

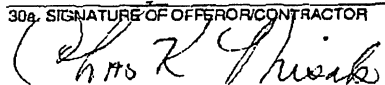

**UNITED STATES TRANSPORTATION COMMAND
(USTRANSCOM)**

SOLICITATION NUMBER F11626-02-R-0022

CONTRACT NO. F11626-03-D-0006

21 FEBRUARY 2003

**AIR TRANSPORTATION FOR THE MOVEMENT OF
PASSENGERS FROM ELMENDORF AFB AK TO
EARECKSON AIR STATION AK**

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER P7CRAF22590300		PAGE 1 OF 17	
2. CONTRACT NO. F11626-03-D-0006		3. AWARD/EFFECTIVE DATE See Block 31c		4. ORDER NUMBER		5. SOLICITATION NUMBER F11626-02-R-0022	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Richard Santanello		b. TELEPHONE NUMBER (No collect calls) (618) 229-2485		6. SOLICITATION ISSUE DATE 26/Nov/2002	
9. ISSUED BY HQ AMC/DOYAS 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302		CODE FA4428		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISAV. BUSINESS <input type="checkbox"/> 8(A) SIC. 481211 SIZE STANDARD: 1500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
15. DELIVER TO CODE		CODE		16. ADMINISTERED BY HQ AMC/DOYAS 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302		12. DISCOUNT TERMS NET 3	
17a. CONTRACTOR/ OFFEROR CODE 1CX27 PHOENIX AIR GROUP INC 100 PHOENIX AIR DRIVE CARTERSVILLE, GA. 30120-6896		FACILITY CODE		18a. PAYMENT WILL BE MADE BY DPAS-OM/FFB P.O. Box 7020 Bellevue, NE 680051920		CODE F25700	
TELEPHONE NO. (770) 387-2000		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES SEE CONTINUATION OF SF1449 (Attach Additional Sheets as Necessary)			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA Will be cited on Delivery Orders							
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE OFFER <input type="checkbox"/> DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER Charles K. Misak Vice President, Military Programs		30c. DATE SIGNED 02/21/03		31b. NAME OF CONTRACTING OFFICER RICHARD SANTANELLO Dick.Santanello@scott.af.mil		31c. DATE SIGNED 03 Feb 24	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41c. DATE				42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

CONTINUATION OF THE SF 1449

1. Continuation of Block 16.

- a. The address and telephone number of the Administrative Contracting Office (ACO) is:

HQ AMC/A34YMB
402 Scott Drive, Unit 3A1
Scott AFB IL 62225-5302
Telephone: 618-229-4770 FAX: 618-256-2804

b. Administration duties are redelegated from HQ AMC/A34YMB to OL-F/AMCAOS/A34Y (Contract Airlift), 540 Airlift Drive, Bldg. 381, 2nd floor, Wing F, Room 228, Travis AFB, CA 94535-2477 who in turn redelegates administration duties to the Contract Administrator at 732 AMSS/CCK, 15380 Airlifter Drive, Elmendorf AFB, AK, (907) 552-4283. The Contractor shall contact the 732 AMSS/CCK for any administrative questions that may arise under this contract.

2. Continuation of Block 18b. PAYMENT FOR CONTRACT SERVICES

a. Payment to the Contractor by the Government for services performed and accepted pursuant to the terms of the contract shall be in accordance with the applicable prices set forth on pages 4 through 6.

b. All invoices will be submitted using Wide Area Work Flow-Receipt and Acceptance, see page 13, paragraph 13. When invoicing the "Reimbursable" CLINS (0003, 0006, 0009, 0012 and 0015) round invoice amounts to the nearest whole dollar.

c. Any Prompt Payment Discounts shown in Block 12, SF 1449 do not apply to reimbursables.

d. Reimbursable expenses, listed under CLIN 0003 (CLINS 0006, 0009, 0012 and 0015) if options are exercised, shall be identified as separate items and shall be supported by paid receipts.

e. In the event the Contractor is directed to stop at an airport, other than the named points on Page 4 and is assessed a landing fee, the Government will reimburse the Contractor, at cost, for such landing fees.

f. Any federal transportation taxes that the Contractor is required to pay for performance of this contract shall be added to the Contractor's invoices as a separate item, and the Government shall reimburse the Contractor, at cost, for the amount of such taxes. (Reference Public Law 97-248, Tax Equity and Fiscal Responsibility Act of 1982).

g. In the event the Contractor is requested by the Government to care for the passengers during a mission delay or diversion, which is not a Contractor controllable delay, the Government will reimburse the Contractor, at cost, for such expenses. See Attachment I, paragraph 1.10.

h. In the event the contractor's crew is required to remain overnight, the contractor will be reimbursed per diem rates consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46(a)(2), during the performance period of this contract for each authorized overnight lodging. Food and lodging arrangements are the contractor's responsibility.

i. Fuel Adjustment: The contractor may purchase government fuel for the performance of this contract. The government will reimburse the contractor for the difference for the price paid by the contractor and the base price when the price per gallon is above the base price set in SUBCLIN 0003AE on page 4. The contractor will reimburse the government the difference between the price paid by the contractor and the base price per gallon is below the base price set in SUBCLIN 0003AE. To determine the amount of fuel used in the performance of this contract, multiply the contractor's fuel burn rate (listed by the contractor for each aircraft in the List of Aircraft paragraph on page 7) times the number of miles flown.

4. PERIOD OF PERFORMANCE. Performance of this contract shall begin 1 Jan 2003, or date of award, whichever occurs later. It shall continue through 30 September 2003 (30 September 2004 if option year one is exercised, 30 September 2005 if option year two is exercised, 30 September 2006 if option year three is exercised, and 30 September 2007 if option year four is exercised), unless terminated or extended by the Government under the provisions of this contract. All flights in progress at midnight on the last day of the contract shall not be affected by the expiration of this contract.

5. CONTINUATION OF BLOCKS 19-24 (SCHEDULE OF SUPPLIES/SERVICES)

CLINs 0001 through 0015.

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

PAGES

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NAME OF OFFEROR OR CONTRACTOR
PHOENIX AIR GROUP INC

Cage Code: 1CK27

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>PERIOD (14 MAR 03 - 30 SEP 03) ACRN: AA</p> <p>AIR TRANSPORTATION FOR THE MOVEMENT OF PASSENGERS FROM ELMENDORF AFB AK TO EARECKSON AIR STATION AK IN ACCORDANCE WITH THE SPECIFICATIONS LISTED IN THE STATEMENT OF WORK. UNIT PRICE SHALL INCLUDE ALL POSITIONING, DEPOSITIONING, AND FUEL COSTS (SEE CLINS 0002, 0005, 0008 and 0011 and 0014 FOR EXCEPTIONS). THE MINIMUM QUANTITY OF GCSM TO BE ORDERED IS 169,700.</p> <p>ROUTE MILES</p> <p>ELMENDORF AFB AK TO EARECKSON AS AK 1463</p> <p>TO EARECKSON AS AK TO ELMENDORF AFB AK 1463</p>	Maximum 187,264	mi	\$8.64	Maximum \$1,617,960.96
0002	<p>CANCELLATION COSTS. SHOULD THE GOVERNMENT CANCEL A SCHEDULED FLIGHT AFTER THE CONTRACTOR'S AIRCRAFT HAS ALREADY DEPARTED ITS HOME BASE ENROUTE TO POSITION, OR HAS ALREADY POSITIONED FOR A SCHEDULED FLIGHT WHEN NOTICE OF CANCELLATION IS GIVEN, THE GOVERNMENT SHALL REIMBURSE THE CONTRACTOR POSITIONING AND DEPOSITIONING COSTS AT THE PRICES SET FORTH BELOW. THE TOTAL MILES AND TOTAL PRICE, INCLUDING POSITIONING AND DEPOSITIONING, ARE SHOWN BELOW:</p> <p>TOTAL MILES TOTAL POSITIONING AND DEPOSITIONING PRICE</p> <p>8 \$131</p>				
0003	<p>REIMBURSABLE EXPENSES. ESTIMATED AT 10% OF CLIN 0001. The Contractor shall round invoiced amounts to the nearest whole dollar.</p>	Estimated 161,796	DO	\$1.00	Estimated \$161,796.00
0003AA	<p>LANDING/PARKING FEES. IF APPROPRIATE, THE CONTRACTOR SHALL BE REIMBURSED, AT COST, FOR LANDING/PARKING FEES IN ACCORDANCE WITH PAGE 2, CONTINUATION OF THE SF 1449, PARAGRAPH 3.e.</p>				
0003AB	<p>FEDERAL TRANSPORTATION TAXES. IF APPROPRIATE, THE CONTRACTOR SHALL BE REIMBURSED FOR FEDERAL TRANSPORTATION TAXES IN ACCORDANCE WITH PAGE 2, CONTINUATION OF THE SF 1449, PARAGRAPH 3.f.</p>				
0003AC	<p>PASSENGER CARE COSTS. IF APPROPRIATE, THE CONTRACTOR SHALL BE REIMBURSED, AT COST, FOR CERTAIN PASSENGER CARE EXPENSES IN ACCORDANCE WITH PAGE 2, CONTINUATION OF THE SF 1449, PARAGRAPH 3.g.</p>				
0003AD	<p>FOOD AND LODGING. IF APPROPRIATE, THE CONTRACTOR SHALL BE REIMBURSED, AT COST, FOR FOOD AND LODGING EXPENSES WHEN REQUIRED TO REMAIN OVERNIGHT IN ACCORDANCE WITH PAGE 2, CONTINUATION OF THE SF 1449, PARAGRAPH 3.h.</p>				
0003AE	<p>FUEL REIMBURSEMENT. IF THE PRICE OF FUEL EXCEEDS THE BASE PRICE OF FUEL ESTABLISHED BELOW, THE CONTRACTOR SHALL BE REIMBURSED FOR EXCESS FUEL COSTS IN ACCORDANCE WITH PAGE 3, CONTINUATION OF THE SF 1449, PARAGRAPH 3.i.</p> <p>TYPE OF FUEL BASE PRICE</p> <p>JP-5 \$.66</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

