

8 January 14

PEFORMANCE WORK STATEMENT (PWS)

Combined Joint Operations Area – Afghanistan (CJOA-A)

**Short Take-Off and Landing (STOL)
Low Cost / Low Altitude (LCLA) Aerial Drop,
Cargo Service, Passenger Service, and Combined Service**

TABLE OF CONTENTS

1. Description of Services

- 1.1 Scope of Contract
- 1.2 Aircraft Requirements
- 1.3 Personnel Requirements
- 1.4 Aircraft Maintenance
- 1.5 Passenger Service
- 1.6 Cargo Service
- 1.7 Transporting Hazardous Cargo
- 1.8 Passenger and Cargo Combination (COMBI) Service
- 1.9 Air Drop Operations
- 1.10 Intransit Visibility (ITV)
- 1.11 Aviation Related Contractor Records
- 1.12 Information Assurance
- 1.13 Cyber Security Incidents
- 1.14 Contractor Bodily Injury and Property Damage Liability

2. Service Delivery Summary

3. Government Furnished Property and Services

- 3.1. Ramp Space
- 3.2. Utilities
- 3.3. Fuel
- 3.4. Billeting
- 3.5. Subsistence
- 3.6. Briefings
- 3.7. Base Transportation
- 3.8. Loading and Unloading
- 3.9. Maintenance Resources
- 3.10. Secure Communications
- 3.11 Office and Working Space

4. General Information

- 4.1 Project Management
- 4.2 Security
- 4.3 Force Protection
- 4.4 Quality Control
- 4.5 Passports
- 4.6 Communications
- 4.7 Aircrew Duty Day Requirements
- 4.8 Flying In Controlled Airspace
- 4.9 Fire Containment Covers
- 4.10 Safety Barriers
- 4.11 Authority to Leave Unsafe Aircraft
- 4.12 Workload Estimate
- 4.13 Required Reports
- 4.14 Information Assurance

1. Description of Services.

1.1. **Scope of Contract.** Provide one fixed-wing aircraft, personnel, equipment, tools, material, maintenance, and supervision necessary to perform Short Take-Off and Landing (STOL) Low Cost / Low Altitude (LCLA) aerial delivery (air drop) of Para-drop Resupply Bundles, cargo, passenger, and combined air transportation services between locations in the Area of Responsibility (AOR) of Afghanistan, Kyrgystan, Pakistan and Uzbekistan. The Government reserves the right to add an additional surge aircraft should future requirements arise. Specific locations will be provided at the time of mission scheduling, however, the International Civil Aeronautics Organization (ICAO) identifier for each location is listed below:

The aircraft can land at the following locations:	
ICAO	Location
OAIX	Bagram
OABN	Bamyan Landing Zone (LZ)
OAGZ	Gardez
OAJL	Jalalabad
OAKB	Kabul
OAKN	Kandahar
OAMS	Mazar E Sharif
OASL	Salerno LZ
OASD	Shindand
OASA	Sharana
Total	10 Airfields

1.1.1. Missions will be scheduled at least twenty-four (24) hours in advance, unless otherwise agreed to by the contractor and Contracting Officer Representative (COR). Weather and aircraft maintenance will be considered when scheduling missions. Each aircraft will be expected to fly no more than ten (10) hours of flight time per day. If necessary and authorized by the COR, contractor is authorized to Remain Over Night (RON) at other locations. DOD is responsible for providing contractor support when RONing. Anticipated Routes: Missions will originate and end at Bagram Air Field (BAF), Afghanistan or other suitable airfields that will support flight operations. Actual performance Mission/flight iterations often entail performance during nighttime hours, on weekends and Federal Holidays. The flight times will be coordinated with the COR or ACOR. Aircraft shall be available for services 24 hours per day, 7 days per week.

1.1.2. The contractor shall coordinate all airlift movements with the COR/ACOR prior to any mission. Aircraft routes and altitudes are in accordance with the Republic of Afghanistan Aeronautical Information Publication (AIP) located at <http://www.motca.gov.af>

1.1.3. The Government anticipates contracting approximately 125 hours per aircraft for 24 days per month and allows 6 days per month for scheduled/unscheduled maintenance. Missions average five flight hours per day.

1.1.4. Based on historical data, contractor shall be able to sustain delivery of an average minimum of two hundred (200) bundles per month and have a capability to deliver up to 400 bundles per month on a twelve (12) month basis.

1.1.5. The contractor may refuse any mission for safety reasons. However, mission must be rescheduled and flown as agreed to by the COR and contractor.

1.1.6. Aircrew shall remain on flight plan filed, unless deviation for safety of flight is required.

1.1.7. Aircraft will only operate out of airfields approved on the United States Air Forces, United States Central Command Operation Enduring Freedom approved airfield matrix.

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

1.1.9. Pilferage and Loss. The contractor shall be responsible for the safekeeping and control of Government cargo, mail and passengers transported while conducting air operations. The contractor shall be liable to the Government for, and reimburse the Government for, cost and damages related to pilferage, loss or harm to any Government cargo in the possession of the contractor, except where the pilferage, loss or harm is a direct result of hostile action or defective U.S Government equipment. The contractor agrees that it assumes all liability for injury or death to passengers while those passengers are being transported by the contractor, holding the Government harmless for any such injury or death.

