem FFP FFP Detachment Per diem: 365 days. See Section B 2.1.2 (1) for details. 365 days x \$(b) (4) = \$(b) (4) FOB: Destination	1	Each	\$(b) (4)	\$(b) (4) EST

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NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015 OPTION	Option 3, ALPHA Aircraft Flight Rate FFP FFP Aircraft Flight Rate: 288 hours. See Section B 2.1.2 (2) for details. 288 hours x \$(b) (4) = \$(b) (4) FOB: Destination	1	Each	\$(b) (4)	\$(b) (4) EST

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NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016 OPTION	Option 3, ALPHA Inspections FFP FFP Two Inspections. See Section B 2.1.3 for details. 2 inspections x \$(b) (4) = \$(b) (4) FOB: Destination	1	Each	\$(b) (4)	\$(b) (4) EST

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NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017 OPTION	Option 3, ALPHA Flight Rate Option FFP FFP Aircraft Flight Rate Option: 56 hours. See Section B 2.1.2 (2) for details. 56 hours x \$(b) (4) = (b) (4) FOB: Destination	1	Each	\$(b) (4)	\$(b) (4) EST

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NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018 OPTION	Option 4, Detachment ALPHA Per Diem FFP FFP Detachment Per Diem: 336days. See Section B.2.1.2 (1) for details. 336 days x \$(b) (4) = \$(b) (4) FOB: Destination	1	Each	\$6,186,096.00	\$(b) (4) EST

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NET AMT \$(b) (4) (EST.)



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019 OPTION	Option 4, ALPHA Aircraft Flight Rate FFP FFP Aircraft Flight Rate: 288 hours. See Section B 2.1.2 (2) for details. 288 hours x \$(b) (4) = \$(b) (4) FOB: Destination	1	Each	\$(b) (4)	\$(b) (4) EST

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NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020 OPTION	Option 4, ALPHA Inspections FFP FFP Two Inspections. See Section B 2.1.3 for details. 2 inspections x \$(b) (4) = \$(b) (4) FOB: Destination	1	Each	\$(b) (4)	\$(b) (4) EST

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NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021 OPTION	Option 4, ALPHA Flight Rate Option FFP Aircraft Flight Rate Ooption: 56 hours. See Section B2.1.2 (2)for details. 56 hours x (b) (4) = \$(b) (4) FOB: Destination	1	Each	\$(b) (4)	\$(b) (4) EST

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NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022 OPTION	ALPHA Delivery Price FFP FFP See Section B 2.1.2 (3) for details. FOB: Destination	1	Each	\$0.00	\$0.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023 OPTION	ALPHA Redelivery Price FFP FFP See Section B 2.1.2 (4) for details. 1 lumpsum of (b) (4) FOB: Destination	1	Each	\$(b) (4)	\$(b) (4)

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NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(b) (4)	ALPHA Reimbursables FFP FFP See Section B.3.0 for details. FOB: Destination PURCHASE REQUEST NUMBER: N000332340P105	(b) (4)	(b) (4)	(b) (4)	(b) (4)

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NET AMT \$(b) (4)

ACRN AA  
CIN: N000332340P1050001 \$(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002401	N0003311C1003 FIRM PERIOD. COMM HELO PAC DET ALPHA. REI FFP N0003311C1003 FIRM PERIOD. CLIN 0024 COMM HELO PAC DET ALPHA. REIMBURSABLES FY-12. FOB: Destination PURCHASE REQUEST NUMBER: N000332340P105		Each		\$0.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Firm Period Detachment BRAVO Per Diem FFP FFP Detachment Per Diem 366 days. See Section B 2.1.2 (1) for details. 366 days x \$(b) (4) = (b) (4) FOB: Destination PURCHASE REQUEST NUMBER: N000332340P106	1	Each	(b) (4)	\$(b) (4)

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NET AMT \$(b) (4)

ACRN AA \$(b) (4)  
CIN: N000332340P1060001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100101	N0003311C1003 FIRM PERIOD CLIN 1001 COMM HELO PAC DET BRAVO: DETA FFP N0003311C1003 FIRM PERIOD CLIN 1001 DET BRAVO: DETACHMENT PER DIEM 01 OCT 2011 - 30 SEP 2012 (366 DAYS). FOB: Destination PURCHASE REQUEST NUMBER: N000332340P106		Each		\$0.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	Firm Period BRAVO Aircraft Flight Rate FFP FFP Aircraft Flight Rate: 288 hurs. See Section B 2.1.2 (2) for details. 288 hours x \$(b) (4) = (b) (4) FOB: Destination PURCHASE REQUEST NUMBER: N000332340P107	1	Each	(b) (4)	\$(b) (4)

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NET AMT \$(b) (4)

ACRN AA \$(b) (4)  
CIN: N000332340P1070001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100201	N0003311C1003 FIRM PERIOD CLIN 1002 COMM HELO PAC DET BRAVO AIRCR FFP N0003311C1003 FIRM PERIOD CLIN 1002 COMM HELO PAC DET BRAVO AIRCRAFT FLIGHT RATE OCT 2011 - SEP 2012 (288 FLIGHT HRS). FOB: Destination PURCHASE REQUEST NUMBER: N000332340P107		Each		\$0.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	Firm Period BRAVO Inspections FFP FFP Two Inspections. See Section B 2.1.3 for details. 2 inspections x \$(b) (4) = \$(b) (4) DETACHMENT BRAVO. FOB: Destination PURCHASE REQUEST NUMBER: N000332340P108	1	Each	\$(b) (4)	\$(b) (4)

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NET AMT \$(b) (4)

ACRN AA \$(b) (4)  
CIN: N000332340P1080001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100301	N0003311C1003 FIRM PERIOD CLIN 1003 COMM HELO PAC DET BRAVO SEMI FFP N0003311C1003 FIRM PERIOD CLIN 1003 DET BRAVO SEMI ANNUAL THIRD PARTY INSPECTIONS FY-12. FOB: Destination PURCHASE REQUEST NUMBER: N000332340P108		Each		\$0.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	Firm Period BRAVO Flight Rate Option FFP FFP Aircraft Flight Rate Option: 56 Hours. See Section B 2.1.2 (2) for details. 56 hours x (b) (4) = \$(b) (4) FOB: Destination		Each	\$0.00	\$0.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005	Option 1, Detachment BRAVO Per Diem FFP FFP Detachment Per Diem: 365 Days. See B 2.1.2 (1) for details. 365 days x \$(b) (4) = (b) (4) FOB: Destination	1	Each	(b) (4)	\$(b) (4) EST

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NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006	Option 1, BRAVO Aircraft Flight Rate FFP FFP Aircraft Flight Rate: 288 hours. See Section B 2.1.2 (2) for details. 288 hours x \$(b) (4) = (b) (4) FOB: Destination	1	Each	(b) (4)	\$(b) (4) EST

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NET AMT \$(b) (4) (EST.)



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007	Option 1, BRAVO Inspections FFP FFP Two Inspections. See Section B 2.1.3 for details 2 inspections x \$(b) (4) = (b) (4) FOB: Destination	1	Each	(b) (4)	\$(b) (4) EST

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NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008 OPTION	Option 1, BRAVO Flight Rate Option FFP FFP Aircraft Flight Rate Option: 56 hours. See Section B 2.1.2 (2) for details. 56 hours x \$(b) (4) = (b) (4) FOB: Destination	1	Each	(b) (4)	\$(b) (4) EST

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NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009 OPTION	Option 2, Detachment BRAVO Per Diem FFP FFP Detachment Per Diem: 365 days. See Section B 2.1.2 (1) for details. 365 days x \$(b) (4) = \$(b) (4) FOB: Destination	1	Each	(b) (4)	(b) (4) EST

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NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010 OPTION	Option 2, BRAVO Aircraft Flight Rate FFP FFP Aircraft Flight Rate: 288 hours. See Section B. 2.1.2 (2) for details. 288 hours x \$(b) (4) = \$(b) (4) FOB: Destination	1	Each	(b) (4)	(b) (4) EST

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NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011 OPTION	Option 2, BRAVO Inspections FFP FFP Two Inspections. See Section B 2.1.3 for details. 2 inspections x (b) (4) = \$(b) (4) FOB: Destination	1	Each	(b) (4)	\$(b) (4) EST

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NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1012 OPTION	Option 2, BRAVO Flight Rate Option FFP FFP Aircraft Flight Rate: 56 hours. See Section B 2.1.2 (2) for details. 56 hours X \$(b) (4) = \$(b) (4) FOB: Destination	1	Each	(b) (4)	\$(b) (4) EST

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NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1013 OPTION	Option 3, Detachment BRAVO Per Diem FFP FFP details. FOB: Destination	1	Each	\$(b) (4)	\$(b) (4) EST
		365 days x \$(b) (4)	(b) (4)	B2.1.2 (1) for	

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NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1014 OPTION	Option 3, BRAVO Aircraft Flight Rate FFP FFP Aircraft Flight Rate: 288 hours. See Section B 2.1.2 (2) for details. 288 hours x \$(b) (4) = (b) (4) FOB: Destination	1	Each	\$(b) (4)	\$(b) (4) EST

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NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1015 OPTION	Option3, BRAVO Inspections FFP FFP Two Inspections. See Section B 2.1.3 for details. 2 inspections x (b) (4) = (b) (4) FOB: Destination	1	Each	(b) (4)	\$(b) (4) EST

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NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1016 OPTION	Option 3, BRAVO Flight Rate Option FFP FFP Aircraft Flight Rate Option: 56 hours. See Section B 2.1.2 (2) for details. 56 hours x (b) (4) = \$(b) (4) FOB: Destination	1	Each	\$(b) (4)	\$(b) (4) EST

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NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1017		1	Each	\$(b) (4)	\$(b) (4) EST
OPTION	Option 4, Detachment BRAVO Per Diem				
	FFP				
	FFP				
	Detachment Per Diem: 331 days. See Section B 2.1.2 (1) for details				
	336 days x \$(b) (4) = \$(b) (4)				
	FOB: Destination				

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NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1018		1	Each	(b) (4)	\$(b) (4) EST
OPTION	Option 4, BRAVO Aircraft Flight Rate				
	FFP				
	FFP				
	Aircraft Flight Rate: 288 hours. See Section B 2.1.2 (2) for details.				
	288 hours x \$(b) (4) = \$(b) (4)				
	FOB: Destination				

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NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1019 OPTION	Option 4, BRAVO Inspections FFP FFP Two Inspections. See Section B 2.1.3 for details. 2 inspections x (b) (4) = \$(b) (4) FOB: Destination	1	Each	(b) (4)	\$(b) (4) EST

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NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1020 OPTION	Option 4, BRAVO Flight Rate Option FFP FFP Aircraft Flight Rate Option: 56 hours. See Section B 2.1.2 (2) for details. 56 hours x \$(b) (4) = \$(b) (4) FOB: Destination	1	Each	(b) (4)	\$(b) (4) EST

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NET AMT (b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1021 OPTION	BRAVO Delivery Price FFP FFP See Section B 2.1.2 (3) for details FOB: Destination		Each	\$0.00	\$0.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1022 OPTION	BRAVO Redelivery Price FFP FFP See Section B 2.1.2 (4) for details. 1 lump sum x (b) (4) FOB: Destination	1	Each	(b) (4)	\$(b) (4)

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NET AMT \$(b) (4)



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1023	BRAVO Reimbursables FFP FFP See Section 3.0 for details. FOB: Destination PURCHASE REQUEST NUMBER: N000332340P109	1	Each	\$0.00	\$0.00

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NET AMT \$0.00

ACRN AA \$0.00  
CIN: N000332340P1090001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
102301	N0003311C1003 FIRM PERIOD CLIN 1004 COMM HELO PAC DET BRAVO. REIM FFP N0003311C1003 FIRM PERIOD CLIN 1004 COMM HELO PAC DET BRAVO. REIMBURSABLES FY-12. FOB: Destination PURCHASE REQUEST NUMBER: N000332340P109		Each		\$0.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1024 OPTION	Det BRAVO Ground School Training FFP This includes the price of the course, enrollment, use of aircraft, insurance, equipment, personnel and all other items not specifically payable under another CLIN or rate of this Contract. See Section B 2.1.1 for details FOB: Destination	1	Each	\$(b) (4)	\$(b) (4)

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NET AMT \$(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3000	Reserved FFP Reserved FOB: Destination		Each	\$0.00	\$0.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300001	Reserved FFP Reserved FOB: Destination		Each	\$0.00	\$0.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300002	Reserved FFP Reserved FOB: Destination		Each	\$0.00	\$0.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300003	Reserved FFP Reserved FOB: Destination		Each	\$0.00	\$0.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300004	Reserved FFP Reserved FOB: Destination		Each	\$0.00	\$0.00
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300005	Reserved FFP Reserved FOB: Destination		Each	\$0.00	\$0.00
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300006	Firm Period Detachment BRAVO Per Diem FFP FFP Detachment Per Diem 366 days. See Section B 2.1.2 (1) for details. 366 days x \$(b) (4) = (b) (4) FOB: Destination		Each	\$0.00	\$0.00

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300007	Firm Period BRAVO Aircraft Flight Rate FFP FFP Aircraft Flight Rate: 288 hurs. See Section B 2.1.2 (2) for details. 288 hours x \$(b) (4) = (b) (4) FOB: Destination		Each	\$0.00	\$0.00

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NET AMT \$0.00

### SECTION B Supplies or Services and Prices

**AAR Airlift Group's** offer dated 29 July 2011 is hereby incorporated by reference. Where the offer exceeds requirements listed in other sections of this contract, the offer shall govern. Any substitution under this contract shall meet or exceed what is contained in the offer.

It is noted that the (b) (4) aircraft offered and accepted under this contract meets or exceeds all minimum requirements outlined in Section C, in particular C3.0 and C4.0. Specifications and characteristics of the (b) (4) as offered by AAR and accepted by the Government are incorporated by Attachment J4 herein and are the standard for performance and any substitution of aircraft under this contract.

**B1.0 GENERAL RATES**

B1.1 The Government shall pay for services provided under this contract at the fully loaded applicable rates as set forth in the Rate Table. Said payments shall be considered payment in full for all services, equipment, personnel, supplies, training, travel costs and maintenance of aircraft including overtime, penalty time, bonuses, payments and emoluments payable to Contractor personnel irrespective of the geographic scope of said services and including the carriage of hazardous cargos.

**B2.0 DEFINITION OF RATES****B 2.1 Firm Period and Option Prices and Rates:**

B 2.1.1 Ground School Training - This is a lumpsum price to include the price of the course, enrollment, use of aircraft, insurance, equipment, personnel and all other items not specifically payable under another CLIN or rate of this contract.