PHOENIX AIR GROUP INC

Cage Code: 1CK27

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	OPTION YEAR ONE (1 OCT 03 - 30 SEP 04) ACRN: AB AIR TRANSPORTATION. SAME AS CLIN 0001 EXCEPT MINIMUM QUANTITY IS 304,304 GCSH.	Maximum 319,416	mi	\$7.48	Maximum \$2,538,831.68
0005	CANCELLATION COSTS. SAME AS CLIN 0002.				
0006	REIMBURSABLE EXPENSES. ESTIMATED AT 10% OF CLIN 0003. The Contractor shall round invoiced amounts to the nearest whole dollar.	Estimated 253,883	DO	\$1.00	Estimated \$253,883.00
0006AA	LANDING/PARKING FEES. SAME AS SLIN 002AB.				
0006AB	FEDERAL TRANSPORTATION TAXES. SAME AS SLIN 0002AD.				
0006AC	PASSENGER CARE COSTS. SAME AS SLIN 0002AE.				
0006AD	FOOD AND LODGING. SAME AS SLIN 0002AF.				
0006AE	FUEL REIMBURSEMENT. SAME AS SLIN 0002AG.				
0007	OPTION YEAR TWO (1 OCT 04 - 30 SEP 05) ACRN: AC AIR TRANSPORTATION. SAME AS CLIN 0001 EXCEPT MINIMUM QUANTITY IS 304,304 GCSH.	Maximum 319,416	mi	\$7.75	Maximum \$2,630,474.00
0008	CANCELLATION COSTS. SAME AS CLIN 0002.				
0009	REIMBURSABLE EXPENSES. ESTIMATED AT 10% OF CLIN 0005. The Contractor shall round invoiced amounts to the nearest whole dollar.	Estimated 263,047	DO	\$1.00	Estimated \$263,047.00
0009AA	LANDING/PARKING FEES. SAME AS SLIN 0002AB.				
0009AB	FEDERAL TRANSPORTATION TAXES. SAME AS SLIN 0002AD.				
0009AC	PASSENGER CARE COSTS. SAME AS SLIN 0002AE.				
0009AD	FOOD AND LODGING. SAME AS SLIN 0002AF.				
0009AE	FUEL REIMBURSEMENT. SAME AS SLIN 0002AG.				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR
PHOENIX AIR GROUP INC

Cage Code: 1CK27

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	OPTION YEAR THREE (1 OCT 05- 30 SEP 06) ACRN: AD AIR TRANSPORTATION. SAME AS CLIN 0001 EXCEPT MINIMUM QUANTITY IS 446,628 GCSM.	Maximum 480,984	MI	\$8.44	Maximum \$4,059,504.96
0011	CANCELLATION COSTS. SAME AS CLIN 0002.				
0012	REIMBURSABLE EXPENSES. ESTIMATED AT 10% OF CLIN 0010. The Contractor shall round invoiced amounts to the nearest whole dollar.	Estimated 1	DO	\$405,951.00	Estimated \$405,951.00
0012AA	LANDING/PARKING FEES. SAME AS SLIN 0002AA.				
0012AB	FEDERAL TRANSPORTATION TAXES. SAME AS SLIN 0002AB.				
0012AC	PASSENGER CARE COSTS. SAME AS SLIN 0002AC.				
0012AD	FOOD AND LODGING. SAME AS SLIN 0002AD.				
0012AE	FUEL REIMBURSEMENT. SAME AS SLIN 0002AE. Option Year Three Total Amount is \$4,455,455.96.				
0013	OPTION YEAR FOUR (1 OCT 06 - 30 SEP 07) ACRN: AE AIR TRANSPORTATION. SAME AS CLIN 0001 EXCEPT MINIMUM QUANTITY IS 446,628 GCSM.	Maximum 480,984	MI	\$8.74	Maximum \$4,203,800.16
0014	CANCELLATION COSTS. SAME AS CLIN 0002.				
0015	REIMBURSABLE EXPENSES. ESTIMATED AT 10% OF CLIN 0013. The Contractor shall round invoiced amounts to the nearest whole dollar.	Estimated 1	DO	\$420,380.00	Estimated \$420,380.00
0015AA	LANDING/PARKING FEES. SAME AS SLIN 0002AA.				
0015AB	FEDERAL TRANSPORTATION TAXES. SAME AS SLIN 0002AB.				
0015AC	PASSENGER CARE COSTS. SAME AS SLIN 0002AC.				
0015AD	FOOD AND LODGING. SAME AS SLIN 0002AD.				
0015AE	FUEL REIMBURSEMENT. SAME AS SLIN 0002AE. Option Year Four Total is \$4,624,180.16.				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

PHOENIX AIR GROUP INC

Cage Code: 1CK27

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																				
	<p>6. LIST OF AIRCRAFT</p> <p>The contractor agrees that the following aircraft identified by tail numbers will be either owned or controlled by the company in such a manner as to assure complete control over the aircraft for the performance of this contract. Contractor-owned or controlled aircraft may be added or deleted during the period of this contract only with the concurrence of the Contracting Officer and after the aircraft have been technically approved by the DOD Air Carrier Survey Team.</p> <table><thead><tr><th>AIRCRAFT MODEL/ SERIES</th><th>TAIL NUMBER</th><th>MAX GROSS TAKE-OFF WEIGHT</th><th>BLOCK SPEED</th><th>PASSENGER SEATS</th><th>FUEL BURN RATE*</th></tr></thead><tbody><tr><td>Gulfstream 159</td><td>N196PA</td><td>36,000</td><td>275KTAS</td><td>15</td><td>.75</td></tr><tr><td>Gulfstream 159</td><td>N164PA</td><td>36,000</td><td>275KTAS</td><td>15</td><td>.75</td></tr><tr><td>GI11</td><td>N163PA</td><td>69,700</td><td>442KTAS</td><td>15</td><td>1.13</td></tr><tr><td>GI159</td><td>N173PA</td><td>69,700</td><td>442KTAS</td><td>15</td><td>1.13</td></tr><tr><td>GI159</td><td>N183PA</td><td>62,000</td><td>442KTAS</td><td>15</td><td>1.13</td></tr></tbody></table> <p>*FUEL BURN RATE MUST BE ENTERED AS GALLONS PER MILE.</p>	AIRCRAFT MODEL/ SERIES	TAIL NUMBER	MAX GROSS TAKE-OFF WEIGHT	BLOCK SPEED	PASSENGER SEATS	FUEL BURN RATE*	Gulfstream 159	N196PA	36,000	275KTAS	15	.75	Gulfstream 159	N164PA	36,000	275KTAS	15	.75	GI11	N163PA	69,700	442KTAS	15	1.13	GI159	N173PA	69,700	442KTAS	15	1.13	GI159	N183PA	62,000	442KTAS	15	1.13				
AIRCRAFT MODEL/ SERIES	TAIL NUMBER	MAX GROSS TAKE-OFF WEIGHT	BLOCK SPEED	PASSENGER SEATS	FUEL BURN RATE*																																				
Gulfstream 159	N196PA	36,000	275KTAS	15	.75																																				
Gulfstream 159	N164PA	36,000	275KTAS	15	.75																																				
GI11	N163PA	69,700	442KTAS	15	1.13																																				
GI159	N173PA	69,700	442KTAS	15	1.13																																				
GI159	N183PA	62,000	442KTAS	15	1.13																																				