1.1.10. Aircrew shall be capable of performing emergency resupply missions with a minimum of 6 hours notice to selected Forward Operating Bases (FOBs), Combat Out Posts (COPs) and/or associated Drop Zones (DZs).

1.1.11 **Operational Readiness**

1.1.11.1 Operational Readiness. Each aircraft is allowed 6 days per month for scheduled/unscheduled maintenance (which equates to an 80% operational readiness rate). Each day the aircraft is NMC (Non Mission Capable) after the 6th day, payment will be prorated. Proration will be calculated by dividing the monthly service rate by the number of days in the month and then multiplying this amount by the number of NMC days. Billable days will be calculated by subtracting the 6 given maintenance days (if applicable) from the actual number of NMC days and then subtracting this total from the number of days in the month. The aircraft must be FMC (Fully Mission Capable) for a minimum of 20 days in order to get credit for the 6 paid maintenance days. If the aircraft fleet, per location, flies the maximum number of hours a month (# of aircraft x 125 hours a month) no deduction will be taken from the monthly rate for any aircraft. If any aircraft is not available for an entire month, no monthly service fee for that aircraft will be paid. If an aircraft becomes FMC after all flying/missions are completed for the day, no payment for monthly service will be paid for that aircraft for that day. Any day an aircraft is not FMC for carrier controlled reasons, no monthly service payment will be made for that day. An airframe is not to be considered available unless both the airframe is FMC and the aircrew is available as defined by the Federal Aviation Administration (FAA) or comparable regulations. If there are extenuating circumstances, the NMC days can be waived on a case-by-case basis.

1.1.12. Recovery. The contractor is responsible for recovering disabled, damaged, or destroyed aircraft. The US Government may, at its discretion, assist if resources and time are available. Any recoverable cargo will be returned to the Government. If an aircraft has been disabled in enemy territory and is likely to be seized by the enemy, the contractor shall make every reasonable effort to destroy the cargo to prevent it from being recovered by the enemy. The Government will not reimburse the contractor in any way for a disabled, damaged or destroyed aircraft.

1.1.13. Replacement Aircraft. If an aircraft is inoperable and unable to complete missions, the contractor shall provide a replacement aircraft ready to fly missions within thirty days. The 30 day count begins as soon as the original aircraft is identified as not mission capable (NMC) during initial start of mission. The Government will not reimburse the contractor in any way for the positioning, depositioning, or other costs or expenses related to a replacement aircraft.

1.1.14. Regulatory requirements. The contractor shall perform to standards specified and used throughout the CJOA-A and the standard generally acceptable to the commercial Aviation Industry performing related or similar requirements. STOL, Fixed Wing operations in CJOA-A will be conducted in accordance with:

Department of Defense (DoD) Instruction 4500.53

Army Regulation (AR) 95-1

CFAR Part 91, 105, 119 and 135 as applicable

Field Manual (FM) 4-20.103, Airdrop of Supplies and Equipment: Rigging Containers, September 2005, and

FM 4-20.112 Airdrop of Supplies and Equipment: Rigging Typical Supply Loads, February 2009 as applicable for missions within CJOA-A

FM 3-21.220, September 2003: Static Line Parachuting Techniques and Training

1.2. **Aircraft Requirements.**

1.2.1. The contractor shall provide an unpressurized aircraft that is fixed wing, has a twin-engine turbo prop, and has a rear ramp with a minimum door size to accommodate bundle drops which shall be at least sixty (60) inches. Aircraft must be fully instrumented/equipped to fly under Instrument Flight Rules. Aircraft must be listed, maintained and operated in accordance with the air carrier's Federal Aviation Regulation (FAR) 91 (general operating and flight rules), FAR105 (parachute operations), FAR 119.55 (military contract deviation authority), and FAR 135 certificate or equivalent Civil Aviation Administration (CAA) requirements .

1.2.2. The contractor shall provide passenger/cargo aircraft that are twin-engine, fixed wing, unpressurized and has the flexibility to transport cargo (as Para-drop resupply bundles or as palletized cargo) and passengers. Total aircraft lift capability will equal a minimum of four thousand pounds (4,000 lbs) at above ten degrees (+10°) Celsius for a four hundred (400) mile length stage non-stop during Instrument Flight Rules (IFR) conditions. Aircraft at a minimum must be able to operate from an unimproved three thousand-five hundred foot (3,500 ft) long runway at sea level. Aircraft may operate (take-off and landing) on runways shorter than 3,500 ft, but such operations must be executed in compliance with the aircraft technical manual for performance and weight and balance. The pilot in command has final authority for all operations and retains responsible for the safe operation of the aircraft at all times. Aircraft must have the ability to hold a minimum of nine (9) passengers with an alternate configuration for cargo only. Aircraft shall have the capability to change configurations as required by USFOR-A. Carriers will be given 48 hours to change configurations.

1.2.3. Aircraft must be capable of utilizing the Low Cost / Low Altitude (LCLA) parachute aerial resupply delivery system In Accordance With (IAW) GSTM 4-48.03(formerly FM 4-20.103/MCRP 4-11.3C/TO 13C7-1-11; which can be accessed at web page: http://www.quartermaster.army.mil/adfsd/adfsd_waivers_interims.html#c.