**B 2.1.2 Deployed Detachment**

- (1) Detachment Per Diem (Ship-based). This daily rate applies when detachments are assigned aboard ship. This rate includes the price of two aircraft, maintenance, equipment, personnel and all other items not specifically payable under another CLIN or rate of this contract. This rate includes all costs associated with currency and proficiency rides.
- (2) Aircraft Flight Rate. This hourly rate includes prices associated with actual flight operations of the aircraft including fuel. The DLA-Energy value of any fuel the detachment receives from the Government will be credited against the contractor's invoices.
- (3) Delivery Price. This is a lumpsum price payable upon Government acceptance of the aircraft and includes the price to transport the aircraft to the delivery location.
- (4) Redelivery Price. This is a lumpsum price payable upon redelivery of the aircraft to the Contractor and includes the price of transportation from the redelivery location to the Contractor. The Government will not pay the redelivery price if the aircraft is not redelivered to the Contractor or its agents (e.g., an aircraft is lost or an option is declared that continues performance past the period of time covered).

B 2.1.3 Inspection Price. This is the price for third party inspections conducted on the aircraft under contract as outlined in Section E.

**B3.0 REIMBURSABLE SUPPLIES AND SERVICES**

This section corresponds to the Reimbursables CLIN.

- B 3.1 The Government will reimburse the Contractor only for the actual price paid for those supplies and services that are identified as reimbursable items by this Contract. "Actual price" paid by the Contractor for such supplies and services, includes tax paid, if any, reduced by any and all credits and rebates, whether accrued or realized, associated with the supplies and services provided. "Actual price" does not include material handling charges, overhead, general and administrative costs, profit, or any other indirect cost that is in any way associated with the Contractor's purchase or provision of such supplies and services. The parties expressly agree that the offered and accepted Detachment Per Diem Rate includes all costs incurred or paid by the Contractor, including but not limited to material handling charges, overhead, general and administrative costs, or profit, that are in any way associated with the Contractor's purchase or provision of such supplies and services.
- B 3.2 To be eligible to receive reimbursement for services and supplies identified in this Contract as reimbursable items and obtained in support of this Contract, the Contractor must obtain at least three quotes for each transaction in excess of \$2,500 to ensure that adequate price competition was sought or the Contractor must provide an acceptable justification as to why it was impracticable to do so. In the case of fuel purchases, unless directed otherwise by the Contracting Officer, the Contractor shall provide the documentation listed in subparagraphs (i) through (iii) below to the Contracting Officer for approval prior to purchasing fuel. For purchases of services and supplies and other than fuel, the Contractor need provide the aforementioned documentation only when requested by the Contracting Officer. The Contractor shall maintain documentation of all reimbursable purchases until three years after the Contract is completed and shall provide access to and copies of such documentation when requested by the Contracting Officer.
- (i) A description of the supplies or services to be subcontracted.
  - (ii) Identification of the proposed subcontractor and price.
  - (iii) Suppliers contacted and price quotes. Include other pertinent data such as price lists used if suppliers were not contacted and information regarding the selection if other than price-related factors were considered.
- B 3.3 The Contracting Officer may reduce the reimbursement by any amount above that which the Contracting Officer finds, in his/her sole discretion, is greater than that which is fair and reasonable for the supplies or services provided, giving due consideration to the facts and circumstances prevailing at the time that the Contractor procured the supplies and services. Disputes as to the amount by which any reimbursement is reduced shall be resolved in accordance with the "Disputes" clause of the Contract. It shall be the Contractor's burden to demonstrate that the price it paid for reimbursable supplies and services was fair and reasonable.
- B 3.4 When the Contractor expects total funding expended for reimbursable items to reach 85 percent of the total funds available on each Reimbursable Supplies and Services CLIN, the Contractor shall notify the Contracting Officer and the COR and any other Government official identified by the Contracting Officer. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule. The Contractor shall not exceed or incur costs that exceed the amount of funding stated on each Reimbursable Supplies and Services CLIN at the time a reimbursable item is ordered.

- B 3.5 The Government is not obligated to reimburse the Contractor for otherwise reimbursable supplies and services in excess of the funded amount stated in the Schedule under each Reimbursable CLIN.
- B 3.6 The Contractor is not obligated to continue performance of any reimbursable work under this Contract or otherwise incur costs for reimbursable supplies or services in excess of the funded amount stated in the Schedule under each Reimbursable CLIN unless the Contracting Officer notifies the Contractor that the funded amount stated in the Schedule under the applicable Reimbursables CLIN has been increased. Notification shall be in writing. In the event notification is made orally, such notification shall be followed up in writing within two working days.
- B 3.7 No notice, communication, or representation from any person other than the Contracting Officer shall affect the Government's obligation to reimburse the Contractor.
- B 3.8 Change orders shall not be considered an authorization to exceed the funded amount stated in the Schedule under the Reimbursable CLIN unless they contain a statement expressly increasing the funded amount of the Reimbursables CLIN by a sufficient amount to cover the change order.
- B 3.9 All quantities are estimates unless specifically guaranteed and shall not be the basis for any claim.

**B4.0 FUNDING**

- B4.1 This contract incorporates FAR 52.232-18 (Availability of Funds).

**B5.0 RATE TABLE**

- B5.1 See CLINs.



## Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT**SECTION C Descriptions and Specifications****C 1.0 DEFINITIONS**

- C 1.1 “**ACO**” – Contracting Officers administering contracts.
- C 1.2 “**AD**” – Airworthiness Directive
- C 1.3 “**Aircraft**” – As proposed.
- C 1.4 “**All-up Weight**” – Total weight of the aircraft under defined conditions, or at a specific time during flight.
- C 1.5 “**Alterations**” – Additions of equipment; changes to the configuration, location, type, or number of pieces of equipment or systems; changes in the arrangement and outfitting of the aircraft.
- C 1.6 “**AMC Approval of Contractor**” – The date upon which Air Mobility Command (AMC) provides the contractor notice that it is approved for use by the Department of Defense through the Air-Carrier Review Board process.
- C 1.7 “**Assigned Personnel**” – Those personnel, (corporate officers, pilots, maintenance crew, etc.) assigned to this contract and as approved by the Government.
- C 1.8 “**Associated Equipment**” – Construed to include all Contractor-furnished or owned equipment necessary for performance under this Contract.
- C 1.9 “**CAGE**” – Commercial and Governmental Entity Code
- C 1.10 “**CARB**” – Commercial Airlift Review Board
- C 1.11 “**CFE**” – Contractor-Furnished Equipment
- C 1.12 “**CFR**” – Code of Federal Regulations
- C 1.13 “**CNAF East**” – Commander, Naval Air Forces, Atlantic
- C 1.14 “**CNAF West**” – Commander, Naval Air Forces, Pacific
- C 1.15 “**COMSC**” – Commander, Military Sealift Command
- C 1.16 “**COMSEC**” – Communications Security
- C 1.17 “**Contract**” – An agreement resulting from the referenced solicitation.
- C 1.18 “**Contract Date**” – Date of Contract Award

- C 1.19 “**Contracting Officer**” – The MSC appointed representative that has the authority to enter into, administer, and/or terminate contracts or make related determinations and findings.
- C 1.20 “**Contracting Officer’s Representative**” (**COR**) – A person authorized by the Contracting Officer to act as a representative of the Contracting Officer.
- C 1.21 “**Crew**” – Of the aircraft identified by name in the Contractor’s proposal or in writing thereafter per Section C11.
- C 1.22 “**Cross Deck**” – Transferring of all detachment personnel, equipment, tools, spare, aircraft, etc. from one vessel to another. This may take place in port or under way.
- C 1.23 “**Detachment**” – All Contractor personnel and equipment (including aircraft) deployed aboard a vessel, or ashore if the detachment is operating from a shore base, for purposes of performing the services called for in this contract.
- C 1.24 “**DFARS**” – Department of Defense Federal Acquisition Regulation Supplement (issued by the Department of Defense).
- C 1.25 “**DIT**” – Dynamic Interface Testing
- C 1.26 “**DLA Energy**” - Provides the Department of Defense and other government agencies with energy support (e.g., fuel).
- C 1.27 “**DLQ**” – Deck Landing Qualifications (Day and Night)
- C 1.28 “**DOD**” – Department of Defense
- C 1.29 “**DSS**” – Defense Security Service
- C 1.30 “**FAA**” – Federal Aviation Administration. In this document FAA may be assumed to include other international regulatory bodies, as appropriate.
- C 1.31 “**FAR**” – Federal Acquisition Regulation, or Federal Aviation Regulation. Context shall dictate which applies.
- C 1.32 “**FCC**” – Federal Communications Commission
- C 1.33 “**Flight Deck Safety Officer**” – The individual charged with the responsibility of ensuring the overall safety of the flight deck operations. This individual shall be Contractor personnel, and may serve as the VERTREP Control Officer as a collateral duty.
- C 1.34 “**Ft**” – feet
- C 1.35 “**GFP**” or “**GFE**” – Government-Furnished Property or Government-Furnished Equipment (see the clause incorporated by reference at Article I38 herein)
- C 1.36 “**Government**” – The United States of America

- C 1.37 “**Government Personnel**” – All embarked personnel not employed by the Contractor, including military personnel and Government-employed civilians.
- C 1.38 “**Helicopter Control Officer**” – (HCO). The HCO is responsible for the conduct of helicopter operations.
- C 1.39 “**HOGÉ**” – Hover Out of Ground Effect
- C 1.40 “**IFR**” – Instrument Flight Rules
- C 1.41 “**IMC**” – Meteorological conditions expressed in terms of visibility, distance from clouds, and ceiling less than the minimum specified for visual meteorological conditions. *IMC conditions exist any time a visible horizon is not distinguishable.*
- C 1.42 “**Key Personnel**” – Those Contractor personnel specified in Section C6.4.
- C 1.43 “**Landing Signalman Enlisted**” – (LSE). The LSE is responsible for visually signaling to the helicopter, thus assisting the pilot in making a safe takeoff and/or approach and landing to the ship. This person is responsible for directing the pilot to the desired deck spot and for ensuring general safety conditions of the flight deck area, to include control of the flight deck crew. His signals are advisory in nature, with the exception of wave-off and hold, which are mandatory.
- C 1.44 “**Maintenance Foreman**” – The individual charged with the responsibility of ensuring the airframes and associated equipment is maintained in accordance with this contract. This person shall be deployed with the detachment under his/her cognizance.
- C 1.45 “**MSC**” – Interchangeable with “COMSC.”
- C 1.46 “**NFAF**” – Naval Fleet Auxiliary Force
- C 1.47 “**NMCARS**” – Navy Marine Corps Acquisition Regulation Supplement
- C 1.48 “**N.T.S.B.**” - National Transportation Safety Board
- C 1.49 “**NWP**” – Naval Warfare Publication
- C 1.50 “**P & I**” – Protection and Indemnity insurance
- C 1.51 “**Paying Office**” – Office from which payments are issued.
- C 1.52 “**PIC**” - The pilot in command of an aircraft who is in charge of the aircraft and is the final authority over all operations and safety throughout the flight.
- C 1.53 “**Primary Mission**” – The missions identified in Section C2.3. All Detachments must be capable of performing these duties.
- C 1.54 “**Program Manager – COMSC**” – The individual charged with the responsibility for overall management of the NFAF fleet, and deployed detachment.

- C 1.55 **“Program Manager – Contractor”** – An individual charged with the responsibility for design, development, administration and Integrated Logistics Support of all services provided under this contract. This individual shall not be deployed as a part of a detachment.
- C 1.56 **“Project Officer”** – An individual charged with the responsibility of shipboard or shore-based administration and personnel of a particular detachment. This individual shall be deployed with the detachment under his/her cognizance. Also referred to as the Detachment Officer In Charge (OIC).
- C 1.57 **“RFP”** – Request for Proposals; interchangeable with "solicitation."
- C 1.58 **“SIC”** – The pilot who is second in command of an aircraft.
- C 1.59 **“Test Director”** – Government’s representative directing orientation process.
- C 1.60 **“TIN”** – Taxpayer Identification Number.
- C 1.61 **“Training Coordinator”** – The individual responsible for tracking and maintaining detachment personnel training, skill and certification currency.
- C 1.62 **“Transient”** – Term to describe aircraft or personnel not officially part of a deployed detachment. Examples of this are: manufacturer maintenance personnel, aircraft being cycled into or out of a detachment, Contractor personnel with deployment for purposes of observing, etc.
- C 1.63 **“U.S.”** – United States of America.
- C 1.64 **“USD”** – U.S. dollars.
- C 1.65 **“VERTREP”** – Vertical Replenishment.
- C 1.66 **“VERTREP Cargo Supervisor”** – Directs the cargo handling and is responsible for assembly, packaging, and placement of all loads, as well as accounting for returned handling equipment. This person is responsible for weighing and marking all loads and shall ensure load weights are within the limits dictated by the VERTREP control officer.
- C 1.67 **“VERTREP Control Officer”** – Responsible to the Helicopter Control Officer (HCO) for cargo organization and supervision of cargo movement relative to the overall vertical transfer process. This person provides necessary directions for cargo spotting, determines the placement of loads on the flight deck, and determines the method of assembly packaging for transfer. The VERTREP control officer will be responsible for the following specific duties aboard the transferring ship:
- (1) Provide necessary directions for cargo spotting and determine placement of loads on the flight deck and the methods of assembly packaging for transfer.
  - (2) Schedule deliveries to the various ships in accordance with the overall underway replenishment (UNREP)/VERTREP plan.

- (3) Advise the HCO to alert each receiving ship via the helicopter control circuit prior to commencing the transfer (when within UHF range).
- (4) Advise the flight deck cargo supervisor of the replenishment order and changes thereto so the proper cargo can be brought up to the deck and positioned.
- (5) Determine from the helicopter pilot or other detachment pilot the maximum load the helicopter can lift, and pass this information to the cargo supervisor. This shall be accomplished prior to takeoff.
- (6) Assist the HCO in coordinating all helicopter administrative flights and transfers scheduled during the replenishment operation.
- (7) Keep the bridge informed of the progress and status of the operation, including number of lifts remaining and the estimated completion time.
- (8) The HCO may perform the duties of VERTREP control officer.

C 1.68 **"VERTREP Hookup Person"** – For VERTREP operations, the hookup person is on the flight deck near the helicopter while it is hovering to pick up cargo. His primary responsibility is to ensure that the load to be hooked up is rigged correctly and that the pendant end is placed on the helicopter cargo hook.