CONTRACT CLAUSES

1. FAR 52.212-4 ADDENDUM TO CONTRACT TERMS AND CONDITIONS FEB
2002

COMMERCIAL ITEMS

Paragraph (a) entitled "Inspection/Acceptance" is tailored to include the following. The Government reserves the right to inspect, conduct on-site capability surveys, perform ramp inspections, conduct cockpit observations flights, and initiate performance evaluations of the contractor during all phases of the contract."

Paragraph (g)(1)(iv) entitled "Description" is tailored to read: (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered; (Note: For certain CLINS, as specified, in the contract, the contractor shall round invoiced amounts to the nearest whole dollar amount.)

2. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO MAY
2002

IMPLEMENT STATUTES OR EXECUTIVE ORDERS
COMMERCIAL ITEMS

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- ✓ (1) 52.222-3, Convict Labor (E.O. 11755);
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

X (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I to 52.219-5.

___ (iii) Alternate II to 52.219-5.

X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

___ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

X (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

____ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business
Concerns
(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment,
it shall so indicate in its offer).

____ (ii) Alternate I of 52.219-23.

____ (9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and
Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (12) 52.222-26, Equal Opportunity (E.O. 11246).

X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

___ (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).

___ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (18) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a-10d).

___ (19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___ (ii) Alternate I of 52.225-3.

___ (iii) Alternate II of 52.225-3.

___ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

___ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

X (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).

___ (25) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (31 U.S.C. 3332).

___ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

___ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

___ (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

___ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

[Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DOD class deviation number 2000-00006)]

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Class	Monetary Wage-Fringe Benefits
Pilot	GS-2181-11	\$21.84
Co-Pilot	GS-2181-10	\$19.88

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

 (6) 52.222-50, Displacement of Qualified Workers (Executive Order 12933)

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components

SOLICITATION: F11626-02-R-0022
CONTRACT NO: F11626-03-D-0006

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

**OTHER APPLICABLE CLAUSES
INCORPORATED BY REFERENCE OR FULL TEXT**

1. **FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB 1998**
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 address: <http://farsite.hill.af.mil/>
2. **FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR 1984**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Defense Supplement to the Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.
3. **FAR 52.216-18 ORDERING OCT 1995**

For the purposes of this clause the blanks in para (a) are completed as follows:
14 Mar 03 through 30 Sep 03 (30 Sep 04 if Option Year One is exercised, 30 Sep 05 if Option Year Two is exercised, 30 Sep 06 if Option Year Three is exercised, and 30 Sep 07 if Option Year Four is exercised.

Note: Task Orders may be issued by the Administrative Contracting Officer.
4. **FAR 52.216-19 ORDER LIMITATIONS OCT 1995**

For the purposes of this clause the blank(s) are completed as follows:
Para (a) 169,700 GCSM
Para (b)(1) 187,264 GCSM
(b)(2) 187,264 GCSM
(b)(3) 10
Para (d) 7

Note: Task Orders may be issued by the Administrative Contracting Officer
5. **FAR 52.216-22 INDEFINITE QUANTITY OCT 1995**

The blank in para (d) is completed as follows: 30 Sep 03 (30 Sep 04 if Option Year One is exercised, 30 Sep 05 if Option Year Two is exercised, 30 Sep 06 if Option Year Three is exercised, and 30 Sep 07 if Option year Four is exercised)
6. **FAR 52.217-8 OPTION TO EXTEND SERVICES NOV 1999**

(NOTE: The last sentence is revised to read "The Contracting Officer may exercise the option by written notice to the contractor at least 15 calendar days prior to expiration of the existing contract.")
7. **FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT MAR 2000**
Paragraph (a) is changed to read " The Government may extend
The term of this contract by written notice to the contractor not later
than 15 calendar days prior to the expiration of the existing contract;
provided, the government gives the contractor a preliminary written
notice of its intent to extend at least 60 calendar days before the
contract expires. The preliminary notice does not commit the

government to an extension."
The blank in para (c), is completed as follows:
5 years, 1/2 month

- | | | | |
|-----|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------|----------|
| 8. | FAR 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE | JUL 1996 |
| 9. | FAR 52.222-22 | PREVIOUS CONTRACTS AND COMPLIANCE REPORTS | FEB 1999 |
| 10. | FAR 52.232-18 | AVAILABILITY OF FUNDS
(Note: This clause applies to all contract periods) | APR 1984 |
| 11. | FAR 52.228-5 | INSURANCE—WORK ON A GOVERNMENT INSTALLATION | JAN 1997 |
| 12. | DFARS 252.204-7004 | REQUIRED CENTRAL CONTRACTOR REGISTRATION | NOV 2001 |
| 13. | DFARS 252.212-7001 | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS | FEB 2003 |

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- ☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- ☐ 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304).
- ☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- ☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- ☐ 252.225-7001 Buy American Act and Balance of Payments Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).
- ☒ 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).
- ☐ 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).
- ☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).
- ☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (☐ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).
- ☐ 252.225-7021 Trade Agreements (OCT 2002) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).
- ☐ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).

- _____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (MAR 1998) (____ Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- _____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- _____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- X 252.232-7000 Electronic Submission of Payment Requests (JAN 2004)
- X 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- _____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000) (____ Alternate II) (MAR 2000) (10 U.S.C. 2631).
- _____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (c) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).
- 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

14. AFFARS 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS JUNE 1997

15. AFFARS 5352.242-9000 CONTRACTOR ACCESS TO GOVERNMENT INSTALLATIONS MAY 2002

16. AMCFARS 5352.247-1000 AIR SAFETY (DEC 2002)

(a) Contractor is obligated to comply with generally accepted standards of airmanship, training, and maintenance practices and procedures. Contractor must also satisfy DOD quality and safety requirements as described in 32 CFR Part 861, Section 861.3. In addition, contractor shall comply with all provisions of applicable statutes, tenders of service, and contract terms as such may affect flight safety, as well as with all applicable Federal Aviation Administration Regulations, Airworthiness Directives, Orders, rules, and standards promulgated under the Federal Aviation Act of 1958, as amended. Compliance with published standards may not, standing alone, constitute compliance with generally accepted standards of airmanship, training, or maintenance.

(b) The cleanliness and orderliness of an aircraft, including the visible components and surfaces thereof affect the ability to inspect an aircraft, may be valid indicators of the overall maintenance level of an aircraft, and may have a direct effect on the security and confidence of passengers. Therefore, contractor's failure to keep and maintain all such components and surfaces of the aircraft used in performance of this contract clean, orderly, and in good state of repair may be deemed a failure to comply with generally accepted standards of maintenance to the extent the failure goes beyond mere cosmetic or housekeeping deficiencies and relates in some manner to confidence in the safety, maintenance, or airworthiness of the aircraft.

(c) Should the government determine that any of the following conditions exist, it may suspend or place in temporary nonuse status contractor's further performance of airlift transportation services for the Department of Defense:

- (1) Contractor's failure to meet any of the obligations imposed by the preceding two paragraphs.
- (2) Involvement of one of contractor's aircraft in a serious or fatal accident, incident, or operational occurrence (regardless of whether or not such aircraft is being used in the performance of this contract).
- (3) Any other condition that affects the safe operation of contractor's flights hereunder.

(d) Such suspension shall be accomplished pursuant to the Department of Defense Commercial Air Transportation Quality and Safety Review Program (32 CFR Part 861), which is hereby incorporated in this contract by reference, or any procedures

that supersede same which may be adopted by the Commander in Chief (USTRANSCOM) from time to time. The suspension procedures, including the temporary nonuse, reinstatement and appeals processes, set out therein, are binding, final, and conclusive. In no event shall suspension or temporary nonuse proceedings, regardless of outcome, give rise to any liability on the part of the government.