1.2.4. Aircraft must be capable of transporting cargo loads (as Para-drop resupply bundles or as palletized cargo) or passengers in extreme hot and cold temperature conditions that include high altitudes with mountain ranges up to 15,000 ft MSL.

1.2.5. Aircraft must be configured with Ultra High Frequency (UHF) and Very High Frequency (VHF) radio, and Global Positioning Satellite (GPS), and Radar Altimeter. A Blue Force Tracker or similar real-time satellite device and Emergency Locator Transmitter (ELT) are required on each aircraft compatible with the theater and users search and rescue capabilities. All aircraft must have satellite communication capabilities. Operator's responsibility to ensure additional survival equipment appropriate for the environment and mission they are operating in that meets or exceeds FAR Part 135.

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

1.2.7. Aircraft Inspection. The Government reserves the right to inspect aircraft, maintenance records, and employee records at any time.

1.2.8. Aircraft Markings. Authorized marking on all aircraft will be the contractors name on each side as well as required markings such as tail numbers. Other identifying marking, such as "UN", "ISAF", "NATO" or "SFOR" are not allowed and must be removed. It is in the best interest of all parties that aircraft not be painted in a color that is close to military colors and paint schemes. Any color other than white should be reviewed and approved by the Government prior to deployment.

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

1.2.10. Ballistic Protection. Aircraft must have ballistic protection around the windshield, aircrew seats, and crew area. The minimum level of protection required is United States Department of Justice's (DoJ) National Institute of Justice (NIJ) Level IIIA ballistic protection. Standards of Level IIIA ballistic protection defined by Ballistic Resistance of Body Army, NIJ Standard – 0101.06, published by Office of Law Enforcement Standards, National Institute of Standards and Technology, July 2008; which can be accessed at web page: <http://www.nij.gov/pubs-sum/223054.htm>

1.3. Personnel Requirements.

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

1.3.2. Aircrew members shall be trained, qualified, and maintain proficiency in accordance with FAR 135, and 32 CFR 861.

1.3.3. Aircraft maintenance personnel shall be trained, qualified, and maintain proficiency in accordance with FAR 135.

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

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

1.4. **Aircraft Maintenance.** Aircraft will be maintained and operated in accordance with FAR 135 or equivalent CAA requirements.

1.5. Passenger Service.

1.5.1. Contractor must be capable of transporting a minimum of nine (9) passengers plus personal baggage per mission. The actual number of passengers will be determined by the distance to and the altitude and temperature of the desired location. Planning weight for passengers plus their baggage is 400 lbs per person.

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

1.5.3. The contractor is ultimately responsible to determine passenger weight and cargo/baggage weight. If calibrated scales are not available or feasible, the contractor may elect to use hand held and portable type scales. If scales are not available, interrogated weights can be used if in compliance with applicable FAR's.

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

1.5.5. Offloading shall be accomplished within 30 minutes or less to comply with Maximum on Ground (MOG) restrictions and safety considerations.

1.5.6. The contractor will ensure that all mission aircraft are operated by two pilots rated in the type, design, and series for the aircraft being flown. Failure to meet pilot requirements will be calculated into the operational readiness language in accordance with paragraph 1.1.9.

1.6. Cargo Service.

1.6.1. Provide cargo transportation in accordance with paragraph 1.2. Estimated largest piece is forty eight inches (48") x 48" x sixty inches (60") with gross weight of six hundred to eight hundred (600-800) lbs each.

1.6.2. The contractor will deliver cargo from origin to destination. The cargo will be configured for loading inside the cabin of the aircraft or for aerial drop delivery; see paragraph 1.9 for details on cargo aerial drop. The contractor must be prepared to accept cargo in either configuration. The contractor will ensure that the aircraft and the pilots are capable of landing at destination to unload palletized cargo or performing aerial drop operations when tasked to do so.

1.6.3. Cargo may consist of CLASS I (Food and Water), CLASS II (General Supplies), CLASS III (Fuel), CLASS IV (Construction Materials), CLASS V (Ammunition—all caliber) CLASS VI (AAFES supplies), CLASS VII (Major End Items), CLASS VIII (Medical Supplies), CLASS IX (Repair Parts), or CLASS X (non-military goods such as humanitarian assistance items). The contractor will be notified by the Government prior to loading of any cargo of a hazardous, flammable, or explosive nature and any such cargo must be properly documented and certified as per applicable military transport standards.

1.6.4. Offloading shall be accomplished within 30 minutes or less to comply with Maximum on Ground (MOG) restrictions and safety considerations.

1.6.5. All cargo will be floor loaded or loaded on skids, where equipment is available.

1.6.6. Contractor shall verify cargo weight with calibrated scales. Cargo weights and hazardous materials documents will be verified by qualified DoD personnel.