C 1.69 **"VERTREP Load Spotter"** – The receiving ship may provide a load spotter. The load spotter's responsibility is to indicate the desired drop location to the pilot and crew of the VERTREP helicopter.

C 1.70 **"VMC"** – Metrological conditions expressed in terms of visibility, cloud distance, and ceiling that are equal to or better than specified minimum. Basic weather conditions prescribed for flight under visual flight rules. (See Chapter 5 of OPNAVINST 3710.7).

## **C 2.0 OBJECTIVES, MISSIONS, CONDITIONS**

### C 2.1 Statement of Work, Deployment and Control

C 2.2 The Contractor shall provide helicopter detachments to provide ship-based and/or shore-based vertical replenishment services and other duties as outlined in this contract including applicable attachments and exhibits. Such services shall be supplied at any time, day or night, on a 24-hour per day basis. The Contractor shall not anticipate use of Government supplied services or supplies, other than those explicitly stated herein. The required service schedule is as follows:

#### C 2.2.1 Two Detachments:

- (1) Alpha Detachment will be deployed October 2011 for 12 months onboard ship each year.
- (2) Bravo Detachment will be deployed October 2011 for 12 months onboard ship each year.

C 2.2.2 It is anticipated the detachments will be used to meet in-theater 5<sup>th</sup> and 7<sup>th</sup> Fleet requirements. (Anticipated primary ports are listed in Attachment J8.)

C 2.2.3 It is anticipated that detachments will be forward deployed in theater, and therefore may cross-deck to relieving vessels as required when aboard ship.

C 2.2.4 The Contractor shall perform all administrative and support functions as outlined herein.

C 2.2.5 While deployed the Contractor's detachments shall be operated under the control of:

- (1) *Aboard Ship* - the ship's Master, or other authority as delegated by the Contracting Officer or COR.
- (2) *Detached Ashore* - CNAF EAST or CNAF WEST, or other authority as delegated by the Contracting Officer or COR.

C2.2.6 The Contractor shall perform all administrative and support functions as outlined herein.

### C 2.3 Mission Capability

C 2.3.1 Detachment will be required to conduct the missions described herein. These are absolute requirements that the detachment must perform. Prices for these services are payable under the Per Diem rates and hourly Flight Rates identified in Section B. These missions are as follows:

- (1) Day and night vertical replenishment services, to include movement of stores, ammunition and other high value cargoes.
- (2) Visual Search and Rescue (SAR) operations with (1) non-swimmer assisted personnel recovery; and (2) rescue hoist, rescue hoist operator and recovery basket or other recovery equipment.
- (3) Performance and participation in Dynamic Interface Testing (DIT) and Wind over the Deck Testing, when directed by the Contracting Officer. The Contractor will be required to present the aircraft as determined by the Government for this testing. The Pilot In Command (PIC) will be a U.S. Navy test pilot school graduate with a minimum of 50 flight hours in aircraft model, provided by the Government. If there is no Navy pilot available with 50 hours in type, then the Government will have to train a Navy test pilot to fly the aircraft provided under the Contract. The Contractor shall provide the Second In Command (SIC) pilot. The Contractor will be reimbursed for flight hours utilized in accordance with the per diem and hourly rates identified in Section B. Any additional insurance or aircraft transportation costs associated with DIT shall be reimbursed in accordance with B3.0. During this test period, the aircraft shall be configured as required under this Contract. Once the test is completed, the aircraft will be released to the Contractor.
- (4) Internal passenger transfer for MEDEVAC reasons

(5) Internal passenger transfer

(6) Internal cargo movement

In performance of these missions, the detachment's aircraft may be required to work alone or in conjunction with other commercial, public, or military aircraft.

C 2.3.2 The Contractor must have a CARB approval by October 1, 2011.

#### C 2.4 Meteorological and Flight Conditions

C 2.4.1 Detachment shall be capable of performing all required duties in both VMC and IMC.

C 2.4.2 Detachment shall be capable of performing all required duties in day and night conditions.

C 2.4.3 The Contractor will not be required to perform services in violation of law or regulation.

#### C 2.5 Operating Tempo

C 2.5.1 Detachment(s) may be required to fly a maximum of 10 hours per aircraft in a 24-hour period.

C 2.5.2 Detachment(s) will be assigned to naval vessels forward based in Guam and deployed overseas for extensive periods at sea. A normal deployment is 12 months. Opportunities will be afforded for relief and replacement of detachment personnel consistent with operational and security concerns, and depot level maintenance; however, such shall not impact the operational capabilities of the detachment(s) as outlined in this Contract.

#### C 2.6 Detachment Response Time

C 2.6.1 Deployed At Sea. The detachment's Project Officer shall coordinate with COR to ensure the detachment is ready and capable of performing all evolutions contained in the daily flight schedule. The detachment shall be ready and capable of performing unscheduled evolutions with three (3) hours notice.

C 2.6.2 Deployed Ashore or Aboard Vessel in Port. When attached to an ashore installation or command or aboard a vessel in port, the detachment shall be capable of manning aircraft and having it airborne within twelve (12) hours, unless otherwise annotated on the daily flight schedule.

C 2.6.3 Notwithstanding the above, detachment shall make every effort to have helicopters airborne as quickly as possible, as directed by the COR and/or Master.

#### C 2.7 Government Furnished Services

C 2.7.1 Aboard Ship

C 2.7.1.1 The Government shall provide berthing and victualling of detachment personnel while deployed aboard ship.

C 2.7.1.2 The Government shall provide berthing and victualling for an additional two persons above the offered detachment size. This shall cover transient Contractor personnel performing relief, maintenance, observation, and other duties.

C 2.7.1.3 The Government will provide stateroom cleaning for up to eight staterooms occupied by Contractor personnel. Remaining detachment personnel will not have stateroom-cleaning services provided. Linen laundering services will be provided for all personnel.

C 2.7.1.4 Except where specifically noted within the Contract, the Government will provide administrative assistance to the Contractor during this Contract. Unless specifically identified otherwise within the Contract, the Contractor shall not receive Government assistance.

C 2.7.1.5 The Government shall provide the Contractor with access to shipboard facilities to transmit and receive email. Provision of these services is contingent upon the threat condition of the vessel and security restrictions on its ability to receive and transmit unclassified messages.

#### C 2.7.2 Ashore

C 2.7.2.1 The Government will provide necessary badges and security passes necessary for entry onto assigned military bases and instructions for military exchange privileges to qualified Contractor personnel. The eligibility of Contractor personnel to use military exchange and commissary facilities or receive logistical support will be determined by the cognizant base or installation commanding office/officer-in-charge in accordance with all applicable laws, treaties, host nation agreements and agency regulations. The Contractor should assume that its personnel will not be granted access or privileges to exchanges and commissaries. The Contractor is responsible for filling out all applicable documents for badges, security passes and military exchange privileges.

C 2.7.2.2 The Contractor is responsible for the storage, maintenance and repair of aircraft on facilities ashore. Landing and/or ramp fees will be reimbursed in accordance with Section B.

C 2.7.2.3 Except where specifically noted within the Contract, the Government will provide only minor administrative assistance to the Contractor during this Contract. Unless specifically identified otherwise within the Contract, the Contractor shall not receive Government assistance.

#### C 2.8 Government Furnished Property (IAW FAR 52.245-02)

C 2.8.1 The Government shall provide only KIT 1C and KIT 1C racks as "GFP." Contractor shall provide all other equipment and supplies, necessary to perform services in accordance with this contract, to include cranial helmets to support Contractor crew and passengers.

C 2.8.2 The Contractor is hereby notified that publications, navigational charts, and items necessary to perform flight operations will not be GFP. The Contractor will be required to obtain, store, and dispose of classified material, navigational charts, Navy publications and instructions in accordance with DOD/DON guidance. The Government shall provide a



reasonable amount of storage and destruction capability on the ship aboard which the detachment is deployed.

C 2.8.3 The Contractor is responsible for obtaining and maintaining a Contractor COMSEC account.

### C 2.9 Contractor Furnished Ground School

C 2.9.1 The Contractor shall provide a Manufacturer Ground School for two (2) Navy Test Pilot(s) if required by the Government. The Ground School will train Navy Test Pilots in cockpit layout, aircraft flight characteristics and emergency procedures. The Ground School will also give a basic overview of aircraft components.

C 2.10 Pre-AMC Inspection Meeting. The Contractor shall attend one meeting (date to be set after Contract award) at Air Mobility Command Headquarters at Scott Air Force Base, Illinois. This meeting shall be prior to an AMC inspection and shall cover the contents of the inspection, the plan-of-action for the inspection and other topics as determined by AMC and the contractor. The Contractor shall be responsible for all costs associated with attending this meeting.

## **C 3.0 GENERAL DETACHMENT SPECIFICATIONS**

### C 3.1 Manning.

C 3.1.1 The detachment(s) shall be composed of sufficient number of trained and qualified personnel to perform the services required under this Contract without any interruptions or degradation of service.

C 3.1.2 In addition to the detachment personnel, the Contractor shall be allowed up to two transient personnel aboard ship. Transient personnel will be allowed to perform specific duties such as depot level maintenance. Transient personnel will not be allowed to perform flight operations as pilot or aircrew unless he/she is qualified and current to perform these duties, and specifically allowed to do so by the Contracting Officer, cognizant authority ashore, the ship's Master, or his/her designee.

C 3.1.3 Further manning and personnel requirements are outlined in Section C6.

### C 3.2 Aircraft

C 3.2.1 Contractor shall have sufficient aircraft to perform the services required in this contract without any interruptions or degradation of service.

C 3.2.2 Each detachment shall have two aircraft. The Contracting Officer or his/her designee shall approve all transient aircraft that temporarily increase the detachment size to more than two aircraft.

C 3.2.3 Aircraft within a detachment need not be of the same Type/Model/Series, but the detachment aircraft combined shall meet or exceed all of the requirements below:

- (i) Internal Passenger transfer for MEDEVAC reasons – At least one (1) Aircraft in the detachment shall be capable of carrying a minimum of one (1) patient, one (1) litter (occupied), and a corpsman in addition to aircrew.
- (ii) Internal Passenger transfer – At least one (1) Aircraft in the detachment shall be capable of carrying a minimum of five (5) personnel and associated baggage in addition to aircrew.
- (iii) Internal cargo – At least one (1) Aircraft in the detachment shall be capable of carrying at least one standard Navy pallet (40” x 48”); loaded (40” x 48” x 24”) weighing 2000 lbs.
- (iv) Each aircraft shall be capable of performing VERTREP operations with an aggregate external lift and HOGE capacity of not less than 3,500 pounds. Conditions for this measure are: 32° C Outside Air Temperature (OAT); sea level; 90 minutes mission fuel onboard
- (v) Aircraft shall be capable of performing VERTREP operations with an aggregate external lift and HOGE capacity of not less than 4,500 pounds. Conditions for this measure are: 32° C OAT; sea level; 20 minutes of mission fuel onboard or 10% reserve, whichever is greater.
- (vi) Aircraft shall be capable of performing VERTREP operations for a minimum period of 90 minutes, and shall have a minimum flight duration (with adequate fuel reserve), of 1.5 hours (VERTREP operations) or 2.0 hours (non-VERTREP).
- (vii) Aircraft shall be capable of performing VERTREP, as outlined in (iv) and (v) above in headwinds of up to at least 35 knots at sea level, relative to the nose of the aircraft.
- (viii) Aircraft shall be equipped with a cargo hook system(s) rated at the helicopter's offered lift capacity. Hook shall be fully compatible with the VERTREP equipment utilized by the Navy as described in NAVAIR 00-80T-122. Hook shall be capable of handling two Mk-105 multi-pole pendants simultaneously.

### C 3.3 Maintenance

C 3.3.1 Detachment(s) shall have sufficient maintenance personnel, replacement and maintenance parts, equipment and tools to ensure aircraft are operationally capable for the duration of this contract without interruption or degradation of service.

C 3.3.2 Further maintenance requirements are outlined in Section C5.

### C 3.4 Regulatory Compliance

C 3.4.1 The Contractor shall be a certificated commercial operator or Air Carrier and adhere to all applicable provisions of the Federal Aviation Regulations (FAR) to include Part 133 Rotorcraft External Load Operations and Part 135 Operating Requirements: Commuter and On Demand Operations and Rules Governing Persons On Board Such Aircraft (14 C.F.R. Parts 133 and Part 135). The Contractor shall maintain this certification throughout the duration of the Contract. The Contractor shall possess all applicable FAA certificates and shall be under FAA regulatory and safety oversight during the period of the Contract when performing the Government mission. Subcontracting to fulfill this

requirement in place of the prime Contractor shall not be allowed unless the Contractor provides proof of authorization for the proposed arrangement from the FAA.

C 3.4.2 Even if Contractor aircraft are used exclusively for Government missions, the Contractor shall continuously maintain those aircraft listed on the Contractor's Operations Specification issued under the applicable provisions of the FAR. The Contractor shall conduct all maintenance of those aircraft and shall manage, train, and schedule all Contractor aircrews in accordance with the FAR. If the Contract calls for the installation of any special equipment, the Contractor shall ensure that both the installation and equipment are FAA approved.

C 3.4.3 During performance of this Contract, the aircraft provided by the Contractor for the satisfaction of Contractual requirements may be determined to be "public aircraft" (see 49 U.S.C.A. 40102(a)(41)). Regardless of such a determination by the Department of Transportation, or any other entity, the Contractor's performance in response to the requirements of this Contract shall at all times comply with all applicable Federal Statutes, Regulations, Directives, etc. applicable to the same or similar operations performed, for compensation or hire, outside the definition and concept of "public aircraft." The Contractor specifically agrees that regardless of any such determination of "public aircraft" status, it will remain contractually bound to adhere to all applicable Federal Statutes, Regulations, Rulings, and Directives applicable to a non-"public aircraft" performing same or similar operations, unless said contractually required compliance has been specifically waived in writing by the Contracting Officer.

C 3.4.4 During performance of this Contract, the Contractor shall adhere to DoD Commercial Aircraft Requirements under 32 C.F.R. 861 and must meet DoD Commercial Aircraft Additional Standards for Part 135 operations (<http://www.amc.af.mil/shared/media/document/AFD-060207-009.pdf>).

### C 3.5 Readiness and General Warranty

C 3.5.1 The Contractor warrants that, beginning on the date of delivery of a detachment, the detachment shall be in an airworthy condition and as described in its offer. Should the actual performance or readiness condition of the detachment show any failure to satisfy one or more of such warranties or other contract requirements, the detachment may be fully or partially placed off-hire, as outlined in Section H6.