(e) Suspension or temporary nonuse hereunder resulting in unavailability of contractor aircraft to perform Service under this contract shall be treated as failure to maintain authorization to engage in air transportation under the clause of the contract entitled, "Requirement for Authorization to Engage in Air Transportation."

17. AMCFARS 5352.247-1001 REQUIREMENT FOR AUTHORIZATION TO ENGAGE IN AIR TRANSPORTATION (DEC 2002) ALTERNATE II (AUG 1999)

(a) This contract is conditioned upon the Contractor (if the contractor is a team arrangement, applies to each team member) being an air carrier and holding a Certificate of Public Convenience and Necessity issued under Section 401 of the Federal Aviation Act (FAA of 1958, as amended), or otherwise authorized by the DOT to engage in direct air transportation services, holding an Air Carrier's Operating Certificate issued by the FAA under Part 121 of the Federal Aviation Regulations (14 CFR 121) for airlift operated by the offeror, and participating in the CRAF, if applicable. Furthermore, the Contractor shall not be in a suspension or temporary nonuse status in accordance with the clause entitled "AIR SAFETY."

(b) If at any time during the performance period of this contract the contractor is not in compliance with the requirements of paragraph (a) above, including, but not limited to, instances when the certificate demonstrating compliance with paragraph (a) above is (i) suspended by the pertinent regulatory body for any period of time even though the effect of the suspension is stayed pending review by a court of competent jurisdiction, (ii) canceled or revoked in its entirety by the pertinent regulatory body even though the effect of the cancellation or revocation is stayed pending review by a court of competent jurisdiction, or (iii) such certificate or interim operating authority has expired and has not been renewed, then the contracting officer may elect any one or a combination of the following courses of action:

(1) Suspend the contractor from further performance of all or any part of this contract until such time as the suspension, temporary nonuse, cancellation, or revocation shall have been finally set aside, removed, or otherwise terminated. The period of suspension of this contract will begin when the contracting officer notifies the contractor. Any flights that were scheduled to be flown during the time any such suspension is in effect will be canceled and the government's obligation reduced by all costs directly attributable to the canceled flights. Any such cancellation is not for the convenience of the government and will be accomplished at no cost to either party, and the substitute service provisions of this contract will not apply to such canceled flights.

(2) Exercise the government's rights under the contract clause entitled "Contractor's Failure to Provide Service."

(3) Terminate this contract for cause in whole or in part under FAR clause 52.212-4, "Contract Terms and Conditions-Commercial Items."

18. 5352.247-1002 (AMC) CONTRACTOR'S FAILURE TO PROVIDE SERVICE. (OCT 1994) ALTERNATE I (JUN 1992) AND ALTERNATE II (AUG 1999)

a. In the event that contractor's aircraft is unable to depart from any station, or if it can depart from any station but is unable to transport the full amount of generated traffic within the guaranteed ACL, the government may invoke remedies which are set forth in this paragraph which will neither constitute a termination within the meaning of the clause entitled "Termination for Convenience of the Government," nor in any way diminish the government's rights under the clause entitled "Default." The rights and remedies of the government provided for in this paragraph are not exclusive and do not give rise to government liability for costs incurred and are in addition to any other government rights and remedies provided for by law or by this contract.

b. Substitute Service. This term, as used herein, applies to the substitution of an aircraft to replace contractor's aircraft which is unable to proceed from the departure station or from any enroute station short of

destination in accordance with schedules established pursuant to this contract. If the contractor fails to make an aircraft available for departure as required by the flight schedules, the government may: (1) cancel the requirement for further movement of the defaulted flights; (2) require the contractor to transport the defaulted passengers or cargo by substitute service within such additional time as the contracting officer may allow; (3) acquire substitute service from commercial sources; (4) reschedule the defaulted flight; or transport the defaulted passengers or cargo, or any portion thereof, itself. The exercise of any of these options will be in accordance with the following:

(1) In the event that the requirement for further movement of the defaulted flights is canceled, the number of miles/trips for the flight involved, and directed landings (if applicable) will be subtracted from the Government's guarantee. Any canceled requirement will be deleted from the contract by unilateral modification.

(2) If the Contractor is required to transport the passengers or cargo of the defaulted flights by substitute service within such additional time as the contracting officer may allow, the contractor shall arrange and pay directly all cost involved in the transportation by the substitute aircraft. Contractor will be paid, in this event, the full contract price for the flight involved, irrespective of the amount paid by him for this transportation by substitute aircraft. The substitute aircraft provided by the contractor must be of like type, configured in accordance with the applicable specifications, and must be approved by the contracting officer. In lieu of, or in addition to, providing the above type substitute service, the contractor may, at his own expense, purchase the amount of space, by common carriage or otherwise, needed for the movement of passengers or cargo of the defaulted flight. The purchase of such space must be approved by the contracting officer. In such event, contractor would be paid the contract price for the involved transportation.

(3) The government may purchase substitute service from commercial sources. This can be by a substitute commercial aircraft or by the purchase from commercial sources of sufficient space to transport by common carriage or otherwise, the number of passengers or amount of cargo involved in the defaulted flight. In either event, the substitute service shall be deducted from the government's guarantee and the contractor would be charged by the government, any amount which the government had to pay to commercial sources which is in excess of the contract price for the transportation of the passengers or cargo involved for the distance involved. Contractor will not be paid any amount for this defaulted flight. The contractor shall provide all services normally provided in connection with flights operating under this contract.

(4) The government may, in its discretion, elect to either reschedule the defaulted flight to a later time within the performance period of the contract or may move these passengers and/or this cargo, or any portion thereof. In this event, the number of miles/trips for the flight involved will be subtracted from the government's guarantee and the contractor will be charged, by the government, the excess, if any, of the charge for this movement over the contract price. Contractor will not be paid any amount for transportation of passengers or cargo of the defaulted flight.

19. 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

LIST OF ATTACHMENTS

ATTACHMENT	TITLE	DATE	PAGES
1.	Statement of Work	undated	10
2.	Additional Standards for DOD Contract Aircraft Operations Under FAR Part 135 (Noncommuter) (Passenger)	01 Nov 01	3
3.	Wage Determination No.: 1986-0383 Revision No: 18	29 Jun 00	2
4.	Electronic Instructions	16 Apr 04	1

STATEMENT OF WORK

1. GENERAL OPERATIONAL REQUIREMENTS

1.1 **Aircraft Service:** The contractor shall provide all personnel, equipment, tools, materials, supervision and other items and services necessary to perform the air transportation services under this contract. The contractor shall furnish jet air or turbine-powered air transportation services from Elmendorf AFB to Eareckson AFB AK over the routes as specified under the Schedule, pages 4, 5, and 6 via contractor-furnished, IFR-equipped, multi-engine aircraft. Aircraft utilized must be capable of transporting a minimum of 15 passengers with baggage and small packages up to 150 lbs, up to the aircraft ACL (allowable cabin load). Contractor aircraft must be fully self-supporting with internal passenger stairs, auxiliary power unit (APU) for self-starting, and an industry standard lavatory equipped with running water and flushing toilet system.

1.2. The GCSMs listed between the points under CLIN 0001 under the Schedule page 4 are the accepted miles for the purposes of performance and payment under this contract. Due to adverse weather conditions, if the flight is put in a holding pattern or diverted, payment will be calculated by multiplying flight time minutes times the block speed of the aircraft (provided by the contractor in the LIST OF AIRCRAFT, paragraph 6, of the Schedule) divided by 60 and then multiplied by the unit price. Flight time minutes shall be computed from block out to block in.

1.3. The Contractor personnel shall comply with all pertinent military regulations and/or directives when in base flight patterns and on military installations. Regulations can be obtained from the Airfield Operations Managers. These regulations include but are not limited to presenting valid identification for installation entrance, obtaining and using vehicle passes for all Contractor-owned vehicles, obeying all posted directives, and providing strict adherence to security policy direction in instances where security police have been dispatched to a particular location.

1.4. Substitute aircraft. The Contractor shall provide adequate backup aircraft from either the Contractor's own aircraft or by arrangement with other carriers. Aircraft substituted by the Contractor on any one flight shall meet the minimum seating and/or equipment requirements for that flight. Substitution of aircraft not listed in paragraph 6 of the Schedule must be approved by the Contracting Officer.