1.6.7. The contractor will prohibit cargo that has not been properly manifested from flying on the aircraft.

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

1.7 Transporting Hazardous Cargo. The Government requires passengers to carry a full complement of munitions and explosives necessary to execute their mission as well as other HAZMAT. Contractor shall carry HAZMAT in accordance with their DOT approvals and exemptions. Contractor shall provide a copy of any DOT exemptions to the Contracting Officer. If contractor does not currently possess the necessary approvals and exemptions to carry such HAZMAT, contractor must act with due diligence to obtain an exemption and the Government will cooperate in all good faith to obtain such exemption. Contractor shall transport hazardous materials IAW AFMAN 24-204. Prior to passenger and cargo transportation, the government will verify that passengers can travel with the class of hazardous material being transported. Hazardous classes will be identified prior to personnel and cargo being scheduled for missions.

1.8. Passenger and Cargo Combination (COMBI) Service.

1.8.1. Provide passenger and cargo combination service in accordance with the Performance Work Statement.

1.8.2. Due to intent of aircraft under this contract to support LCLA operations, a General Officer (GO) level authorization is required to re-allocate aircraft from primary mission (cargo movement – dedicated air drop cargo, combined air drop cargo & non-air drop cargo or dedicated non-air drop cargo) to support a secondary (combined cargo air drop & passenger movement) or tertiary (combined non-air drop cargo & passenger movement) or quaternary (dedicated passenger movement) mission requirement.

1.8.3. Combination missions involving air drop cargo and passengers and will only be conducted by contractor with prior approval from Air Delivery Officer, Air Movement Officer, COR or ACOR with a signed memorandum clearly identifying transportation of personnel as Emergency Essential and signed by a Brigadier General (O-7) or higher officer.

1.8.4. Combination missions involving non-air drop cargo and passengers do not require prior approval with a signed memorandum from a GO. LCLA contract primarily a cargo movement contract, non-air drop cargo takes priority over passengers limiting number of passengers transported in a combination mission to available seating positions after all non-air drop cargo loaded.

1.8.5. Receive FAA approval to operate in a combination mode.

1.8.6. Comply with FAA guidelines including cargo nets and placement of passengers.

1.8.7. Offloading shall be accomplished within 30 minutes or less to comply with Maximum on Ground (MOG) restrictions and safety considerations.

1.9. Air Drop Operations.

1.9.1. Mission/flight Parameters and Specific Tasks. The following Mission/flight operating tasks in following paragraphs are typical of the Air Support Services (parachute operations) that the contractor would be expected to perform under this contract. The requirement to provide Air Support Services (parachute operations) shall necessitate a degree of flexibility on the part of the contractor with regard to aircraft operations during the aerial delivery mission. Mission/flight parameters may be tailored to support mission needs, and as such, may differ in detail from those outlined below, but shall be in accordance with applicable military regulations or field manuals. Every Air Support Service (parachute operation) will be mutually agreed upon between the contractor and the COR or ACOR at least 24 hours in advance of mission execution. Aircrew shall be capable of performing emergency Air Support Service missions with a minimum of 6 hours notice to selected FOBs, COPs and/or associated DZs within CJOA-A.

1.9.2. Air Operations Practical Exercises (AOPE). AOPE operations shall consist of Para-drops of equipment bundles and Landing Zone (LZ) operations at various small field landing strips that have been marked for landing. The contractor shall ensure that the aircraft have the capability to talk with the ground party running the operation via approved FM VHF and/or UHF frequencies.

1.9.3. Re-Supply Bundle Drop (RBD). For this operation, the aircraft shall be required to perform static line Para-drops of equipment bundles onto drop zones from a minimum altitude of one hundred-fifty (150) ft above ground level. The DZs will be marked with a standard North Atlantic Treaty Organization (NATO) 'L' marker, Smoke or other field expedient method. The aircraft shall be capable of dropping 6 to 8 bundles each mission or flight operation scheduled. Minimum door size to accommodate bundle drops shall be at least 60 inches wide.

1.9.4. Military Personnel On-board Aircraft. At times military personnel will be required on board the aircraft as passengers in order to validate or assist in the aerial delivery of supplies in accordance with the contract. Military personnel validating aerial delivery will be current COR, ACOR or designated Subject Matter Expert (SME) identified by COR or ACOR to perform validation. Military personnel assistance with aerial delivery will be by exception on a case-by-case basis with prior approval from ACOR, COR or KO.

1.9.5. Delivery altitude. Due to constraints on size of DZs, contractor shall be required to perform Para-drop of equipment bundles at altitudes as low as 150 ft above ground. This requirement routinely required for all bundles in a mission for each mission in a single day.

1.9.6. Aircraft must be capable of utilizing the Low Cost / Low Altitude (LCLA) parachute aerial resupply delivery system In Accordance With (IAW) Field Manual (FM) 4-20.103; which can be accessed at web page: http://armypubs.army.mil/doctrine/DR_pubs/DR_a/pdf/fm4_20x103.pdf.

1.9.7. Air Support Service (parachute operations) and administration thereto, of Military Bundle Drops, at various drop zones in Afghanistan as designated by the Government. The actual dates, times and Mission/flight parameters for Air Support Service (parachute operations) shall require close coordination between the contractor's Project Manager and the Joint Transportation Officer, Loadmaster, Drop Zone Safety Officer or other authorized Government representatives, but any and all direction will be from the KO, COR or ACOR to the contractor.