C 3.5.2 The Contractor warrants it will take all precautions necessary to protect property and persons including third parties against injury or damage and be responsible for any such injury or damage that occurs as a result of its fault or negligence. (The term "third parties" is construed to include contract employees and representatives of the Government).

C 3.5.3 The Contractor warrants that it has insurance, as required by this contract.

### C 3.6 Contractor Requests for Operational, Maintenance, Aircraft and Personnel Waivers

C 3.6.1 During the performance of this contract, if the Contractor seeks to waive any certification, currency, requirement or specification, it shall submit a written waiver request, with

supporting documentation and price impact, if appropriate, to the Contracting Officer for approval. Waiver may be granted at the sole option of the Government. The Contractor shall not anticipate that waivers will be granted.

C 3.6.2 In an urgent or emergency situation involving potential loss of life, the Contractor may submit to the Master, and the Master may temporarily grant, waivers to the requirements set forth in this contract, unless law mandates such requirement. The Contractor shall provide the Contracting Officer with written (electronic or otherwise) notification as soon as possible of any waiver requests granted by the Master.

#### **C 4.0 AIRCRAFT SPECIFICATIONS**

All aircraft shall meet or exceed all of the requirements below:

a. Specific Aircraft Warranty

(1) Each helicopter performing under this Contract shall be U.S. Flag and fully conform to the specifications and requirements of this Contract and the terms and conditions as included in the contractor's proposal from the time of delivery and for the duration of this Contract.

b. Certifications

(1) Each helicopter shall have FAA standard airworthiness certificate (FAA Form 8100-2) to accomplish the required missions. Restriction on aircraft shall not affect its ability to perform the missions required under this Contract (see 14 C.F.R. Parts 21 et seq.).

(2) Each helicopter shall have IFR certification, and must have current certificates throughout the duration of this Contract (see 14 C.F.R. Parts 27 (Appendix B) and 29 (Appendix A)).

(3) The Contractor shall have all current certificates needed to meet or exceed the regulatory compliance requirements herein.

c. Physical Particulars

(1) All of a detachment's helicopters shall be capable of being simultaneously stored within the confines of the ship's hangar with the hangar doors closed without blade removal or removal of other major aircraft components. If a blade or tail-folding system is necessary to fit within the confines of the ship's hangar, either a manual or a mechanical blade or tail-folding system is acceptable. See Attachment J2.

The following clearances are preferred but not required for ease of level one certificated maintenance to be performed on shipboard hangared rotary wing aircraft and safety while stowing of aircraft:

Hangar Door clearances: 12" above, 24" each side.

Inside Hangar: 18" above, 27" around, and 54" between each aircraft.

- (2) Each helicopter must be compatible with T-AKE Class aviation related facilities to include hangar, flight deck, electrical facilities, and support systems.
- (3) Each helicopter shall be capable of operating with JP-5, NATO F-44 fuel.
- (4) Each helicopter shall have the capability to be hot-refueled using an approved closed circuit refueling nozzle. Fueling system shall be compatible with U.S. Navy aircraft shipboard refueling systems. See Attachment J1.
- (5) Each helicopter shall be equipped with an operable mechanical rotor brake.
- (6) Each helicopter shall be capable of being fully secured at all times while on deck to prevent more than nominal movement of the aircraft in all sea states, and to ensure the safety of the aircraft, personnel, and other property.
- (7) Each helicopter shall have one flight meter (Hobbs Model N 1 69 or equivalent). The meter shall record flight time only.
- (8) Each helicopter shall be equipped with a cockpit heater, windshield wipers, and window defogging system as required by the FAA for aircraft certification.
- (9) Each helicopter shall be equipped with a chip detector.
- (10) Each helicopter shall have a fixed Emergency Locator Transmitter (ELT) installed in a conspicuously marked location.
- (11) Each helicopter shall have a minimum of two pilots for all flight evolutions.
- (12) Each helicopter shall be capable of single engine hover at minimum fuel with no external load on a standard day as defined in FAR 34.1 - temperature of 59°F, and Sea Level pressure conditions.
- (13) Helicopters shall have a subdued color scheme. The Contractor shall submit proposals for changing the helicopter (s) color scheme to the Contracting Officer for approval in advance. Color schemes consisting of non-subdued colors will not be approved.
- (14) Helicopters, crew and passengers shall have adequate equipment to meet the aviation life support requirements in accordance with OPNAVINST 3710.7, (series) Chapter 8, Section 1 and OPNAVINST 3100.8 (paragraph n). Additionally, each aircraft shall also meet the emergency equipment requirements for extended over-water operations. Reference 14 CFR Part 135.
- (15) Each helicopter must have one Global Positioning System. This system must be specifically designed for aircraft installation with an approved fixed aircraft antenna.
- (16) Each helicopter shall have and be capable of using one Tactical Air Navigation Set (TACAN) operating on any of 252 channels; 126 in the x-band, and 126 in the y-band; with distance and bearing indicator.

(17) Each helicopter shall have, at a minimum, an audio control system that can provide for selecting the following radios and systems:

(i) Transceiver identified in e(1) and e(2) below.

(18) Each helicopter shall have a Radar Altimeter (RADALT) with associated audio and visual alarms for height over ground.

(19) Each helicopter shall have one Underwater Acoustic Beacon (pinger). The pinger shall be water activated, mounted to the aircraft's airframe, shall meet or exceed the requirements of FAA Advisory Circular 21 10A and shall be maintained in accordance with the manufacturer's specifications.

(20) Each helicopter shall be equipped with an Air Traffic Control (ATC) transponder and an altitude reporting system meeting the requirements of the FAR (see 14 CFR 91.411 and 91.215). The ATC transponder shall also be Mode 4 capable and compatible with COMSEC GFP (e.g., KIT computer).

(21) Each helicopter shall be certified for and fully capable of operating in IMC conditions.

d. Aircraft Performance Requirements

(1) Each helicopter must be capable of taking off and landing with  $\pm 2^\circ$  pitch on deck;  $\pm 4^\circ$  roll on deck. Conditions for this measure are:  $32^\circ$  C OAT; aircraft maximum gross weight, excluding any internal cargo capacity not offered; at sea level.

(2) Each helicopter must be capable of performing to a level of Level 1, Class 1 on T-AKE class ships, and Level 1, Class 5 on all other Navy ships. Classes are defined in Shipboard Aviation Facilities Resumes (NAEC-ENG-7576) (availability electronically).

(3) Each helicopter shall at least be capable of shipboard operations (landing and taking off) within all wind parameters/limitations as specified in the general launch and recovery wind limits delineated in NAVAIR 00-80T-122, (available electronically) or future wind limits that may be determined through DIT or other means approved by the Government for that helicopter's Type/Model/Series and ship combinations.

(4) Helicopters with wheels shall have working wheel brakes, actuated by a hydraulic system. Ground handling equipment for aircraft with skid configurations need not have braking systems.

(5) The aircrew of each aircraft involved in VERTREP shall be capable of visually monitoring the external load at all times during VERTREP missions.

e. Communications System

(1) Each helicopter shall have VHF/UHF AM-FM Communications set (AN/ARC 182 or AN/ARC 210 or ARC-186 or equal) with capability which includes: (a) 6960 channels spaced 25 kHz apart; (b) AM or FM capability from 30 - 173.975 MHZ as follows:

(i) 30 - 87.975 MHZ FM, 2320 channels;

(ii) 108 - 117.975 MHZ, FM receiver only, (VOR capability), 400 channels;

(iii) 118 - 155.975 MHZ AM, 1520 channels;

(iv) 156 - 173.975 MHZ FM, 720 channels;

- (v) Four Guard Frequencies at 40.5 MHZ FM; 121.5 MHZ AM; 156.8 MHZ FM; and 243 MHZ AM;
- (vi) 225 – 399.975 MHZ AM/FM 7000 Channels

(2) In the event that one radio is used to meet the requirements of e(1) above, the aircraft shall have a second radio to ensure aircraft has two independent transceivers for communications with USNS and USS vessels.

f. Change Notification

(1) The Contractor shall immediately notify the Contracting Officer or his/her authorized representative, of any proposed change to any engine, power train, flight control, or major airframe component; or of any repair following an incident or accident, including the circumstances involved.

(2) Any changes that decrease the aircraft's capabilities must receive written Contracting Officer approval prior to effecting the change.

<b>C 5.0 MAINTENANCE AND CLEANLINESS SPECIFICATIONS</b>
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C 5.1 Specific Maintenance Warranty

C 5.1.1 Contractor warrants that all aircraft, avionics and associated equipment shall be maintained in accordance with the specifications of this contract, the manufacturer's specifications and all Federal Aviation Regulations (as if it were a civil aircraft). In instances where this contract conflicts with the manufacturer's specification and/or Federal Aviation Regulations, the manufacturer's specifications and the Federal Aviation Regulations take precedence. It is not anticipated that any waivers to maintenance requirements will be granted.

C 5.1.2 Contractor warrants that personnel with appropriate, current FAA certifications will perform all maintenance and inspections.

C 5.2 Appearance and Cleanliness

C 5.2.1 Aircraft shall be kept clean and neat, including exterior paint. The Contractor shall comply with all OSHA and EPA requirements regarding aircraft cleaning and painting operations and regarding the use, storage, and disposal of hazardous materials.

C 5.2.2 Detachment equipment shall be kept in a neat, safe and serviceable manner.

C 5.2.3 Detachment shall ensure that all shipboard or ashore spaces made available to the detachment, or assigned to the detachment remain in a neat, safe and serviceable state.

C 5.3 Maintenance Schedule

C 5.3.1 The aircraft shall be capable of performing its assigned mission(s) for a minimum of ten continuous flight hours between each scheduled maintenance and inspection interval.

C 5.3.2 All time-change components, including engines, shall be replaced upon reaching the factory recommended time, or FAA approved extension, if applicable.

C 5.3.3 Aircraft operated with components and accessories on approved Time Before Overhaul (TBO) extension programs are acceptable provided, (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased), and, (2) the Contractor operates in accordance with the extension authorization.

C 5.3.4 All required periodic maintenance inspections which would potentially limit aircraft availability during a deployment shall be provided in writing and approved by the Contracting Officer prior to initial deployment and annually thereafter.

#### C 5.4 Disruption of Operations Due to Maintenance

C 5.4.1 During the contract period, the Contractor shall perform all necessary aircraft maintenance. All maintenance iterations shall be accomplished in a manner which shall not disrupt the operations of the ship or ashore facility (including flight operations) or performance of duties by ship's crew or ashore personnel.

C 5.4.2 The Contractor shall provide written notice to the COR, not less than 48 hours prior to any planned maintenance action that will take any detachment aircraft out of service. The notice shall state the length of time the aircraft will be out of service. This notification does not reduce the Government's rights under the Off-hire Clause in Section H6.

#### C 5.5 Critical Spares/Pack-up Kits/Tools/Support Equipment

C 5.5.1 All matters and materials pertaining to the maintenance and operation of the aircraft and detachment, including transport of critical spares, parts, and other needed equipment are the responsibility of the Contractor. The Contractor shall bring sufficient spares, tools, and support equipment to be used while maintaining full availability for operational requirements during the Contract period. Pack-up kits and critical spares shall be actively tracked and monitored. Contractor shall report on the amount, condition and location of critical spares and pack-up kits on a monthly basis. In addition to this reporting requirement, the Contractor shall notify the Contracting officer of any changes to pack-up kits conditions and critical spare inventory that could impact contract performance.

C 5.5.2 The Contractor must provide pack-up kit(s) able to support both airframe and detachment maintenance requirements for periods between scheduled resupply of the ship. The pack-up kit shall contain critical spare components and supporting tools and equipment. Pack-up kit contents shall be approved by the Contracting Officer and shall at a minimum include at least one spare ready for issue engine and one main rotor blade for each detachment. Critical spare components shall be replaced within a 30-day period of use. Pack-up kit allowance shall not exceed 10,000 cubic feet.

C 5.5.3 If directed by the Contracting Officer, the Contractor may be required to utilize Government transportation and storage of critical spare components. Any costs associated with such transport and storage shall be paid by the Contractor.

#### C 5.6 Preventive Maintenance Performed by Pilot



C5.6.1 The pilot may perform preventive maintenance in accordance with applicable FAA regulations on the aircraft that he/she is operating provided that he/she has been trained to properly conduct preventive maintenance, such maintenance does not conflict with any FAA-approved maintenance program, and the pilot approves the aircraft for return to service in accordance with applicable FAA regulations.

#### C 5.7 Maintenance Test Flight

C5.7.1 All functional maintenance test flights shall be performed at the Contractor's expense. Such test flights shall be conducted as required by the FAA, as if it were a civil aircraft. This shall be accomplished before the aircraft resumes service under the contract. The pilot shall log the result of this functional test flight in the aircraft records.

#### C 5.8 Deficiencies at Commencement

C 5.8.1 Before the start date of each deployment, all maintenance deficiencies shall be corrected or deferred in accordance with the operator's Approved Maintenance Manual. Those deficiencies occurring during performance under the contract shall be corrected in accordance with appropriate Federal Aviation Regulations and the Approved Maintenance Manual.

#### C 5.9 Manuals / Records

C 5.9.1 The Contractor shall ensure that all maintenance performed on contract aircraft is recorded in the affected aircraft's maintenance record in accordance with applicable FAA regulations.

C 5.9.2 A copy of the contract aircraft's current maintenance record, containing at a minimum the information required by applicable FAA regulations shall be kept at the primary duty location of the Contractor's Superintendent.

C 5.9.3 The Contractor shall comply with all applicable FAA ADs prior to the performance of this Contract. Manufacturer's Mandatory Service Bulletins (MMSB) listed on the Contractor's FAA Operations Specification shall be complied with prior to the performance of this Contract.

C 5.9.4 A list of FAA ADs and required manufacturer's MMSBs on Type/Model/Series of aircraft offered/utilized shall be a part of the maintenance records. Signature of persons verifying accuracy of list is required. All ADs and required MMSBs published during the contract shall be complied with as required by the FAA.

### **C 6.0 PERSONNEL SPECIFICATIONS**

#### C 6.1 Specific Personnel Requirements

C 6.1.1 Except as set out below, the Contractor warrants it will provide trained (except as set out below), qualified, medically, and psychologically fit personnel consistent with the intended

mission, duration, and projected area of operation. All personnel shall be U.S. Citizens and fluent in English.