1.5. In the event a flight is canceled prior to the scheduled departure time, or substitute service is used at the point of origination of the flight or en route, due to contractor controllable reasons, movement of any aircraft into and out of scheduled service will be at the Contractor's expense. The Contractor shall notify the 732 AMC/CCK at Elmendorf AFB, 907-552-4283 immediately of any delay of aircraft departure including the reason thereof.

1.6. No scheduled maintenance except enroute or turnaround service and safety of flight items will be accomplished at military installations under the terms of this contract except as otherwise authorized by the 732 AMSS/AMCC (AMCC) when deemed to be in the best interests of the Government. If any maintenance service is to be performed including en route, turnaround, safety of flight or scheduled maintenance during ground time of aircraft at 11th Air Force bases, the contractor will notify the Contract Administrator as follows:

1.6.1. Specific type of maintenance to be performed.

1.6.2. Anticipated duration.

1.6.3. Type of Government-Furnished Service desired in conjunction with performance of the turnaround or enroute maintenance service.

1.6.4. Any reimbursable support desired in conjunction with performance of the turnaround or enroute maintenance service.

1.6.5. Any change in status or type of work to be performed subsequent to initial notification to the Contract Administrator will be immediately communicated to AMCC. AMCC will coordinate the above information with maintenance Control to assure proper spotting of the aircraft in relation to the degree of hazard associated with the maintenance work to be performed. The Quality Assurance Evaluator (QAE) and other interested base agencies will

also be notified by AMCC. Requests for reimbursable services will be passed from the AMCC to the QAE who will arrange for performance of the required services.

1.7. The Contractor shall furnish to the Contract Administrator the name of a person and point of contact who will serve as a liaison between the Contractor and Contract Administrator. This person must have authority to adjust schedules, engage substitute airlift, and make decisions pertinent to the airlift, in the name of the Contractor.

1.8. The Contractor shall not deviate from the scheduled points of landing without prior approval of the AMCC except in a bona fide emergency.

1.9. Extensions and Enroute Stops. The Contractor shall comply with all instructions issued by the AMCC pertaining to extensions of scheduled flights and enroute stops. Additional mileage resulting from extensions of scheduled flights will be computed in accordance with paragraph 4.9. in the SOW entitled Method of Measuring Distance, and payment will be made at the Great Circle Statute Mile (GCSM) for the applicable type aircraft as set forth.

1.10. If a mission is delayed or diverted due to a Contractor controllable delay (includes maintenance delays), the Contractor shall provide hot meals and transportation to the feeding point if the delay extends over a normal meal period for all passengers manifested. If the delay requires an overnight stay, the Contractor is responsible for meals, transportation and billeting for those passengers manifested. If the delay or diversion is not a Contractor controllable delay, care of the passengers shall be the responsibility of the Government. However, when requested by the Government, the Contractor shall provide billeting and transportation for all passengers manifested on a reimbursable basis. Meals and personal expenses, i.e., telephone calls, TV, etc., shall not be provided. See paragraph 3(g) on Page 2 of the Continuation of the SF 1449 for payment procedures for reimbursement of passenger care costs.

1.11. Contractor to provide passenger meals, non-alcoholic beverage service, and snacks, appropriate for the time of day from Elmendorf AFB to Eareckson AS and from Eareckson AS to Elmendorf AFB. Contractor may purchase in-flight meals from military installations when a suitable commercial source is not available. Purchase of such meals shall be for cash or Contractor check only. No credit is authorized. The price for each meal will be the actual food costs of the basic meal and supplements as computed monthly at base level plus applicable surcharge. The Contractor shall be responsible for loading/transferring meal containers on and off the aircraft at all locations.

1.12. The Contractor shall have an identified base of operations for performance of this contract and have current landing permits from appropriate military services. To permit use of military installations, the Contractor must obtain landing permits as follows:

1.13. AIR FORCE BASES. Pursuant to AFR 55-20, Landing Permit, DD Form 2401, may be secured from AMC/DOYAS Scott AFB IL 62225-5302, and must be completed and forwarded to the above quoted office. In addition, Hold Harmless Agreement, DD Form 2402, and Certificate of Insurance, DD Form 2400, must be forwarded to AMC/DOYAS along with the DD Form 2401.

1.14. Interior cabin appointments, seats, and fixtures in the aircraft shall be maintained in a safe, clean, presentable condition. Specifically, unsightly wear, holes, and unmended tears are not acceptable. Aircraft shall be equipped with adequate tie down or restraint system for baggage.

1.15. For the purpose of this paragraph the term "Schedules" means the day and time of day of the flight operation. To the extent such schedules are not specified in this contract, they shall be established by mutual agreement between the Contractor and the 732 AMC/TRA at least one (1) calendar day prior to the desired departure date. Schedules may be given verbally or in writing. When schedules are given verbally, the Government will confirm the schedules in writing prior to mission departure.

1.16. The Contractor shall contact AMCC at 907/552-2104/2858 two hours prior to positioning the aircraft at the originating station for the purpose of obtaining weather status at destination stations. The Government and the contractor agree that the flying required under the terms of this contract will be undertaken when in the judgement of the contractor there is a reasonable expectation of completing a given flight. The responsibility for presenting the facts and conditions to show there was a reasonable expectation of completing a flight rests with the Contractor. The Government and the contractor agree that the aircraft may not be capable of transporting the full ACL under this contract due to adverse weather conditions. The weight of additional flight planned fuel may be deducted from the ACL for those flights where adverse weather conditions require this additional fuel.

2. SERVICE DELIVERY SUMMARY

Performance Objective	SOW Paragraph	Performance Threshold
The Contractor shall maintain on-time schedule reliability.	4.1.1, 4.1.2, 4.1.3, 4.1.4.	85% quarterly.
The Contractor shall carry the scheduled load of passengers and baggage from Elmendorf AFB to Eareckson on each flight	1.1	100% of the time.

3. GOVERNMENT - FURNISHED SERVICES AND EQUIPMENT

3.1. The Government will provide the following services for all landings made at military installations (originating, enroute, and terminating stations) at no cost to the Contractor except as otherwise provided in this paragraph.

3.1.1. Transient alert and ramp services to include:

3.1.1.1. Landing.

3.1.1.2. Follow-me vehicle.

3.1.1.3. Towing, a qualified Contractor's representative will be in the cockpit during towing operations.

3.1.1.4. Parking.

3.1.1.5. Chocking and grounding of aircraft.

3.1.1.6. Positioning, connecting, operating and depositioning of aircraft ground power unit.

3.1.1.7. Fire guard for engine starts.

3.1.1.8. Positioning, connecting, operating and depositioning of engine start carts.

3.1.1.9. Positioning, operating and depositioning of compressor for airing of struts and tires. Nitrogen may be used when available to inflate aircraft tires. A qualified contractor technical representative will be present to supervise.

3.1.1.10. Position, deposition and supervise the operation of aircraft axle jacks for tire changes. A technically qualified contractor representative will jack the aircraft.

3.1.1.11. Ramp sweeping.

3.1.1.12. To-plane service of hydraulic fluid and supply of oxygen (gaseous or LOX) on a reimbursable basis. Equipment and necessary operators will be furnished for wing de-icing at no cost; the de-icing fluid will be furnished on a reimbursable basis.

3.1.1.13. Maintenance stands, when required for ground servicing operations.

3.1.1.14. To-plane fuel servicing. A Contractor representative will connect/disconnect the fuel hose to/from the aircraft Single Point Refueling (SPR), and control the flow of fuel into the plane.

3.1.1.15. Chief Servicing Supervisor (CSS) and fuel unit monitors in accordance with T.O. 00-25-172 when a concurrent ground servicing is accomplished.

3.1.2. Terminal and traffic services to include:

3.1.2.1. Flightline transportation for crews.

3.1.2.2. Fleet service.

3.1.3. Fire and crash rescue support.

3.1.4. Aircraft clearance facilities and Base Operations Support.

3.1.5. Emergency medical services to Contractor aircrews and personnel on a reimbursable basis.

3.1.6. Weather forecasting.

3.2. Purchase of petroleum products by the contractor at any military base for use in performing services hereunder shall be in accordance with Air Force Manual 32-110, Vol I, PT III, Chapter 1. If available, petroleum products will be furnished to the contractor at Defense Energy Support Center (DESC) standard price. A credit letter is required for credit sales. Contact DESC, Fuels Branch, telephone (210) 925-4887.