1.9.8. The contractor's pilot(s) shall ensure Jumpmaster Aircrew briefings are conducted in accordance with the **Jumpmaster Graphic Training Aid (JM- GTA)**. For Air Support Services (parachute operations) involving passenger operations, a briefing shall be conducted in accordance with FAR 135.117 and at least 2 contractor pilots will be on the mission.

1.10. **Intransit Visibility (ITV)** Contractor will be required to provide to the Movement Control Battalion (MCB) or Command Post at Bagram departure and arrival notification at all locations via phone, radio, or satellite phone. For aerial drops, contractor shall provide to Air Delivery Officer and or Air Movement officer departure and arrival notification at all locations via phone, radio, or satellite phone, with ITV data transmission made available to DoD for flight monitoring. If communication is not available, contractor will provide information through Bagram either in flight or upon return to home station.

1.11. Aviation related contractor records and reports, as may be pertinent to the performance and performance quality for Air Support Services (parachute operations), shall be made available upon request. With regard to the contractor's aircraft utilized for Air Support Services (parachute operations), the contractor shall make the following data available for Government inspection: type of aircraft maintenance program used, airframe and engine logbooks, airworthiness certificate, radio station license, registration, operator's handbook, weight and balance records, and a list of tail number(s).

1.12. **Information Assurance**

1.12.1 Requirement for Contractor Information Assurance (IA) Report. The Contractor shall provide an Information Assurance Report to describe their environment that safeguards DOD non-public information resident on or transiting the contractor's unclassified information systems from unauthorized access and disclosure. Protection measures applied should consider the risks (i.e. consequences and their probability) of loss, misuse, unauthorized access, or modification of information. The report shall address the SANS (SysAdmin, Audit, Network, Security) Institute's Twenty Critical Security Controls for Effective Cyber Defense: Consensus Audit Guidelines (<http://www.sans.org/critical-security-controls>) and be provided in accordance with the attached template at Attachment XX to the PWS. The contractor is encouraged to provide additional information above and beyond what is outlined in the SANS guidelines to enhance the government's understanding of their information security posture. The report will be updated 30 days prior to exercise of an option period, if applicable.

1.13 **Cyber Security Incidents**

1.13.1 Reporting Requirements. The contractor shall report to the following two Government organizations as soon as possible upon discovery of any suspected cyber intrusion events that affect DOD information resident on or transiting the contractor's unclassified information systems.

- (1) USTRANSCOM Global Command, Control, Communications and Computers (C4)
Coordination Center (GCCC)
E-mail: ustcJ6-gccc@ustranscom.mil

Commercial Phone: 618-229-4222

- (2) USTRANSCOM Deployment and Distribution Operation Center (DDOC)
E-mail: ustc-ddocchief@ustranscom.mil
Commercial Phone: 618-220-7700

Initial report shall be provided even if some details are not yet available, with follow-on detailed reporting within 72 hours. Reportable cyber intrusion events include the following:

- (1) A cyber intrusion event appearing to be an advanced persistent threat
- (2) A cyber intrusion event involving data exfiltration or manipulation or other loss of any DOD information resident on or transiting the contractor's, or its subcontractors', unclassified information systems
- (3) Intrusion activities that allow unauthorized access to an unclassified information system on which DOD information is resident or transiting

Definition of advanced persistent threat: An extremely proficient, patient, determined, and capable adversary, including two or more of such adversaries working together.

1.13.2 Incident Report Content. The incident report shall include, at a minimum, the following information:

- (1) Applicable dates (date of suspected compromise and date of discovery)
- (2) Threat methodology (all known resources used such as Internet Protocol (IP) addresses, domain names, copies malware, etc.)
- (3) An account of what actions the threat(s) may have taken on the victim system/network and what information may have been accessed
- (4) A description of the roles and functions of the threat-accessed system
- (5) An initial list of potentially impacted government programs and each program's classification
- (6) What information may have been exfiltrated that may impact government programs
- (7) A list of all employees and subcontracted employees who work or have worked with the victim system/network
- (8) A point of contact to coordinate damage assessment activities

1.13.3 Incident Report Submission. The contractor will submit unclassified network cyber incident reports to the USTRANSCOM Technical Information Analysis Center (TIAC) and USTRANSCOM designated government personnel via encrypted email or another mutually agreed upon secure communications method. Copies of malware require special handling and pre-coordination must be accomplished prior to submission.

1.14 Contractor Bodily Injury and Property Damage Liability

1.14.1. Contractor is required to maintain bodily injury and property damage liability insurance coverage in amounts equal to, or in excess of, those customarily used in the commercial marketplace in Afghanistan and shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims. The insurance coverage shall provide for bodily injury and property damage liability covering the operation of aircraft used in connection with performing the contract.

2. Service Delivery Summary

Performance Objective	PWS Paragraph	Performance Threshold
Operational Readiness	Para. 1.1.11	Aircraft are available 80% of the month.
Maintain accurate records	Para 4.13	100% Accurate, Complete, and On Time

Contractor shall maintain passenger manifest until mission is complete	Para. 1.5.2.	100% of Missions
Aircrew shall remain on flight plan filed, unless deviation for safety of flight is required	Para. 1.1.6	100% of Missions

3. Government Furnished Property and Services will be provided if the Government determines they are available.

3.1. **Ramp Space.** Ramp space will be provided at each bed down location for contractor aircraft.