C 6.1.2 The appearance, dress and behavior of Contractor personnel shall be appropriate. Accordingly, the Contractor shall establish and enforce appropriate dress and grooming standards for deployed personnel. Work and berthing areas of assigned personnel shall be maintained in a clean condition.

C 6.1.3 All non-aircrew whose duty assignments necessitate frequent over water flights shall comply with water survival/physiology requirements. Reference: OPNAVINST 3710.7, series, Chapter 8, Section 4.

C 6.1.4 All detachment personnel shall be qualified and have current certifications for the duties they are assigned to perform before assuming the duties of the person they are to replace, except for temporary assignments resulting from emergency situations.

C 6.1.5 All personnel replacing detachment personnel shall have qualifications that equal or exceed the qualifications of the person being replaced.

#### C 6.2 Crew Replacement and Grounding

C 6.2.1 In the event the Government shall have any reason to be dissatisfied with the qualifications, conduct, or performance of any person employed by the Contractor, the Contractor shall promptly investigate and take the appropriate corrective action, including, but not limited to, replacing the employee.

C 6.2.2 The Contractor shall suspend all pilots involved in an aircraft accident or serious safety incident while operating under the Contract, immediately, and notify the COR of the suspension and reasons therefore. The Contractor's Project Officer determines aircraft accident or serious safety incidents, for the purpose of this paragraph. Suspension will continue until rescinded by the Contractor's Project Officer, unless extended, with reason, by the Contracting Officer, ACO, COR, or other duly designated representative of the Government.

#### C 6.3 Prohibited Actions/Substances

C 6.3.1 The Contractor and its personnel shall comply with the smoking policy in accordance with applicable U.S. Navy regulations or as directed by the cognizant authority.

C 6.3.2 Vessel containing the detachment, and all equipment and personnel in the detachment may be subjected to random searches, subject to the rules and conditions of such searches as established by the appropriate authority. Searches may include, but are not limited to, persons, belongings and personal spaces.

C 6.3.3 The introduction, possession, or use of alcoholic beverages by any person onboard any ship or onboard the aircraft is prohibited except as authorized by Article 1162, U.S. Navy Regulations (1990) and COMSCINST 3121.9, (series) Chapter 5, Section 4.

C 6.3.4 The introduction, possession, or use of narcotics, controlled substances, marijuana, or substances containing narcotics, or paraphernalia which are used to administer, dispense, or carry narcotics, except for authorized medical purposes, is prohibited onboard any ship or aircraft.

C 6.3.5 The Contractor shall ensure all detachment personnel abide by applicable Navy and MSC regulations and directions of the Ship's Master.

#### C 6.4 Key Personnel

C 6.4.1 Key personnel are defined as those listed below and any others identified in the Contractor's offer.

C 6.4.2 Key personnel are as follows:

- (1) Program Manager
- (2) Pilots and aircrewmembers (deployed)
- (3) Chief Test Pilots
- (4) Maintenance Foreman (deployed)
- (5) Project Officer (deployed) (May be a shared responsibility of one of the deployed pilots).
- (6) Training Coordinator (May be a shared responsibility of one of the above non-deployed, Key Personnel).

C 6.4.3 The Contractor must submit any changes in key personnel in writing to the Contracting Officer for approval. Substitute personnel must meet or exceed the qualifications of the personnel they are replacing.

#### C 6.5 General Crew Requirements

C 6.5.1 For each detachment, the Contractor shall provide sufficient complete crews (e.g., pilots and aircrew as required by the aircraft and mission) with appropriate FAA qualifications relevant to all aircraft proposed/utilized, and with crews and personnel able to meet or exceed the requirements of this Contract.

C 6.5.2 Contract aircrew shall conform to all FAA regulations for currency requirements. If there is no FAA currency requirement, the Contractor shall meet or exceed the currency standards of the Contractor's Standard Operating Procedures (SOP).

C 6.5.3 Contractor shall supply sufficient personnel to meet or exceed required missions and Contract requirements (e.g., LSE, HCO, Flight Deck Safety Officer, and personnel to secure helicopters).

#### C 6.6 Pilot Specific Requirements

C 6.6.1 Pilots shall have a current FAA commercial pilot certificate with the relevant rotorcraft type rating to perform missions contemplated.

- C 6.6.2 Pilots shall have a current Helicopter Instrument Certificate that will be renewed and updated to remain current throughout the duration of the deployment (ashore or afloat) to which assigned.
- C 6.6.3 Pilots shall hold a current medical certificate appropriate for the assigned duties under the provisions of the FAA, and will schedule renewal so as to ensure continued coverage throughout deployment schedule.
- C 6.6.4 Pilots shall pass and possess evidence of passing an FAA currency flight check in the type/model/series aircraft offered for this Contract.
- C 6.6.5 The Contractor shall verify pilot flying hours. Further verification of flying hours may be required at the discretion of the Contracting Officer or COR.
- C 6.6.6 At the discretion of the Contracting Officer, pilots may be required to demonstrate their ability during a proficiency check flight or series of reoccurring flights to ensure proficiency. Any such flights will be at the Government's expense. Additionally, the Contracting Officer may authorize utilization of a Government approved flight simulator to further demonstrate technical proficiency.
- C 6.6.7 The precision placement of externally carried cargo on Naval vessels underway is an operational requirement of this Contract. Pilots will be required to place cargo precisely where requested while operating within the helicopter's capability. Contractor shall provide written evidence of qualification to transport external loads.
- C 6.6.8 Pilots must also meet or exceed the following requirements:
- (1) The Pilot in Command (PIC) must hold a valid Commercial Pilot certificate with rotorcraft category and helicopter class rating; and Helicopter Instrument Rating Certificates with a rotorcraft category and a helicopter class rating for rotorcraft operations as defined by the applicable FAA regulations.
  - (2) The Pilot Second in Command (SIC) must hold a valid Commercial Pilot certificate with rotorcraft category and helicopter class rating; and Helicopter Instrument Rating certificates with a rotorcraft category; and a helicopter class rating for rotorcraft operations as defined by the Federal Aviation Regulations.
  - (3) External load operations flight time requirements are:
    - (i) PICs must have at least 150 documented hours flight time in external load operations.
    - (ii) SICs must have at least 100 documented hours flight time in external load operations.
  - (4) PICs and SICs must have at least 1500 documented hours flight time with rotary wing aircraft. 100 of these hours shall be within the 12 months prior to deployment.

- (5) PICs and SICs must demonstrate at least 50-hours flight time in type/model of aircraft offered--10 of these hours shall be within the past 12 months.
- (6) PICs must demonstrate at least 50 hours of shipboard helicopter operations.
- (7) SICs must demonstrate at least 25 hours of deployed shipboard helicopter operations during VERTREP or other Navy directed operations.
- (8) PIC and SIC must be Deck Landing Qualified (Day and Night) and VERTREP Qualified (Day and Night) prior to deployment.
- (9) PIC and SIC must each have 25 documented hours flight time at night.

#### C 6.7 Maintenance Crew Specific Requirements.

C 6.7.1 Each mechanic shall have and maintain a valid FAA mechanic certificate with all applicable ratings in accordance with FAA regulations (currently codified at 14 CFR Part 65) in order to meet or exceed all maintenance requirements for detachment aircraft. He/she must have held the certificates for a period of 24 months, or must demonstrate comparable experience performing such duties for the Department of Defense (DoD) or Department of Transportation (DOT) without having held such a certificate.

C 6.7.2 The maintenance crew shall perform all scheduled and unscheduled maintenance, fueling, aircraft movement, launch and recovery, and other duties as required.

#### C 6.8 Aircrew Training

C 6.8.1 The Contractor shall ensure that all personnel meet or exceed applicable FAA regulations (as if it were a civil aircraft) and other training requirements specified herein needed for the services contemplated under this Contract before reporting under this Contract.

C 6.8.2 The Contractor is responsible for providing, coordinating and administering all training activities and evolutions. Such training shall be accomplished to ensure personnel are familiar and qualified to conduct duties as required under this Contract. The Contractor is responsible for all scheduling and expenditures associated with training, including schooling made available by the Navy and other Government agency, except for the cost of the vessel used under Section C6.8.4 to perform DLQ/shipboard-qualifications certification/training.

C 6.8.3 Navy Vessels (USNS, USS) and air fields outside the continental U.S. under the control of the Navy or other DOD components may not be available to the Contractor for performing FAA training requirements.

C 6.8.4 The Government shall provide platforms for the performance of shipboard flight qualifications for the initial deployment. Subsequently, the Government will provide platforms so long as such training does not conflict with the operational needs of the Government.

- C 6.8.5 The Contractor shall ensure all detachment personnel successfully complete a shipboard firefighting course that meets or exceeds US Navy standards (Basic Firefighting (16 hour or 30 hour course) 46 CFR 10.205). The Contractor must certify that the training received is of the same content and standards as the Government course.
- C 6.8.6 The Contractor shall ensure that all detachment personnel performing duties of an HCO, have completed a HCO course that meets or exceeds Navy standards, and are otherwise qualified to Navy standards, before assignment as HCO aboard a vessel.
- C 6.8.7 The Contractor shall ensure that detachment personnel have completed a LSE course that meets Navy standards prior to assignment as a LSE aboard a vessel.
- C 6.8.8 The Contractor shall ensure that all aircrew have completed an aviation physiology and water survival-training course that meets Navy standards prior to deployment.
- C 6.8.9 The Contractor shall ensure all personnel meet or exceed DOD and MSC requirements for Anti-Terrorist Force Protection training prior to duties away from CONUS. Training shall be for the geographical area anticipated to be operated in and such training shall be documented.
- C 6.8.10 The Contractor shall develop a training program and secure training resources to meet the above training requirements and that demonstrates its ability to meet or exceed PIC and SIC DLQ and VERTREP Qualifications. The Government retains the right to attend any or all training sessions, with or without notice.
- C 6.8.11 The Contractor shall complete pilot proficiency training flights using deployed aircraft during extended non flying periods (8 days or more). These proficiency training hours are limited to four (4) hours per month per detachment. At least one hour out of each 30-day period shall be in night conditions. Hours shall be included in the daily flight schedule and reported in the daily report. Hours not used shall not be accumulated. All aircraft shall have two pilots during proficiency flights. At the approval of the COR additional flights hours for proficiency flights, above the 4 hours per month, may be approved to prepare pilots for specific VERTREP or logistics missions. All costs associated with the pilot proficiency flights outlined in this Section will be reimbursed by the Government in accordance with the respective flight hour rate under the associated flight hour CLIN.<sup>P00003</sup>
- C 6.8.12 Detachment personnel will receive, and shall participate in, emergent training (e.g., Chemical Biological Radiological-Defense training) provided by the Government to the general crew of the vessel(s) on which they are deployed. Participation in such training will be at no cost to the Government, and the Contractor will not be charged any tuition/registration.
- C 6.8.13 Pilots shall have completed instruction/standardization in shipboard cargo handling procedures and signals prior to deployment.
- C 6.8.14 The Contractor shall ensure that all deployed personnel have Standards of Training, Certification and Watchkeeping (STCW) training. Detachment personnel are not required to stand shipboard watches. This is familiarization (indoctrination) training for all personnel onboard a USNS ship.

## C 6.9 Security Clearances

C6.9.1 The Contractor shall adhere to all specifications of the Form DD 254 and the DoD Industrial Security Manual. This includes, but is not limited to, the Contractor obtaining a Secret-level facility clearance from DSS and all Contractor key personnel being properly processed and granted at least Secret-level security clearances from DSS prior to commencement of performance.

## C 6.10 Medical

C 6.10.1 All deployed Contractor personnel staying aboard a vessel for more than one week must be qualified to be onboard USNS ships. The Contractor shall conduct pre-employment drug screening in accordance with 46 CFR Part 16 for all embarked personnel. The Contractor shall ensure that all embarked detachment pilots hold a current FAA Second-Class Medical Certificate, as a minimum. The Contractor shall provide all other embarked detachment personnel (not involved in flying duties) with medical multiphasic screening physical examinations in accordance with COMSCINST 6000.1B, Chapter 4 (Procedures) and Chapter 5 (Minimum Standards). The physical examination should be recent enough so that it will not lapse during the performance of this contract. To ensure that all elements of multiphasic screening have been satisfied, the following statement of fitness must be certified on all assigned personnel Physical Examinations Reports above the signature of the Designated Maritime Physician:

(1) (Name and Social Security Number) has been examined and found to be physically and psychologically qualified for duty at sea in an isolated environment in accordance with COMSCINST 6000.1B."

C 6.10.2 The Contractor shall not supply personnel who have any existing health condition that constitutes a hazard to such person or others aboard the ship or aircraft even though the condition may be under control of medication. A high-risk medical condition shall subject the individual to immediate repatriation. All deployed personnel shall be carefully screened during pre-employment multiphasic physical examinations so as to ensure that they are in good physical condition, do not have a history of injuries, and do not have a history of inability to perform the position's physical requirements, and will be able to perform deployed duties during an extended cruise. The Contracting Officer reserves the right to require any personnel to be examined by military medical authorities and/or disapprove them for services under this Contract.

C 6.10.3 The Contractor shall not propose an individual for deployment if that person was previously repatriated for a medical condition, unless a complete report from a physician provides verification that the condition has been corrected or cured, and the Contractor's licensed physician has approved such report.

C 6.10.4 Each crewmember shall maintain a medical record sufficient to allow for medical treatment. All deployed personnel shall carry with them a copy of their medical and dental records. Further, the Contractor shall maintain a copy of all deployed shipboard personnel medical and dental records.