3.3. A Supervisory Contractor Representative (SCR) will be present for supervision and control of contractor personnel/equipment during aircraft fuel servicing. All concurrent aircraft refueling services will be conducted in accordance with Technical Order 00-25-172.

3.4. Aviation gasoline (AVGAS) is not available at any Air Force location.

4. GENERAL INFORMATION

4.1. SCHEDULE RELIABILITY

4.1.1. The Contractor's schedule reliability rate shall be computed for a 3-month period by subtracting the total number of Contractor-controllable delays at the originating and all enroute stations during the 3-month period from the Contractor's total number of scheduled originating and en route station departures in that 3-month period, and dividing the remainder by the Contractor's total number of scheduled originating and en route station departures for the period, and finally, by stating the result as a percentage of the actual departures. This reliability rate computation shall be made as of 2400 hours GMT on the last day of each calendar month. The originating station is defined as the initial onload station of a mission.

4.1.2. A delay shall be deemed to have occurred at the originating or en route station if the Contractor's aircraft departs the blocks more than 20 minutes after the scheduled departure time. The scheduled departure time shall be as established pursuant paragraph 1.15. A delay at originating and en route stations, caused by factors beyond the control and without the fault or negligence of the Contractor, shall be considered as Contractor-uncontrollable; a delay for any other reason shall be considered Contractor-controllable. The Contractor-uncontrollable delay time experienced at the originating and en route stations on a mission shall be added to the scheduled departure time at the next en route station for purposes of determining the scheduled departure time at that station on that mission.

4.1.3. Failure to maintain an 85 percent schedule reliability rate for a 3-month period will be reason for terminating this contract pursuant to FAR 52.212-4 (m). However, nothing in this paragraph shall limit the right of the Government to terminate this contract for default for other reasons or to limit any other rights and remedies provided the Government by law or under this contract.

4.1.4. The Contractor shall adhere to the schedule published by the AMCC. Whenever any contractor-operator aircraft delays beyond the twenty-minute limit, the reason for the delay will be passed to the AMCC as soon as possible but not later than 1500 Local Time (L) of the same day as the delay is incurred. If the delay is incurred after 1500L, the reason for the delay will be passed to the AMCC NLT 0900 L of the following day. On the day of mission execution, changes to the AMCC schedule may be made by the Contract Administrator. In this case, delays will be measured against the amended schedule.

4.2. DIVERTED AND REROUTED FLIGHTS

4.2.1. The AMCC may divert or reroute any trip as set forth in CLIN 0001 to any route within the same area of operation.

4.2.2. For the diverted or rerouted airlift contemplated by 4.2.1. above, the Contractor shall, in all such instances, furnish the required miles of air transportation specified in the AMCC directive in accordance with all the terms and conditions of this contract. The Contractor shall comply with all directions, including those given orally, of the AMCC concerning diverted or rerouted airlift.

4.3. EXCESS ACL AND ROUTE SUPPORT

4.3.1. The Contractor may transport route support items and personnel, including support for aircraft not operationally ready. The Contractor must give at least six hours advance notice whenever he requires seats for mission route support on an AMC contracted mission. This notice shall be given to the Contract Administrator. The Contractor will not be charged for on/offloading services in connection with moving route support cargo. Route support personnel are personnel employed by the Contractor for route support and required for performance of this contract.

4.3.2. The Contractor may also move its own route support items and personnel, including support for aircraft not operationally ready in space not used by the Government (excess ACL). However, in any such case, any passengers or baggage displaced by said route support will result in appropriate reduction in payment on a pro rata basis to the Contractor for such flight.

4.4. ABBREVIATIONS AND DEFINITIONS

4.4.1. Administrative Contracting Officer (ACO)

4.4.2. Air Mobility Command (AMC)

4.4.3. 732 AMSS/AMCC, Elmendorf AFB AK (AMCC)

4.4.4. Calendar Day. The time from midnight to midnight.

4.4.5. Charter Service. Transportation of cargo and passengers in full payload lots on commercial aircraft.

4.4.6. Department of Defense (DOD)

4.4.7. Department of Transportation (DOT)

4.4.8. Estimated Time of Arrival (ETA)

4.4.9. Federal Aviation Administration (FAA)

4.4.10. Legal Public Holidays. Holidays in each calendar year identified as follows:

New Year's Day, January 1;
Martin Luther King's Birthday, the third Monday in January;
President's Day, the third Monday in February;
Memorial Day, the last Monday in May;
Independence Day, July 4;
Labor Day, the first Monday in September;
Columbus Day, the second Monday in October;
Veteran's Day, November 11;
Thanksgiving Day, the fourth Thursday in November; and
Christmas Day, December 25.

4.4.11. Military Agencies. The Department of the Army, the Department of the Navy, the Department of the Air Force, the United States Marine Corps, the National Guard Bureau, other officers and agencies of the Department of Defense, and the United States Coast Guard.

4.4.12. Quality Assurance Evaluators (QAE). A QAE is responsible for performing surveillance and inspection of contractor performance.

4.5. COMMAND AND CONTROL

4.5.1. On positioning legs, the Contractor shall call the Counsel Controllers at the AMCC, (907) 552-2104/2858, after the aircraft departs for the originating station. Contractor shall advise AMCC of estimated arrival time at originating station, call sign, type aircraft, available ACL and available passenger seats.

4.5.2. If the Contractor determines, upon departure, that the aircraft arrival time is expected to deviate by more than 15 minutes from the scheduled arrival time, contractor shall advise AMCC of the reason for the deviation and the proposed new arrival time.

4.5.3. In the performance of this contract, the Contractor may utilize the USAF HF Global Command and Control System, in addition to other radio frequencies listed in the Flight Information Publication (FLIP) Alaska Supplement, or as provided by the Government.

4.5.4. On all inbound flights to Elmendorf AFB, the aircraft captain shall call AMCC as soon as feasible with its ETA at Elmendorf and any special requirements (i.e., ambulance for medical patients).

4.5.5. On all departures (except the depositioning leg) from Elmendorf, the aircraft captain shall call AMCC (VHF Frequency 128.0-call DENALI) with its actual take-off time and ETA to next destination.

4.5.6. Weather diversions and/or overflights. When diversions or overflights of any site are warranted because of weather, the following procedures will be followed:

4.5.6.1. The Aircraft Commander shall notify AMCC by one of the following means and request instructions.

4.5.6.1.1. Contact AMCC directly via assigned HF frequency.

4.5.6.1.2. Request phone patch to AMCC via a USAF Global Command and Control System Station.

4.5.6.1.3. Pass a message through the site Base Operations via VHF. They in turn will request AMCC guidance.

4.5.6.1.4. Request a VHF phone patch through a local flight service station.

4.5.6.2. The Contractor shall comply with AMCC instructions. The Contractor shall be paid for all miles flown as directed by the AMCC. Payment will be in accordance with paragraph 4.9. entitled "Method of Measuring Distance."

4.5.6.3. If the AMCC does not issue diversion instructions within 15 minutes, the Aircraft Commander will exercise his best judgment and divert at his discretion.

4.5.6.4. If the Aircraft Commander fails to notify AMCC of impending diversions, or fails to follow the AMCC instructions, the Contractor shall be responsible for the care of passengers, if any, and for loading/ offloading and storage of cargo if required. In addition, the Contractor shall be reimbursed only for the miles set forth in the original routing, if he subsequently completes the routing. If the Contractor completes only a portion of the routing, he shall be paid accordingly.

4.6. AIR CARRIER INSURANCE REQUIREMENTS

4.6.1. Prior to performance of any services hereunder, the Contractor shall, at its own expense, procure and maintain during the entire performance period of this contract, with financially and legally responsible insurance company or companies, minimum insurance coverage as set forth below:

4.6.1.1. Liability for Bodily Injury to or Death of Aircraft Passengers: A limit for each person of at least three hundred thousand dollars (\$300,000.00), and a limit for each occurrence in any one aircraft of at least an amount equal to the sum produced by multiplying three hundred thousand dollars (\$300,000.00) by the next highest whole number resulting from taking seventy-five percent (75%) of the total number of passenger seats.