3.2. **Utilities.**

3.2.1. The Government will provide utilities for office and working space at each hub location. The utilities provided shall be equivalent to those provided to other military and tenant organizations—no special or unique requirements will be supported. Electricity, water (potable or non-potable), sewer and telephone will be provided at all hubs. Class A lines may not be available at all locations. Internet access and/or e-mail are available at all locations based on requirements and availability.

3.3. **Fuel.**

3.3.1. The Government will supply the same fuel US forces are using in current operations for all aircraft. Fuel will only be provided at the origin of the mission or other Government-designated bases, if the Government determines they are available. Fuel may be dispensed at the destination FOBs or Combat Outposts with prior coordination **or in other than hub areas.** Fuel consumed as a result of the contractor’s determining to replace or swap out aircraft shall not be provided by the Government.

3.3.2. Defense Logistics Agency - Energy (DLA-E) Ground and Aviation Fuel. If the contractor is authorized to purchase fuel from DLA-E, a Fuel Purchase Agreement (FPA) must be completed. DD Form 1896 DOD Fuel Identaplates will be prepared for the contractor and the prime contractor. The identaplate will reflect the contractor’s DoDAAC account. It is the responsibility of the contractor to manage and account for the identaplates.

3.3.3. Additional information can be found at <http://www.desc.dla.mil/dcm/files/desc-i-3.pdf>.

3.4. **Billeting.**

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

3.5. **Subsistence.**

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

3.6. **Briefings.**

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

3.7. **Base Transportation.**

3.7.1. Base transportation (bus or shuttle) may not be available at all hub locations. The contractor may provide its own flightline (ATV or Gator-like) vehicles upon USFOR-A approval and will obey all published regulations, licensing and dispatching requirements regarding vehicle operations.

3.8. Loading and Unloading.

3.8.1. The Government may provide, at its discretion, loading and unloading assistance at all hubs. The contractor must be prepared to perform all loading and unloading in the absence of Government support.

3.9. Maintenance Resources.

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

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

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

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

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

3.9.5. Contractor will self support operations with their own organic de-icer capabilities and the contractor will be responsible for the operation and maintenance of their de-icer equipment.

3.9.6. Aerospace Ground Equipment necessary for flight line operation will be provided by the contractor. Aerospace Ground Equipment includes, but not limited to: generator, fire extinguishers, aircraft wheel chocks, pressure washer platform lift de-icing equipment, and de-icing fluid.

3.9.7. The contractor must have on board the following: a complete set of aeronautical charts, approach plates (for each required pilot) covering the area of operation, a first-aid kit and emergency equipment accessible to the passengers and appropriate to the environment of operation.

3.10. Secure Communications.

3.10.1. Contractor will be provided access to secure communications pending verification of appropriate security clearances.

3.11. Office and Working Space.

3.11.1. If the Government determines they are available, the Government will provide office and working space at each hub location. Due to limited office space at some hub airfields, the contractor may be responsible for providing its own office and working space under the non-recurring reimbursables CLIN. In this case the contractor shall coordinate with the local functional engineering team to obtain approval for its office/working space structure.

4. General Information

4.1. Project Management

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

4.1.2. The government will assign a Contracting Officer Representative (COR) officer to oversee and inspect contractor flight operations to include quarterly familiarization flights on each aircraft and with various crews.

4.2. Security

4.2.1. Contractor Security: Government Security Forces (SF) and Quick Response Forces (QRF) personnel will provide security and force protection procedures for the contractor while on military installations and during contract performance. The contractor is responsible for providing resource protection to ensure the aircraft and cargo are secure when aircraft are parked outside of US Military installations. It is the contractor's responsibility to obtain prior approval from the combatant commander to arm its personnel or install armament on its aircraft.

4.2.2. The contractor shall comply with the applicable DoD, USAF, AMC, and CENTCOM instructions, regarding Operational, Physical, and Communications Security as well as the Anti-terrorism/Force Protection Programs.

4.2.3. The contractor shall participate in Random Anti-Terrorism Measure (RAM) activities to the best of their ability. The contractor shall not add additional staff to perform RAMs.

4.2.4. Personnel Clearance Validation: Upon award, the contractor shall submit the names of contractor personnel to USTRANSCOM for vetting through JPAS to ensure investigative and clearance requirements have been satisfied. This shall be completed before the COR/Trusted Agent (TA) accesses the DOD Trusted Associate Sponsorship System (TASS) and creates/approves a CAC application. If a contractor's employee does not have the required investigative or security clearance level based on the Government's determination, the contractor's employee will be denied the ability to work.

4.2.5. Derogatory Information: If the Government notifies the contractor that the employment or the continued employment of any contractor personnel is prejudicial to the interests or endangers the security of the United States of America, that employee shall be removed and barred from the worksite. This includes security deviations/incidents and credible derogatory information on contractor personnel during the course of the task order's period of performance as noted in JPAS. Personnel who have incident reports posted in JPAS will be denied the ability to support the task order until the issues have been resolved and the incident has been removed in JPAS. The contractor shall make any changes necessary in the appointment(s), at no additional cost to the Government.