C 6.10.5 Immunizations. The services provided under this contract are considered essential Contractor services to the Department of Defense in support of military and associated support missions. As a result, helicopter crewmembers and other individuals who are embarked on such vessels for Contractor's purposes, including but not limited to subcontractors, are considered Contractor personnel performing mission essential services under DODI 3020.37, November 6, 1990, (Change 1, January 26, 1996), and are subject to the following:

- (1) General – Prior to embarking on a vessel, helicopter crewmembers shall have the current immunizations required by BUMEDINST 6230.15 (series).
- (2) In addition to the foregoing, helicopter crewmembers and other individuals, as described above, must be medically pre-screened and issued or given prophylactic and medical countermeasures, including immunizations in accordance with Commander, Military Sealift Command (COMSC) policy, and any changes thereto, in effect or made during the period of this Contract, including any options or extensions. Contractor shall ensure that all helicopter crewmembers and other individuals embarked on any vessel subject to this Contract comply with all such prophylactic and medical countermeasures, including all immunization requirements in effect or made during the period of this Contract, including any options or extensions. Notification of the requirements pursuant to this section shall be provided to the Contractor by the Contracting Officer or COR. Prior to deployment, the Contracting Officer or COR shall be notified of the immunization status of the helicopter's crew and any supporting subcontractor or other civilian personnel as provided herein.
- (3) Any helicopter crewmember or other individual embarked on a vessel who refuses to comply with any prophylactic or medical countermeasure requirement, including any immunization requirements, or any policy concerning the use of said prophylactic or medical countermeasure, or who for medical, personal, religious or any other reason declines or is ineligible for a particular required immunization or other prophylactic or medical countermeasure, shall be removed by Contractor from the vessel as soon as possible, but not later than the next port call and replaced with personnel who either have the required immunization(s) or are eligible and will comply with the requirement. Any removal and replacement of personnel pursuant to this clause shall be solely at Contractor's expense, including, but not limited to, travel, per diem, wages and associated administrative expenses.
- (4) When prophylactic and medical countermeasures, including immunizations are required pursuant to this clause, Contractor shall provide notification, as directed by the Contracting Officer or COR, of the immunization status of all helicopter crewmembers and other individuals no later than 96 hours prior to assignment to a vessel. Further, at any time during the Contract period, the immunization status of any relief personnel scheduled to board the vessel is required no later than 96 hours prior to the personnel change, unless authorized otherwise by the Contracting Officer.



(5) Helicopter crew shortages or service defaults resulting from the application of this section may subject the Contractor to aircraft being placed off-hire or default under the Contract.

C 6.10.6 All deployed personnel shall have at least a six (6) month supply of required medical supplies and medication and at minimum an additional pair of glasses or contacts, if corrective eyeglasses or contacts are necessary for work performed under this contract.

C 6.10.7 All Government provided emergency medical services used during deployment over \$500 in value (per incident), as priced by the Government and provided to Contractor employees are for the Contractor's account. This shall not include immunizations ordered by the Government (e.g., Smallpox) which are provided at no cost to the Contractor at military facilities.

C 6.10.8 No Contractor personnel shall perform any duties when taking medications or other substances that would impair his/her ability to properly and safely perform assigned duties.

C 6.10.9 All aircrew medical groundings shall be brought to the attention of the ship's Master, or his/her designee, and the Contracting Officer.

## **C 7.0 OPERATIONS**

### C 7.1 Specific Operations Warranty

C 7.1.1 The Contractor warrants it will operate in accordance with its approved FAA Operations Specification (OPSPEC) and that such OPSPEC specifically identify all missions/tasks to be performed under this contract (e.g., VERTREP; Personnel transfer).

C7.1.2 The Contractor warrants its OPSPEC shall authorize operation of the category and class of aircraft, conditions of flight and regions required under this contract. Contractors who do not have OPSPEC authorization to operate under IFR with passenger carriage at time of award, must specifically note that this currently cannot be performed, and warrant that they will have such included in their OPSPEC within twelve (12 ) months from award. Between the date of award and the date the OPSPEC is amended to include IFR, use of the aircraft for passenger operations shall be restricted to non-IFR. All these requirements shall be met as if it were a civil aircraft, unless waived in accordance with Section C3.6.

### C 7.2 Operations

C 7.2.1 Contractor shall create and maintain a COMSC approved detachment Standard Operating Procedure (SOP). SOP will be approved by the Contracting Officer prior to deployment. All changes to the SOP must be forwarded to the Contracting Officer for review and approval prior to implementation.

C 7.2.2 All shipboard detachment and flight operating procedures unique to naval operations shall be conducted in accordance with NAVAIR policy and procedures and applicable to helicopter operating procedures for air capable ships (NAVAIR 00-80T-122). If a conflict exists between the FAA and Naval procedures, the Contracting Officer, or his/her designee,

shall determine, in writing, which procedure takes precedence. Such changes shall be incorporated in the Contractor's detachment SOP.

### C 7.3 Adherence to Flight Procedures and Patterns

C7.3.1 Contractor shall ensure detachment(s) operate in compliance with published regulations and procedures. At sea, this requirement includes all applicable NWP, Joint Publications and OPNAV publications governing flight operations, patterns, and procedures for air capable ships.

## **C 8.0 CONTRACTOR CERTIFICATIONS AND LICENSES**

C 8.1 The Contractor shall be certificated under FAR Part 133 Rotorcraft External-Load Operations (14 C.F.R. Part 133) and, Part 135 Operating Requirements: Commuter and On Demand Operations and Rules Government Persons On Board Such Aircraft and all other applicable provisions for all operational matters required in this Performance Work Statement (PWS).

C 8.2 The Contractor warrants that prior to conducting operations, it shall obtain current Aviation Facility Licenses authorizing operations (as appropriate) at Naval Air Stations and Air Force Bases in the intended areas of operations. Responsibility for obtaining these licenses remains with the Contractor.

C 8.3 Contractor shall be in compliance with and have those certificates and licenses outlined in this PWS.

C 8.4 Contractor shall maintain an Air Mobility Command (AMC) certification for carrying Government passengers and cargo in accordance with 32 C.F.R 861.

## **C 9.0 SAFETY AND CONTROL**

C 9.1 The aircraft furnished under this Contract shall operate in accordance with the instructions of the COR or ACO. The Contractor shall exert every reasonable effort to begin and complete all flights on the schedules requested. The Contractor's PIC shall be the sole judge of flying safety for the aircraft.

C 9.2 The PIC of the aircraft at the time shall have complete power and authority to make, and shall make, all decisions concerning the condition of the aircraft for flight, loading of the aircraft, the manner of flight, and all other factors affecting flight safety.

C 9.3 The ship's Master or his designated representative shall have authority to halt or cancel flight operations at any time for safety reasons.

## **C 10.0 CARRIAGE OF PASSENGERS AND CARGOES**

C 10.1 The pilot shall not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless specifically authorized by the ACO or COR, or included in the daily flight schedule.

C 10.2 Contractor requests to carry passengers and cargoes for its account shall be submitted for authorization to the ACO or COR in a timely manner, or included in the daily flight schedule.

### **C 11.0 CREW MEMBER FLIGHT TIME AND DUTY PERIOD LIMITATIONS AND REST REQUIREMENTS**

#### **C 11.1 Duty Limitation**

C 11.1.1 Duty includes flight time, ground duty of any kind, and standby or alert status. Local travel up to a maximum of 30 minutes each way between the work site and place of lodging will not be considered duty time. Flight crewmembers will be subject to duty hour limitations as described in 14 CFR Part 91.1057.

#### **C 11.2 Flight Time Reporting and Computation**

C 11.2.1 Flight time to and from a duty station as a flight crew member (commuting) will be reported and counted toward limitations if it is flown on a duty day. Flight time includes, but is not limited to, military flight time, charter, flight instruction, Part 135 annual flight checks, flight examinations by FAA designees, any flight time for which a flight crew member is compensated, or any other flight time of a commercial nature whether compensated or not. Pilot flight time computation shall begin at liftoff and end at touchdown, whether PIC or SIC.

### **C 12.0 MECHANICS DUTY LIMITATION**

C 12.1 Mechanics will not exceed the duty time limitations as described in 14 CFR.

C 12.2 Duty time includes work or alert status at any job site.

### **C 13.0 CREW ROTATION**

C 13.1 Contractor shall ensure crew rotation during deployment does not adversely affect the detachment's ability and capability to perform required missions. The Contractor shall provide staggered crew rotation(s) designed to keep a minimum of one complete pair of detachment-experienced pilots aboard ship to transition oncoming new crewmembers.

C 13.2 The Contractor shall perform transition training to ensure new crewmembers are familiar with and understand all operations.

C 13.3 The costs associated with rotation of crew shall be solely for the Contractor's account.

C 13.4 The Contractor shall notify the cognizant COMSC office of any crew rotations prior to the crew departing from their home location to the vessel.

**C 14.0 FUEL AND LUBRICANTS**

- C 14.1 All aircraft fuel, lubricants and hydraulic fluids to be used by the aircraft during the Contract period shall be supplied and disposed of by the Contractor. The Contractor must comply with all EPA regulations.
- C 14.2 The Government shall normally make aircraft fuel available to the Contractor when the detachment is assigned to an underway vessel. If for some reason fuel is not available from the ship due to contamination or some other unforeseen emergency circumstances the detachment helicopters will be able to get fuel from another ship or from a land based source within SOP flying distance.
- C 14.3 When fuel is provided pursuant to the above or otherwise, it will be at cost to the Contractor. The cost for such fuel will be at the DLA Energy rate current at the time. Flight time to obtain fuel at other than Government facilities will not be for the Government's account. Fuel received from the Government shall appear as a credit against invoices submitted for per diem.

**C 15.0 CONTRACT DATA REQUIREMENTS LIST**

- C 15.1 Reports shall be provided as described below. All reports shall be copied to COMSC PM1, the Contracting Officer and the COR. All data and reports arising under this contract are Government property. These reports are as follows:
- C 15.2 Qualification/Medical/Resumes of Replacement Key Personnel.
- C 15.2.1 If changes in key personnel are contemplated, the Contractor shall forward resumes, including training, and qualification records of prospective key personnel to the Contracting Officer for approval at least two weeks prior to actual deployment to a ship or assumption of shore-based duties. The Contractor shall forward medical records to the appropriate ship personnel for approval at least one week prior to actual deployment to a ship.
- C 15.2.2 The Contractor shall provide a summary statement of a key personnel replacement's qualifications that confirms that the replacement is equally or better qualified than the individual being replaced.
- C 15.3 Activity Reports and Quarterly Reports
- C 15.3.1 The Contractor shall provide a monthly activity report to the Contracting Officer. Any reporting to DOT, FAA, or other Federal or State agencies shall be copied to the Contracting Officer at the same time. The report, at a minimum, shall contain the information shown in Attachment J5. Other designated Navy Activities" shall include COMSC PM1.
- C 15.3.2 The Contractor shall attend quarterly meetings at MSC Headquarters, Washington, DC, or at the Contractor's corporate headquarters. These meetings shall be attended by the Contractor's Program Manager, and shall cover usage of the helicopters, detachment problems, lessons learned, flight hours, evolutions completed, maintenance performed, shipboard interoperability problems experienced, proposed changes, detachment status, proposed Value Engineering changes, other matters of importance and contract

administration. All costs associated with attending this meeting shall be contained in the Contractor's detachment per diem rate described in Section B.

C 15.3.3 The Contractor shall provide to the Contracting Officer, COR and designated Navy activities, a daily operational report for each day a detachment is afloat. The report, at a minimum, shall contain each detachment's personnel and material readiness statuses. When a detachment is inport, the Contractor shall continue to provide a daily operational report when a significant degradation (material and technical support issues) which could impact scheduled and unscheduled missions assigned exists.

#### C 15.4 Casualty Reporting

C 15.4.1 The Government and Contractor report and update casualties (equipment/machinery) through the filing of Casualty Reports as necessary. The Government also informs the U.S. Coast Guard of all accidents or occurrences resulting in damage by or to the aircraft, gear or cargo, or injury or loss of life within 24 hours of the incident. The Government's Memorandum of Agreement with the U.S. Coast Guard requires reporting of all marine casualties in accordance with 46 CFR 196.07. The U.S. Coast Guard investigates all casualties meeting reporting requirements.

C 15.4.2 The Contractor shall cooperate, using best efforts, in providing all requested assistance, coordination, and contribution to any of the above required reports and/or investigations.

C 15.4.3 The Contractor shall report all aviation mishaps as follows:

(1) Aircraft accidents and serious incidents as defined by FAA shall be reported immediately by the most expeditious means to the Master of the ship or COR, and the Contracting Officer.

(2) Incidents (other than serious), aviation hazards, and maintenance deficiencies shall be reported to the COR and the Contracting Officer as soon as practicable.

C 15.4.4 Contractor must meet or exceed all FAA and NTSB reporting requirements.

C 15.4.5 Contractor shall cooperate fully with all Government investigations relating to its operation, crew or aircraft.

#### C 15.5 Procedure and Policy Manuals

C 15.5.1 If requested by the Government, a copy of the Contractor's FAA required Procedures Manuals, shall be furnished to the Contracting Officer or his / her authorized representative. Revisions made during the period of this Contract shall be forwarded to the Contracting Officer or his / her authorized representative.

#### C 15.6 Mishap Prevention Reporting

C 15.6.1 The Contractor shall maintain an accurate record and submit a Mishap Prevention Report of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising in the course of performance under this Contract. The report

shall describe the incident and the actions the Contractor is taking or has taken to prevent recurrence of the incident. Further, the Contractor fully agrees to make available for review by the Contracting Officer, personnel, personnel records, aircraft records, all applicable incident/accident reports, and any equipment, damaged or undamaged, deemed necessary by the Contracting Officer.

C 15.6.2 The Contractor shall not permit removal or alteration of the aircraft, aircraft equipment or records following an accident, or serious incident as defined by FAA resulting in any damage to the aircraft, property or injury to personnel until authorized to do so by the Contracting Officer or the designated representative.

#### C 15.7 Daily Flight Schedules

C 15.7.1 The Contractor shall prepare a daily flight schedule, as required in OPNAVINST 3710.7, (series) Chapter 4, which outlines all planned flight activity/operations.

C 15.7.2 The Contractor and the ship's Master, or his/her designee shall sign the daily flight schedule, before it is implemented and followed.

#### C 15.8 Weekly Service / Flight Hour and Fuel Reports

C 15.8.1 The Contractor shall prepare a monthly report for the actual flight hours performed by a detachment for certification by the ACO or COR. The Contractor shall keep a full and accurate log of each flight performance and provide interim reports as required by the Contracting Officer.

C 15.8.2 The Contractor shall prepare a monthly report listing all fuel received from a Government source. The report shall list the type and quantity of the fuel received.

C 15.8.3 All flight time, regardless of how or where performed, will be recorded by the Contractor and be used to administer flight time and duty time limitations.

#### C 15.9 Training Plan

C 15.9.1 The Contractor shall submit a Training Plan outlining all detachment training to the Contracting Officer not later than 90 days after Contract award.

C 15.9.2 The Contractor shall submit any changes to the training plan within two weeks of the effective date of the change.

#### C 15.10 Personnel Action Report

C 15.10.1 The Contractor will provide the Contracting Officer with written information detailing the action taken and the basis for such action resulting from Section C6.2.1.

C 15.10.2 This report shall be provided in a timely manner, but no later than 2 weeks after the action is taken.

### C 15.11 Periodic Inspection Report

C 15.11.1 After each inspection, the Contractor shall furnish a copy of the inspector's report to the Contracting Officer, no later than 15 days after the inspection and/or follow-on inspection is accomplished.