4.6.1.2. Liability for Bodily Injury to or Death of Persons (Excluding Passengers) A limit of at least three hundred thousand dollars (\$300,000.00) for each person in any one accident, and a limit of at least twenty million dollars (\$20,000,000.00) for each accident.

4.6.1.3. Liability for Loss of or Damage to Property: A limit of at least twenty million dollars (\$20,000,000.00) for each accident.

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

4.6.1.5. Liability payment insurance purchased pursuant to the requirements of this paragraph shall cover payment to the U.S. Government pursuant to the subrogation provisions of the Medical Care recovery Act (42 U.S.C. 2651-3) 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.

4.6.2. The Contractor will provide evidence of insurance to HQ AMC/DOYAS, Scott AFB IL 62225-5302 prior to contract award.

4.6.3. The Contractor will verify that all policies submitted (i) contain endorsements providing for the waiver of any right of subrogation the insurer may have against the United States by reason of any payment under the policy on account of any damage or injury in connection with the insured's use of any Government aviation facility, or the insured's purchase of services or supplies from the United States Government; and (ii) contain such provisions as the Government shall from time to time require in order to afford the Government adequate protection thereunder.

4.6.4. In the event of cancellation or material change in policy coverage, thirty (30) days prior written notice shall be given to the Contracting Officer.

4.7. BILLETING AND MESSING

4.7.1. Billeting and messing for Contractor's crews, and Government-owned property required in support of this contract not specifically provided for in other provisions of this contract, will be provided by the Government at the discretion of the commanding officer of the military installation involved. Any expenses incurred by the Contractor for billeting and messing for Contractor's crews shall be borne by the Contractor. Other services at military bases, where commercial services are not available, or not available on a timely basis, may be made available to the Contractor on an emergency basis only, as determined by the Contract Administrator. Aerospace Ground Equipment (AGE) and traffic handling and servicing equipment, with necessary operators, shall be furnished without charge to the Contractor. Technical services and maintenance labor provided as well as supplies and parts issued shall be on a reimbursable basis and in accordance with and subject to the provisions of:

4.7.1.1. Air Force Installations - AFI 10-1002, page 2, para 3.4 and AFM 23-110, Vol 2, Part 2, Chapter 24-Ref Maxwell AFB-Gunter Annex, AL. DSN 596-5186, Comm 334-416-5186.

4.7.2. Contractor will be permitted to utilize military telephone and radio communications facilities in those areas where commercial circuits are not available and it is in the best interests of the Government as determined by the Contract Administrator. Contractor use of military communications facilities must be limited to transmission/reception of airlift mission support traffic and must not interfere with military command control traffic.

4.7.3. The Government will furnish office, warehouse and storage space at military installations for Contractor's representatives and supply support items and equipment to the extent available. Such office, warehousing and storage space, including utilities (heat, air conditioning when authorized in AFM 88-15, light, power, water and sewage) concomitant to the use of such space, will be provided to the Contractor without charge. All requests for office, warehouse and storage space shall be made to the Base Commander through the Contract Administrator. In addition intrabase communications (on base telephone service) will be provided on a non-reimbursable basis commensurate with the availability of circuits. Whenever space is provided it will be on an "as is" condition with regard to partitions, walls, lighting, electrical wiring, plumbing, etc. No modification to buildings will be made unless specifically authorized by the Base Commander.

4.7.4. The base commander of Government installations at which the Contractor is required to land may make use of equipment or services not covered by the contract available to the Contractor. Contractor may be required to remove aircraft

from unloading position on the ramp to designated parking area within such time as required by the local commander after unloading operations are completed. Reimbursement for the Government furnished service and/or equipment will be made in accordance with the applicable regulations of the Government installations involved.

4.7.5. At the Contractor's option, the aircraft to be used in the performance of this contract may be parked overnight at Elmendorf AFB. When the aircraft is parked overnight at Elmendorf, the provisions of CLIN 0002 (0004, 0006, 0008, and 0010 if options are exercised), CANCELLATION COSTS, shall not apply.

4.8. NOTICES AND REPORTS

4.8.1. Notice of Accidents – AMC Missions. When the 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 will transmit the following information by the most expeditious means available, to the Tanker Airlift Control Center (TACC) Emergency Action Cell at Scott AFB, IL telephone (618) 229-1705, 1706, or 0360. On the next business day, notification must also be made to the Administrative Contracting Officer identified in the contract.

4.8.1.1. Carrier and trip number.

4.8.1.2. Aircraft type and number.

4.8.1.3. Date and time of accident.

4.8.1.4. Last point of departure and point of intended landing of the aircraft.

4.8.1.5. Nature of the accident and the extent of damage to the aircraft so far as is known.

4.8.1.6. Total number of crew members and passengers on board.

4.8.1.7. Number of injured and fatalities aboard the aircraft.

4.8.1.8. Condition of baggage or government owned material, if any, on board.

4.8.2. Notice of Accidents – Non AMC Missions. When the contractor's aircraft is involved in any accident or incident in support of a non-AMC mission, as defined in 49 CFR, Part 830, the contractor will transmit the information in paragraph a. above by the most expeditious means available on the next business day to HQ AMC/DOB, Scott AFB IL (618) 229-4801 or 4343.

4.8.3. Aircraft Medical Incidents. Report all aircraft medical incidents in flight, or while AMC passengers are under control of the aircraft captain, to the first available QAE or CA, at the next enroute station for in flight incidents, or the station where the incident occurs.

4.8.4. DOD Casualties. In cases where death occurs on a contractor's aircraft, the following information shall be furnished by telegram to the addresses below, with an information copy to HQ AMC/DOY: Name, service number and component of service identified as: Army-USA, Air Force-USAF, Navy-USN, Marine Corps-USMC, Coast Guard-USCG. The following is a list of phone numbers for service casualty offices:

Army: (703) 325-7990

Navy and Coast Guard: (800) 368-3202

Marines: (800) 847-1597

Air Force: (800) 433-0048CSAF

4.8.5. Safety and Financial Information. As required by the Air Safety Clause at AMCFARS 5352.247-1000, the contractor must satisfy the requirements of 32 CFR, Part 861, Section 861.3. The DOD will conduct periodic evaluations to assess the contractor's ability to perform safely. To complete the evaluation, the government may contact the contractor in order to obtain information bearing upon the contractor's practices, resources, and capabilities. Upon request, the contractor shall provide data pertinent to such evaluations, including current audited financial statements, to HQ AMC/DOB, 402 Scott Drive, Unit 3A1, Scott AFB IL 62225-5302.

NOTE: Data furnished pursuant to this paragraph 4.8.5 may be utilized by the U.S. Government or its representatives for any matter related to this contract.

4.9. METHOD OF MEASURING DISTANCE.

Where a flight must be flown between points not included on pages 4-6 of the Schedule, distances will be determined by the use of Great Circle Statute Miles as computed and furnished by the Commercial Operations Integrated System (COINS).

4.10. SUBMISSION OF COLLECTIVE BARGAINING AGREEMENTS

The Contractor agrees to provide the Contracting Officer, upon request, a copy of any Collective Bargaining Agreement applicable to employees performing this contract.

4.11. INSTALLATION RULES AND REGULATIONS

The rules and regulations of the installation where services are performed shall apply to the contractor and his employees while on the premises of such installation. These regulations include but are not limited to: presenting valid identification for base entrance, obtaining and using vehicle passes for all contractor-owned and/or privately-owned vehicles, obeying all posted directives, and providing strict adherence to security police direction in instances where security police have been dispatched to a particular location.

4.12. AIRFIELD SUITABILITY AND RESTRICTIONS/CERTIFICATION AIRFIELDS

4.12.1. Contractors are reminded that airfield restrictions exist at certain military and commercial airfields worldwide. An Air Mobility Command (AMC) publication, entitled "Airfield Suitability and Restrictions Report," identifies airfield restrictions specifically for AMC air crews. This publication also lists "certification airfields" which are the equivalent to FAA-designated "special airfields." These fields have unique airfield hazards and operating procedures requiring increased awareness and familiarity by air crews. Contractors can obtain the current edition of this publication, at no cost, by contacting the following office:

HQ AMC/DOVS
402 Scott Drive Unit 3A1
Scott AFB IL 62225-5302

TELEPHONE: (618) 229-3112
FAX: (618) 256-2019

This publication is prepared for use by AMC air crews and is made available to contractors (members of the CRAF) for advisory purposes only.