4.2.6. Notify the CO and COR within twenty-four (24) hours of the employment and termination of any contractor personnel by providing an updated list of these personnel, which includes at a minimum the following information: name (last, first, middle initial), primary position title, level of investigation/security clearance as well as date of approval, and date of on-site employment or termination.

4.2.7. Within 30 calendar days after contract start, all employees shall complete Antiterrorism Level I training, as required by DODI 2000.16. Refresher Antiterrorism Level I training shall be completed and documented annually thereafter. New employees must complete the Antiterrorism Level I Training within the first 30 calendar days of their employment. The training is provided at <https://atlevel1.dtic.mil/at/>.

4.2.8. If the Government notifies the contractor that the employment or the continued employment of any contract employee is prejudicial to the interests or endangers the security of the United States of America, that person shall be removed and barred from the worksite. This includes security deviations/incidents and credible derogatory information on contract members during the course of the contract period. The contractor shall make any changes necessary in the appointment(s).

4.2.9. **Non-Public Information.** In performance of this contract, the contractor may obtain access to sensitive, non-public information. The contractor agrees (a) to use and protect such information from unauthorized disclosure in accordance with the FAR; (b) to use and disclose such information only for the purpose of performing this contract and to not use or disclose such information for any personal or commercial purpose; (c) to obtain permission of the Government PM before disclosing/discussing such information with a third party; (d) to return, upon Government request, any non-public, sensitive information no longer required for contractor performance; and (e) to advise the Government PM of any unauthorized release of such information. Upon request, the contractor shall have its employees assigned to this contract execute a non-disclosure agreement for delivery to the Government. The Government will require contractor personnel to sign a non-disclosure statement to protect non-public information of other contractors and/or the Government. This is also covered in the DD 254 for disclosure approvals authorities.

4.2.10. **Security Regulation Compliance.** The contractor shall comply with all security regulations and directives as identified herein and other security requirements in this contract specific to site locations of work.

Security Regulation Guidance:

Department of Defense (DoD):

2000.16 (DoD Antiterrorism (AT) Standards)
5200.01, volumes 1-4 (DoD Information Security Program)
5200.2-R (DoD Personnel Security Program)
5200.08-R (DoD Physical Security Program)
5220.22-M (National Industrial Security Program)
8500.1 (Information Assurance (IA))
2000.12 (DoD Antiterrorism (AT) Program)
8500.2 (Information Assurance (IA) Implementation)

DoD regulations found at:

<http://www.dtic.mil/whs/directives/corres/pub1.html>

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

4.2.12. **Restricted Area Access:** Where regular and frequent entry into restricted areas at a military installation is required by contractor or subcontractor personnel for ground handling of aircraft, the contractor or subcontractor personnel must meet the requirements established by AFI 31-101.

4.2.13. **Facilities Clearance (FCL).** The contractor must have a valid FCL at the SECRET level. Interim FCLs are acceptable provided they are not expired. FCL procedures and security guidelines for adjudicative requirements are outlined in DOD 5220.22-M and DOD 5200.2-R.

4.2.14. **Personnel Security Clearance:** Upon contract award, security clearance applications for United States citizen contractor employees required to be cleared but do not have a clearance, shall be completed in accordance with DOD 5220.22-M, DoD 5200.1-R, and instructions received from the cognizant Defense Security Service (DSS) industrial security representative. Interim clearances are acceptable but the Contracting Officer will be notified if the resulting background investigation is unfavorable and Secret eligibility is not granted.

4.2.15. **Operations Security (OPSEC):** The contractor shall be responsible for OPSEC procedures when operating missions for the DOD to include safeguarding critical information. Contractors must ensure employees receive OPSEC training upon initial assignment to a contract with OPSEC requirements. Information such as flight schedules, hotels where crews are staying, return trips, and other facts about the international mission shall be kept close hold and only communicated to persons who have a need to know this information and over secure communications channels. Flight crews should be aware of persons who are seeking information about the

contractor, flights, etc. They should seek to maintain a low profile while operating DOD missions. If the contractor has questions about OPSEC they can be addressed to the COR. No imagery or verbal relays of U.S. forces or their positions is permitted.

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

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

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

4.2.18.1. Aircraft Security: The contractor shall establish a program to prevent unlawful seizure of aircraft. At airports, bases, and air terminals where US forces are present and responsible for deployment or redeployment of forces, the military will be responsible for security processing of passengers at on- or off-load. At enroute or operational stops and at locations where there is no military presence, security processing of passengers shall be the responsibility of the contractor. At these locations, the contractor shall satisfy the requirements of the Transportation Security Administration (TSA) security program for charter operations in commercial service.

4.3. Force Protection

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

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

4.3.3. USTRANSCOM Force Protection (Industrial Security) Points of Contact:

Patrick Collins or Steven Strait
508 Scott Drive
TCJ3-FP
Scott AFB, IL. 62225
Commercial: 618 -220-6550/220-6531 (respectively)

Email at Patrick.Collins@ustranscom.mil or Steven.Strait@ustranscom.mil

USTRANSCOM Force Protection Approval: Steven Strait, 28 February 2013
Tracking #: USTRANSCOM-FP-0010-13

4.4. Quality Control

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

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

4.5. **Passports** All company personnel shall have a current and valid passport.