### C 15.12 Aircraft Information

C 15.12.1 The Contractor shall provide the following information on each Type/Model/Series of aircraft 7 days after contract award and subsequent to any alteration made to the aircraft:

- (1) Aircraft(s) Footprint Diagram.
- (2) Aircraft(s) Tire contact patches.
- (3) Aircraft(s) weight distribution on each landing gear/tire for maximum gross weight and nominal center of gravity.
- (4) Aircraft(s) trim flight control positions (i.e., collective, pedal, lateral cyclic, longitudinal cyclic) showing margins in forward, sideward and rearward flight.
- (5) Aircraft(s) dynamic tipover constraints or analysis.
- (6) Aircraft(s) turning radii for deck spotting.
- (7) Aircraft(s) plots showing any associated down-wash hazard-areas and any electromagnetic hazard-areas.
- (8) Aircraft(s)' pilot's rectilinear vision plot (i.e., field of view plot).
- (9) Aircraft(s) tie down analysis.
- (10) Information relating to the aircraft's Electro-Magnetic (EM) Interference, EM compatibility, EM vulnerability.

C 15.13 Contingency Plan – The Contractor shall develop a contingency plan adequate to ensure that there will be no interruption of operations and maintenance service due to labor disruption within the service provider's own labor force. The contingency plan must address substitution of personnel when qualified/trained personnel are not available due to leave, sickness, death, etc.

### C 15.14 Reports for the COR

C 15.14.1 The Contractor shall provide to the COR copies of training jackets for all Part 135 Check Airman and all aircrew / maintenance technicians assigned to this contract whether currently deployed with the detachment or on periodic rotation out of the detachment (electronic submissions providing similar data is acceptable). Copies of all updated certificates required for aircrew to remain compliant with FAA Part 135 shall also be provided to the COR. The Contractor shall ensure that all personnel remain current in all FAA Part 135 training requirements needed for services contemplated under this contract. If at any time any

qualification for any member of the detachment lapses the Contracting Officer and the COR shall be notified immediately and a replacement pilot / mechanic recommended to the Contracting Officer and COR for approval. Additionally, the Contractor will provide copies of shipboard firefighting, water survival, and aviation physiology completion certificates.

C 15.14.2 The Contractor shall provide copies of the following items to the COR on a biannual basis: Air Carrier Certificate; Most Current Air Operating Certificate; FAA Air worthiness Certificate for all aircraft assigned to this contract; FAA IFR Certification for all aircraft assigned to this contract; Most Current OPSPEC; all Commercial Airlift Review Board (CARB) reports including Part 135 status; Copies of Third Party Independent Inspections.

C 15.15 Critical Spares/Pack-up Kits - The Contractor shall provide a report on the amount, condition and location of critical spares and pack-up kits on a monthly basis. In addition to this reporting requirement, the Contractor shall notify the Contracting officer of any changes to pack-up kits conditions and critical spare inventory that could impact contract performance.

## **C 16.0 TRAVEL**

C 16.1 Travel costs associated with the performance of this Contract are to be included in the Detachment Per Diem Rate.

## **C 17.0 AGENCY AND DEMISE**

C 17.1 Nothing herein contained shall be construed as establishing an agency relationship with the Contractor.

C 17.2 Nothing herein contained shall be construed as creating a demise of the helicopter/detachment to the Government, the Owner under this contract retaining complete and exclusive possession and control of the helicopter and its navigation.

## **C 18.0 LAWS GOVERNING**

C 18.1 The interpretation of this Contract and the rights and obligations of the parties thereto shall be governed by the laws of the United States.

Incidents of property damage or personal injury shall be considered an "Admiralty Incident."



## Section D - Packaging and Marking

**C 18.2 SECTION D Packaging and Marking****D 1.0 MARKING OF REPORTS**

D 1.1 Reports shall be submitted in accordance with Section C. All reports shall be identified with the contract number.

**D 2.0 PACKING -- COMMERCIAL FOR DOMESTIC SHIPMENT**

D 2.1 Material shall be packed for shipment in a manner to ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules or regulations of other carriers as applicable to the mode of transportation.

**D 3.0 PACKING MATERIAL**

D 3.1 The use of shredded paper, whether newspaper, office scrap, computer sheets, or wax paper in packing material for shipment to Navy activities is prohibited.

**D 4.0 MARKINGS OF SHIPMENTS**

D 4.1 Classified material shall be prepared for shipment in accordance with the Industrial Security Manual, DoD 5120.22M. Outer containers shall not disclose the name of classified matter contained within the envelope or package, even though the name itself may not be classified.

D 4.2 If it is necessary that the outer container include or have attached thereto a list of the contents, unclassified code numbers of generic terms shall be used which will not disclose the specific contents. The Contractor shall mark all shipments under this contract in accordance with the edition of MIL-STD129. "Marking for Shipments and Storage," in effect on the date of the solicitation.

## Section E - Inspection and Acceptance

**SECTION E Inspection and Acceptance****D2.0 INSPECTION**

## D 1.1 General.

D 1.1.1 The aircraft and associated equipment may be subject to the Government's inspection as to suitability for the required service and ability to meet or exceed performance (e.g., lift) criteria (to include Dynamic Interface Testing (DIT) to ensure compatibility with required ships and facilities) prior to delivery or acceptance and subject to subsequent inspections at any time during this contract to determine the continuing suitability of the aircraft for the services required as well as to determine whether the material condition of the aircraft and associated equipment will prevent effective and safe operation under this contract.

D 1.1.2 The Government reserves the right to have the aircraft surveyed at any time by an independent surveyor or a Government inspector, and/or may place an observer in the aircraft during flight to validate operations/capabilities.

D 1.1.3 If the independent surveyor/Government inspector determine deficiencies exist that cause the aircraft to be unsuitable for the services assigned or unsafe, a cure notice will be issued by the Contracting Officer pursuant to FAR 52.249-8 Default (Fixed Price Supply and Service) Alternate I (APR 1984) in Section I of this contract.

D 1.1.4 The Government intends to inspect the aircraft and requires a demonstration of all aircraft capabilities offered before delivery and initial acceptance by the Government, in accordance with the following schedule:

E 1.0 No later than 14 days before DIT aircraft shall be available for general condition inspection.

E 2.0 During DIT testing:

E 2.1 The aircraft will demonstrate its capabilities.

E 2.2 The aircraft will undergo acceptance inspection for testing period.

E 3.0 Upon delivery for deployment:

E 3.1 The aircraft will undergo acceptance inspection for deployment.

D 1.1.5 Nothing contained in this article shall be construed in derogation of any additional rights of the Government under the terms of the FAR provisions incorporated at Article E3 of this contract.

D 1.2 Prior to using the Contractor to carry Government personnel or cargo, the contractor will undergo, and must pass, an AMC inspection.

**E2.0 PERIODIC INSPECTIONS**

- D 2.1 The Contractor shall have a third party or other Government agency inspect the aircraft to ensure it is safe to conduct the missions and conforms to the requirements of this contract.
- D 2.2 The first inspection shall be completed prior to the deployment of the detachment. The second inspection will occur approximately 12 months later. If the contract is extended by exercise of an option, additional inspections will be required every 12 months.
- D 2.3 These inspections do not affect the Government's right to conduct other inspections and reviews pursuant to governing regulations or this contract.

**E3.0 CLAUSES INCORPORATED BY REFERENCE**

FAR 52.246-4 Inspection Of Services—Fixed Price

AUG 1996

## Section F - Deliveries or Performance

**SECTION F Deliveries or Performance****F 1.0 PERIOD OF PERFORMANCE**

F 1.1 The contract is anticipated to be for one firm period with three one year optional periods and one 11-month optional period as shown in F1.2, below. Total contract period unless extended in accordance with the terms of this contract (see FAR 52.217-8), shall not exceed 59 months from the date of award. **The anticipated start of performance is 1 October 2011.**

F 1.2 The length and characteristic of each period and detachment are as follows:

## ALPHA DETACHMENT:

<u>Period Name</u>	<u>Length</u>
Firm Period	1 October 2011 to . 30 September 2012 1- year
Option 1	1 October 2012 to . 30 Sept 2013 1- year.
Option 2	1 October 2013 to 30 Sept 2014 1- year.
Option 3	1 October 2014 to . 30 September 2015 1-year
Option 4	1 October 2015 to . 31 August 2016 11-months.

## BRAVO DETACHMENT:

<u>Period Name</u>	<u>Length</u>
Firm Period	1 October 2011 to 30 September 2012 1- year
Option 1	1 October 2012 to 30 Sept 2013 1- year.
Option 2	1 October 2013 to 30 Sept 2014 1- year.
Option 3	1 October 2014 to 30 September 2015 1-year
Option 4	1 October 2015 to 31 August 2016 11-months.

F 1.3 The actual period of performance of the contract may vary to account for the completion of a detachment's deployment when the original contract end-date is reached, or to account for not commencing on deployments that will start within the final 90 days of the final contract period. For the purposes of this clause, "final period" may mean the firm period or any option period so long as no subsequent optional periods are exercised. In no event shall the term of the contract exceed 59 months unless extended in accordance with the terms of this contract (see FAR 52.217-8).

<b>F 2.0 DELIVERY</b>
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F 2.1 The aircraft, associated equipment and crew shall be delivered to the location specified in Section F4. Delivery shall be no earlier than 0800 and no later than 1600 hours local time. The Contractor shall give the appropriate Government representative six working hours prior a written Notice of Readiness at the place of delivery (Saturdays, Sundays and U.S. Government holidays excluded).

F 2.2 The Government's acceptance of the Notice of Readiness for the aircraft and detachment shall be construed as the on-hire date for the aircraft and detachment performance under the Contract.

F 2.3 Use of the aircraft for the performance of ground school shall be limited to making an FAA approved aircraft of the same make/model/series as that to be deployed available for Navy Test Pilots to fly. No notice of readiness or inspection beyond verifying FAA certification will be required.

<b>F 3.0 REDELIVERY</b>
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F 3.1 At the end of this contract, the detachment shall be redelivered to the redelivery location, or a location of mutual agreement pursuant to the Changes clause. All costs associated with the

release and movement of the aircraft and equipment away from the agreed upon delivery location are for the Contractor's account.

F 3.2 The detachment shall be allowed a period of up to one week, prior to the end of the contract to have GFP removed, inventoried and returned to the Government. All CMS (Cryptological Materiel Systems) accounts shall be closed.

<b>F 4.0 DELIVERY/REDELIVERY LOCATIONS AND SCHEDULE</b>
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F 4.1 Unless otherwise directed, aircraft shall be provided at the location and schedule shown below:

ALPHA DETACHMENT:

<u>Period Name</u>	Location (delivery / redelivery)	Schedule
Aircraft for Ground School	Within commuting distance of the location where the ground school is being taught	Aircraft of the same type/model as awarded contract shall be available during ground school. Specific dates to be mutually agreed upon by both parties as required.
Deployment	Guam	Earliest: 2 weeks after AMC approval of contractor. Latest: 120 days after AMC approval of contractor. Specific dates to be mutually agreed upon by both parties within 7 days of AMC approval of contractor.

## ALPHA DETACHMENT:

<u>Period Name</u>	Location (delivery / redelivery)	Schedule
Deployment	Guam	01 October 2011

## BRAVO DETACHMENT:

<u>Period Name</u>	Location (delivery / redelivery)	Schedule
Deployment	Guam	01 October 2011

F 4.2 The Contractor shall furnish the Aircraft Pre-Testing Information (See Section C15.12) within seven days after contract award.

F 4.3 At the Government's discretion, an opportune lift may be available in which a Government-owned ship can transport the aircraft from CONUS to the location specified in Section F4.1. If an opportune lift is available, any cost savings associated with that lift will be realized by the Government in the form of a price reduction in the firm period delivery / redelivery price.

<b>F 5.0 NOTIFICATION OF AIRCRAFT STATUS</b>
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F 5.1 The Contractor shall notify the Contracting Officer immediately if the offered aircraft become unavailable for any reason.

<b>F 6.0 NOTIFICATION OF DELIVERY FOR DECK LANDING QUALIFICATIONS</b>
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F 6.1 In accordance with Section C6.8.4, the Government intends to make a USNS vessel available for Deck Landing Qualification Training.

F 6.2 The Contractor may use the vessel to qualify its personnel for deck landings.

F 6.3 In accordance with Section C6.8.2, any monetary outlay for Deck Landing Qualifications shall be for the Contractor's account and will not be reimbursed by the Government.

F 6.4 A pre-inspection of any aircraft and personnel associated with the Deck Landing Qualifications may be conducted by the Government. The inspection does not constitute any form of acceptance of the aircraft under this Contract, and does not constitute a review of airworthiness of the aircraft.

<b>F7.0 CLAUSES INCORPORATED BY FULL TEXT</b>
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FAR 52.242-15 STOP-WORK ORDER (AUG 1989)
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(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is

delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

- 1) Cancel the stop-work order; or
- 2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

- 1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- 2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.



## Section G - Contract Administration Data

**SECTION G Contract Administration Data****G1.0 INVOICE REQUIREMENTS**

The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated below:

Comptroller, N83  
Military Sealift Command  
914 Charles Morris Court, SE  
Washington Navy Yard, DC 20398

An invoice must include –

- D 3.0 Name and address of the Contractor;
- D 4.0 Invoice date and number;
- D 5.0 Contract number, contract line item number and, if applicable, the order number;
- D 6.0 Description, quantity, unit of measure, unit price and extended price of the items delivered;
- D 7.0 Terms of any discount for prompt payment offered;
- D 8.0 Name and address of official to whom payment is to be sent;
- D 9.0 Name, title, and phone number of person to notify in event of defective invoice; and
- D 10.0 Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- D 11.0 Electronic funds transfer (EFT) banking information.
  - (1) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
  - (2) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
  - (3) EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**G2.0 PROCEDURES FOR MODIFICATIONS**

Modifications for Aircraft Flight Hours

- (1) The Contracting Officer may exercise an option for additional flight hours.
- (2) The Contract may be modified orally by the Contracting Officer or his/her representative in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within two (2) working days from the time of the oral communication modifying the order.
- (3) The number of hours may be reduced based on actual flight hours worked; in such event, a reduction in the Contract price shall be calculated by multiplying the number of reduced flight hours by the Aircraft Flight Rate. The Contractor shall invoice only actual flight hours worked at the Aircraft Flight Rate. Any reduction in hours will be reflected in a contract modification at the end of each performance period.