4.6. Communications

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

4.7. Aircrew Duty Day Requirements

4.7.1. Crew duty day requirements are governed by Federal Aviation Regulation Part 135 or applicable CAA regulations.

4.8. Flying In Controlled Airspace

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

4.9. Fire Containment Covers

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

4.9.2. The contractor shall furnish, transport, repair and replace sufficient FCCs on each operational aircraft. An FCC shall be deemed unserviceable if it has damage in excess of any of the following:

- 4" x 4" L-shaped tear
- 8" long tear
- 2" diameter tear

4.9.3. The contractor will be responsible for covering and uncovering cargo with the FCCs. If FCC-covered cargo is taken away from the aircraft (assuming cargo are not covered and uncovered aboard the aircraft), the U.S. Government will ensure an adequate number of FCCs are returned to the aircraft prior to its next departure.

4.10. Safety Barriers

4.10.1. All passenger and cargo doors used for on-loading and off-loading of passengers, baggage, and cargo aboard contract aircraft shall be equipped with a safety barrier at chest or waist level. The safety barrier shall be in

place when the cabin or cargo door is open except when actually on-loading or off-loading passengers/cargo or when loading stairs are positioned.

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

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

4.12. Workload Estimate.

4.12.1. The Government's estimate is 125 hours per month.

4.12.2. Based on historical data, contractor shall be able to sustain delivery of an average minimum of two hundred (200) bundles per month and have a capability to deliver up to 400 bundles per month on a twelve (12) month basis.

4.13. Required Reports

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

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

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

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

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

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

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

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

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

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

4.14 Information Assurance

4.14.1 Requirement for Contractor Information Assurance (IA) Report

The Contractor shall provide an Information Assurance Report to describe their environment that safeguards DOD non-public information resident on or transiting the contractor's unclassified information systems from unauthorized access and disclosure. Protection measures applied should consider the risks (i.e. consequences and their probability) of loss, misuse, unauthorized access, or modification of information. The report shall address the SANS (SysAdmin, Audit, Network, Security) Institute's Twenty Critical Security Controls for Effective Cyber Defense: Consensus Audit Guidelines (<http://www.sans.org/critical-security-controls>) and be provided in accordance with the attached template at Attachment 4 to the contract. The contractor is encouraged to provide additional information above and beyond what is outlined in the SANS guidelines to enhance the government's understanding of their information security posture. The report will be updated 30 days prior to exercise of an option period, if applicable.

4.14.2 Cyber Security Incidents

4.14.2.1 Reporting Requirements

The contractor shall report to the following two Government organizations as soon as possible upon discovery of any suspected cyber intrusion events that affect DOD information resident on or transiting the contractor's unclassified information systems.

1. USTRANSCOM Global Command, Control, Communications and Computers (C4)
Coordination Center (GCCC)
E-mail: ustcJ6-gccc@ustranscom.mil
Commercial Phone: 618-229-4222
2. USTRANSCOM Deployment and Distribution Operation Center (DDOC)
E-mail: ustc-ddocchief@ustranscom.mil
Commercial Phone: 618-220-7700

Initial report shall be provided even if some details are not yet available, with follow-on detailed reporting within 72 hours. Reportable cyber intrusion events include the following:

1. A cyber intrusion event appearing to be an advanced persistent threat
2. A cyber intrusion event involving data exfiltration or manipulation or other loss of any DOD information resident on or transiting the contractor's, or its subcontractors', unclassified information systems
3. Intrusion activities that allow unauthorized access to an unclassified information system on which DOD information is resident or transiting

Definition of advanced persistent threat: An extremely proficient, patient, determined, and capable adversary, including two or more of such adversaries working together.

4.14.2.2 Incident Report Content

The incident report shall include, at a minimum, the following information:

1. Applicable dates (date of suspected compromise and date of discovery)
2. Threat methodology (all known resources used such as Internet Protocol (IP) addresses, domain names, copies malware, etc.)
3. An account of what actions the threat(s) may have taken on the victim system/network and what information may have been accessed
4. A description of the roles and functions of the threat-accessed system
5. An initial list of potentially impacted government programs and each program's classification
6. What information may have been exfiltrated that may impact government programs
7. A list of all employees and subcontracted employees who work or have worked with the victim system/network
8. A point of contact to coordinate damage assessment activities

4.14.2.3 Incident Report Submission

The contractor will submit unclassified network cyber incident reports to the USTRANSCOM Technical Information Analysis Center (TIAC) and USTRANSCOM designated government personnel via encrypted email or another mutually agreed upon secure communications method. Copies of malware require special handling and pre-coordination must be accomplished prior to submission."

4.15 Post Award Conference

4.15.1 A Post Award Conference will be held after contract award and prior to commencement of any work on this contract. The contractor's authorized representative shall attend the Post Award Conference. Exact date, time, and location will be provided in writing by the Contracting officer at least 7 days prior to the conference.