#### ACCOUNTING AND APPROPRIATION DATA

AA: 97 X 4930 ND2A 000 00033 0 000033 2F0000000000000000

AMOUNT: \$(b) (4)

CIN N000332340P1020001: \$(b) (4)

CIN N000332340P1030001: \$(b) (4)

CIN N000332340P1040001: \$(b) (4)

CIN N000332340P1050001: \$(b) (4)

CIN N000332340P1060001: \$(b) (4)

CIN N000332340P1070001: \$(b) (4)

CIN N000332340P1080001: \$(b) (4)

CIN N000332340P1090001: (b)

## Section H - Special Contract Requirements

**(1) SECTION H Special Contract Requirements****H 1.0 POLLUTION AVOIDANCE**

H 1.1 The Contractor warrants that the detachment will avoid all pollution and is in compliance with all Federal, State, Interstate and local regulations pertaining to or related to its performance of this Contract. The Contractor further warrants that it will comply with all U.S. Navy shipboard procedures and requirements for hazardous material handling and hazardous waste management.

**H 2.0 INSURANCE**

H 2.1 During performance of this Contract, the Contractor shall, at his own expense, procure insurance from a financially and legally responsible insurance company or companies, and maintain such insurance at the minimum amounts as set forth below:

H 2.1.1 The Contractor hereby certifies that it maintains liability insurance in the amount of at least \$10,000,000 per aircraft to cover its obligations set forth herein. The United States shall be named as an additional assured with respect to said insurance with waiver of subrogation against the United States by the insurers.

H 2.1.2 Liability for Bodily Injury to or Death of Aircraft Passengers/Crew: The Contractor shall have a minimum amount of insurance for each person of at least \$1,000,000 per aircraft and a limit for each occurrence in any one aircraft of at least an amount equal to the sum produced by multiplying \$1,000,000 by 75% of the number of aircraft seats.

H 2.1.3 Liability for Bodily Injury to/or Death of Persons (excluding passengers): The Contractor shall have a minimum amount of insurance of at least \$1,000,000 per aircraft for each person in any one accident and a limit of at least \$2,000,000 for each accident.

H 2.1.4 Liability for Loss of or Damage to Property: The Contractor will be carrying high value cargo. The Contractor shall have a minimum amount of insurance of at least \$7,000,000 per aircraft for each accident.

H 2.1.5 If Combined Single Limit Liability is used, the amount is to be at least equal to the combined minimum amounts prescribed above for the various categories of split limits coverage.

H 2.1.6 Liability payment insurance purchased pursuant to the requirements of this clause shall cover payment to the U. S. Government pursuant to the subrogation provisions of the Medical Care Recovery Act (42 U.S.C 2651-2653) and, within the liability limitations of this contract, the cost of U.S. Government provided medical care to the extent that said insurance would cover payment of the cost of medical care in the absence of any U.S. Government obligation to provide medical care.

H 2.2 The Contractor shall provide proof to the Contracting Officer of compliance with these provisions not later than 30 days prior to commencement of performance.

H 2.3 At the sole discretion of the Government, war risk insurance may be provided pursuant to 14 CFR 198 as required. If the Government does not provide war risk insurance, the Contractor shall be responsible for obtaining commercial war risk insurance at its expense.

H 2.4 In the event all or any part of the insurance required by this clause, which has been placed by the Contractor, shall become vitiated, suspended, lapsed or terminated from any cause arising out of, or as a result of orders, acts or omissions of the Government in its sovereign or contractual capacity, the Government shall not indemnify the Contractor against any loss, damage, or expense suffered or sustained by it as a result of such vitiation, suspension, lapse or termination; provided, however, that the Contractor shall credit the Government with any and all savings in respect to premiums or charges from the time of such vitiation, suspension, lapse or termination.

### **H 3.0 HOSTILITIES**

H 3.1 The Contractor, his employees and/or agents agree to obey the lawful orders emanating from the Secretary of the Navy, Secretary of Defense and/or President of the United States in all cases relating to unusual emergency, natural disaster, contingency, mobilization, war or other hostilities.

H 3.2 If deployed to an area, port, place, zone or route involved in a state of war, warlike operations, civil strife, piracy, natural disaster or other hostilities (whether there be a declaration of war or not), it shall be unreasonable for the Contractor not to continue performance of this contract if insurance is available commercially or under a Government program.

### **H 4.0 ALTERATIONS**

H 4.1 The Contractor shall cooperate fully with the Government and use best efforts to alter the aircraft to perform the service requirements of the contract. This may also include installation of special equipment beyond that required by the Contract. The price of any alteration will be negotiated pursuant to the Changes clause of this contract. The Contractor shall ensure that any alterations or modifications performed are in accordance with the aircraft's standard airworthiness certificate and appropriate FAA regulations.

### **H 5.0 PRE-ACCEPTANCE SUBSTITUTION**

H 5.1 The Contractor may, at any time prior to presentation for acceptance, propose to substitute an aircraft for that proposed or under Contract. The nominated substitute shall be of the same or similar make/model/series and shall meet or exceed the capabilities of the proposed/Contract aircraft. Approval of any substitutions shall be at the Contracting Officer's sole discretion.

H 5.2 The Contractor shall request Government inspection of substitute personnel documentation or equipment in writing, at least 14 days prior to delivery. The Government will notify the Contractor of acceptance or rejection at least 7 days prior to the proposed effective date of the proposed change.

H 5.3 Transportation of substitute aircraft and/or personnel to the point of use will be at the Contractor's expense. When pilots are exchanged or replaced after the initial pilot approval, all costs associated with training or familiarization is for the Contractor's account unless approved in accordance with C 6.8.11.

## **H 6.0 OFF-HIRE**

H 6.1 In the event of loss of time resulting from deficiency and/or default of Contractor employees including but not limited to misconduct, illness, injury, strikes, FAA Grounding, labor disruptions, lockouts; or deficiency of stores; fire; breakdown of or damages to aircraft, machinery or equipment; detention by authorities; repairs; inspections; or deviation for the purpose of landing any ill or injured person on board other than any passenger, supercargo, or military personnel aboard the helicopter at the Government's request; or by any other cause whatsoever preventing the full working of any detachment, the payment of Per Diem, Aircraft Flight Rate and reimbursables shall cease for all time lost until the detachment is again ready and in a fully operational state to resume its service from a position not less favorable to the Government than that at which such loss of time commenced.

H 6.2 Should any helicopter deviate from or proceed contrary to the orders or directions of the Government, the detachment's Per Diem and Aircraft Flight Rate will be partially suspended from the time of its deviation until it is again ready and in a fully operational state to resume its service from a position not less favorable to the Government than that at which such loss of time commenced. The Per Diem and Aircraft Flight Rate deduction may be waived if the Government determines that the deviation occurred for safety reasons and was beyond the control of the Contractor.

H 6.3 When the period of time lost to the Government on any one occasion is less than two consecutive hours, no deductions shall be taken. If the aircraft or detachment fails to meet a scheduled evolution, it will be placed off-hire for the entire evolution regardless of the duration of the period of time lost.

H 6.4 Expenses incurred while the helicopter is off-hire, as well as all airport charges incurred upon the putting in to any airport or place other than to which the helicopter was bound prior to being placed Off-Hire, shall be for the Contractor's account.

## **H 7.0 POST ACCEPTANCE SUBSTITUTION**

H 7.1 Emergency Substitution.

H 7.1.1 In the event that any detachment is placed off-hire and either the Contractor or the Government expects that said off-hire period will exceed one day, the Government shall have the option to require the Contractor to substitute the deficient portion of the detachment to perform under this contract. Should the Government exercise this option, the Contractor shall deploy a substitute portion of the detachment meeting the criteria of Article H7.1.2, then fully ready to perform in accordance with this contract.

H 7.1.2 Any replacement nominated to be a substitute under this Article shall not result in a price increase to the Government. A substitute aircraft shall have an approved Wind Over Deck Envelope not less than the limitations assigned for the original aircraft. (Once Wind Over Deck testing on the original aircraft has commenced, all expenses relating to this testing due to substitution shall be fully for the Contractor's account). The substitute aircraft shall have substantially the same or superior characteristics as that accepted at award; it shall meet all contract requirements and shall result in no operational delay for the Government except as provided in Article H7.1.1 above. Acceptance of a substitute aircraft is at the Contracting Officer's sole discretion. This shall not otherwise excuse any other performance required under this contract.

H 7.1.3 The Contractor shall provide all notifications concerning emergency substitutions in writing. If the nature of an emergency does not permit sufficient time to provide written notice, the Contractor shall provide verbal notice provided said verbal notice is confirmed within 48 hours in writing. The Government notice of acceptance or rejection of the substitute shall be made within a reasonable amount of time following the Contractor's nomination thereof, provided that the Government is furnished sufficient information on which to base such a determination. Silence of the Government shall not be construed as acceptance.

## H 7.2 Permanent Substitution.

H 7.2.1 The Contractor may nominate a substitution for any portion of a detachment. Any such nominee shall be in accordance with H7.1.2.

H 7.2.2 All notifications concerning permanent substitutions must be in writing. The Government's notice of acceptance or rejection of the Contractor's nominated substitute shall be made within a reasonable amount of time provided that the Government is furnished sufficient information on which to base such a determination. Silence of the Government shall not be construed as acceptance.

## **H 8.0 ASHORE ACCOMMODATIONS**

H 8.1 The Contractor shall be fully responsible for all arrangements related to accommodations, victualling and transportation if detachment personnel are placed in shore facilities at the request of the Contractor, or when the detachment is deployed ashore. The Government will reimburse costs incurred in accordance with B3.0. The Contractor shall not exceed rates estimated in the Joint Travel Regulation (JTR) for all travel reimbursement costs. Reimbursement for airfare shall not exceed the lowest customary standard, coach or equivalent airfare offered during normal business. The Contractor will not be reimbursed for travel expenses unless audited records for transportation contain evidence, such as original receipts substantiating actual costs incurred for travel. Actual costs shall be considered reasonable, allowable, and reimbursable only to the extent that they do not exceed on a daily basis the maximum per diem rate in effect at the time of travel as set forth in the Federal Travel Regulations, Joint Travel Regulations and Standardized Regulations as set forth in FAR 31.205-46.<sup>P00003</sup>

## Section I - Contract Clauses

**SECTION I Contract Clauses****CLAUSES INCORPORATED BY REFERENCE:**

FAR		
52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995 SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003 OCT 2010
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995 SEP 2006
52.214-34	Submission of Offers in the English Language	APR 1991
52.214-35	Submission of Offers in U.S. Currency	APR 1991
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999 JUL 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	OCT 2010
	RESERVED	
	RESERVED	
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002 MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2010
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-50 Alt I	Combating Trafficking in Persons	FEB 2009

52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-18	Contractor Policy to Ban Text Messaging While Driving	SEP 2010
52.244-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JAN 2004 JUN 2008
52.227-1	Authorization and Consent	JUL 1995 DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996 DEC 2007
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-5	Insurance--Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-1	Payments	APR 1984
52.232-4	Payments Under Transportation Contract and Transportation-Related Services Contracts	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2008
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Dec 1991) - Alternate I	JUL 2002
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt IV	Changes--Fixed-Price (April 1984) - Alternate II	AUG 1987
52.243-7	Notification Of Changes	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1Alt I	Property Records	APR 1984
	Government Property	JUN 2007
52.245-9	Use And Charges	JUN 2007



52.246-20	Warranty Of Services	MAY 2001
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-5	Familiarization With Conditions	APR 1984
52.247-12	Supervision, Labor, or Materials	APR 1984
52.247-15	Contractor Responsibility for Loading and Unloading	APR 1984
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	APR 1984
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.247-63	Preference For U.S.-Flag Air Carriers	JUNE 2003
52.247-46	Preference For U.S.-Flag Commercial Vessels	APR 2003
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	FEB 2006
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8 Alt I	Default (Fixed-Price Supply & Service) Alternate I	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
 DFARS		
252.201-7000	Contracting Officer's Representative (Revised September 21, 1999)	DEC 1991
252.203-7001	Prohibition on Employment	MAR 1999
	Prohibition on Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government Of A Terrorist Country	MAR 1998 DEC 2006
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)	APR 2007
252.211-7011	Reporting of Government Furnished Equipment In the DOD Item Unique Identification (IUID) Registry	NOV 2008
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7004	Drug-Free Work Force	SEP 1988
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7003	-Report of Intended Performance Outside the United States and Canada—Submission with Offer	OCT 2010
252.225-7004	Report of Intended Performance Outside the United States and Canada—Submission after Award	OCT 2010
252.225-7006	Quarterly Reporting Of Actual Contract Performance Outside The United States	APR 2003 OCT 2010

252.225-7012	Preference For Certain Domestic Commodities Acquisition Restricted to Products or Services from Iraq or Afghanistan	MAR 2008
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States	MAR 2006
252.228-7003	Capture and Detention	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7000	Government-Furnished Mapping, Charting and Geodesy Property	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.249-7024	Notification of Transportation of Supplies by Sea	MAR 2000

<b>CLAUSES INCORPORATED BY FULL TEXT</b>
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FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)
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The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor any time prior to contract expiration.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
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(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days of contract expiration. The Government may, but is not required to give the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 59 months.

(End of clause)

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS ALT 1( OCT 2010)
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(a) *Definitions.* As used in this clause—

“Commercial item” has the meaning contained Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

d) The Contractor shall include the terms of this clause, including this paragraph (d), but not including paragraph (e), in subcontracts awarded under this contract.

(e) To the maximum extent practicable, when the Contractor acts as a purchasing agent for the Government with respect to a purchase that exceeds the simplified acquisition threshold, the Contractor shall conduct market research (10 U.S.C. 2377(c)) to—

(i) Determine if commercial items or, to the extent commercial items suitable to meet the agency's needs are not available, nondevelopmental items are available that—

(A) Meet the agency' requirements;

(B) Could be modified to meet the agency's requirements; or

(C) Could meet the agency's requirements if those requirements were modified to a reasonable extent; and

(ii) Determine the extent to which commercial items or nondevelopmental items could be incorporated at the component level.

(End of Clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
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This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

## Section J - List of Documents, Exhibits and Other Attachments

**SECTION J List of Attachments****D3.0 Contract Attachments (numbered attachments)**

- J1 Hot Fueling Specifications
- J2 T-AKE Hangar Specs
- J3 Government Furnished Property
- J4 Aircraft Characteristics
- J5 Report Contents
- J6 Primary Logistics Ports
- J7 DD254
- J8 AMC Form 207
- J9 OPNAVINST 3100.8A
- J10 Subcontracting Plan