4.12.2. Additionally, DOD, through the Defense Audio Visual Information Services (DAVIS), produces "Airport Qualification Program" (AQP) videos for some certification airfields. These are available for advisory purposes only, at no cost (one copy per contractor), by contacting the following office:

JVISDA
Building 3, Bay 3
11 Hap Arnold Blvd
Tobyhanna PA 18466-5102

TELEPHONE: (570) 895-7439
FAX: (570) 895-6106
E-MAIL: vibuddy@hq.afis.osd.mil
Website: <http://afishp6.afis.osd.mil/dodimagery/davis/>

4.12.3. This contract requires that at least one pilot member of an air crew, operating a DOD contract mission into a DOD-designated certification airfield, shall have performed pilot duties to that airfield within the past 12 months or reviewed an FAA-accepted pictorial, e.g., video, detailing airfield hazards within 30 days prior to performing the DOD contract mission.

4.12.4. Contractors shall ensure that air crews are adequately briefed on all restrictions at applicable airfields, including certification airfields, and properly trained before performing any DOD contract mission into these airfields.

4.13. ORDERS

The Administrative Contracting Officer (ACO) will issue task orders for the air transportation services shown in the Schedule pages 4-6. Schedules will be provided by the 732 AMC/TRA in accordance with the Statement of Work, paragraph 1.15.

4.14. PASSENGER BAGGAGE LIABILITY

The Contractor will be responsible and liable for the loss, damage, or destruction of the checked baggage, unchecked baggage, and items of personal property in the possession of the passenger on flights performed under this contract from the completion of loading by the Government until commencement of unloading by the Government. Contractor's liability for checked baggage is limited to the actual value of the item or items lost, damaged, or destroyed, not to exceed \$9.50 per pound times the weight of the packed outermost carrying case (such as bag or suitcase) containing such item or items. The Contractor's liability for unchecked baggage and items of personal property is for the actual value, not to exceed \$420.00 per passenger. Actual value shall be based upon actual replacement cost to the passenger if the item has been replaced at the time of the claim and upon the replacement purchase cost at the permanent station of the passenger if the item has not been replaced at the time of the claim. Contractor's liability for unchecked baggage and items of personal property in the possession of passenger exists only for loss, damage, or destruction occasioned by aircraft accident or otherwise caused by the Contractor. Any lower limitation of liability to which the Contractor might otherwise be entitled will not be applicable and the provisions of this paragraph will prevail over any such lower limitation. Claims for lost or damaged baggage will be submitted to the Contractor on AMC Form 134 (Baggage Irregularity Report).

4.15. POST AWARD CONFERENCE

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 10 days prior to the conference.

4.16. PERFORMANCE OF SERVICES DURING CRISIS DECLARED BY THE PRESIDENT OR SECRETARY OF DEFENSE OR OVERSEAS COMBATANT COMMANDER

In the event of a declared crisis, the contractor is not relieved from the requirements of this contract.

**ADDITIONAL STANDARDS FOR DEPARTMENT OF DEFENSE (DOD) CONTRACT
AIRCRAFT OPERATIONS UNDER FAR PART 135 (NONCOMMUTER) (PASSENGER)**

All aircraft must be listed on air carrier's certificate, and flight crews must be trained, qualified, and scheduled in accordance with Federal Aviation Regulation (FAR Part 135) rules. This applies even when the contracted operations fall under FAR Part 91, or other FAR. In addition, air carriers shall comply with the following:

a. Operations:

(1) Pilots are responsible for ensuring correct computing and documenting of the weight and balance for all DOD flights and for assuring that the gross weight and center of gravity do not exceed the aircraft's limitations. Actual or interrogated weights must be used. Completed weight and balance forms from DOD flights will be maintained for a minimum of 30 days.

(2) Companies are required to maintain the last 30 days documentation for all DOD flights to demonstrate compliance with the flight locating requirements of FAR 135.79.

(3) Single-engine aircraft shall be limited to flight during daylight hours and under Visual Flight Rules (VFR) conditions only. Daylight hours are defined as 30 minutes before official sunrise to 30 minutes after official sunset; or in Alaska during extended twilight hours when terrain features can be readily distinguishable for a distance of at least one mile.

(4) All DOD passenger charters will be flown under Instrument Flight Rules (IFR) to the maximum extent possible.

(5) Helicopter Operations Only:

(a) Multi-engine helicopters may be used for night and instrument flight rules (IFR) operations providing the operator's certificate specifies such operations.

(b) US Navy Contracted Shipboard Landings: The pilot shall have completed training that is approved by the Navy and meet subsequent proficiency and currency requirements to ensure standardization with shipboard guidelines.

b. Aircrew Requirements:

(1) A pilot-in-command (PIC) and second-in-command (SIC) will be used:

(a) For all fixed-wing, whole-plane charters, except for flights supporting US Army Corps of Engineers operations-only missions.

(b) If the aircraft certificate requires a two-pilot crew, or has seating configuration for ten or more passengers.

(c) When the aircraft is operated under IFR.

(2) PIC and SIC (when required), must have at least 250 hours combined experience in their respective positions in the type of aircraft being operated. Type (as defined in FAR 135.293b) means any one of a group of airplanes as determined by the Federal Aviation Administration, (FAA) to have a similar means of propulsion, the same manufacturer, and no significantly different handling or flight characteristics. For helicopters, type (as defined in FAR 135.293b) means a basic make and model.

(a) The PIC's prior SIC time does not count towards the 250-hour requirement.

(b) The PIC must have 1,500 hours total pilot time and have logged 100 hours PIC time in the past 12 months.

(c) The PIC must have at least 10 takeoffs and 10 landings, and 50 hours in the type and model aircraft being operated.

(d) Float plane PICs must have at least 250 total hours in floatplane operations.

(3) The PIC and SIC (when required), shall be IFR qualified; i.e., both shall hold a commercial instrument rating for all DOD flights regardless of the weather or type of flight plan filed. (Not required for operations restricted to VFR only).

(a) Both pilots shall meet the currency requirements of FAR 135.247

(b) The PIC shall have a current FAR 135.297 instrument proficiency check and a current FAR Part 135.293 competency check.

(c) The SIC shall have a current FAR 135.293 competency check to include as a minimum one precision approach, one nonprecision approach, and one missed approach. The SIC must meet the instrument currency requirements of FAR 61.57(c).

(1) If the SIC is assigned to pilot only one type of aircraft for the DOD, that pilot must meet the instrument requirements of this section in that type of aircraft.

(2) If the SIC is assigned to pilot more than one type of aircraft for the DOD, that pilot must meet the instrument requirements of this section in each type of aircraft and the check shall alternate between the different types of aircraft that the pilot operates for the DOD.

c. Aircraft:

(1) Will have two or more engines (except for helicopters, float planes, and aircraft supporting U.S. Army Corps of Engineers operations-only missions).

(a) Meet the IFR performance requirements of FAR 135.181.

(b) Be turbine powered if more than nine passengers are carried.

(2) Aircraft will also meet the following standards:

(a) Will be maintained in a good state of repair and appearance. Aircraft showing deterioration or neglect such as unrepaired cracks, punctures, loose rivets, missing fasteners, deterioration of interior, paint, or windows are unacceptable for DOD use. These concerns are in addition to airworthiness requirements.

(b) Have on board, a complete set of aeronautical charts, and approach plates (for each required pilot), covering the area of operation.

(c) Have a first-aid kit and emergency equipment, accessible to the passengers and appropriate to the environment of operation.

(d) Have approved life preservers for overwater flights in accordance with FAR Part 91.205b(12), and helicopters will have emergency flotation gear (pop-out) or standard flotation gear (fixed floats).

(3) Aircraft operated single pilot for the DOD will possess the following navigation and communication equipment:

(a) Directional gyro

(b) Artificial horizon

(c) Rate of turn indicator

- (d) Vertical speed indicator
 - (e) One type of FAA-approved navigation equipment such as an automatic direction finder (ADF) receiver system, with ADF indicator; VOR; global positioning system (GPS)/Loran, etc. A GPS shall be available for operations in remote areas where other navigational aids are not available.
 - (f) One ATC transponder for all Navy shipboard operations.
 - (g) An emergency locator transmitter (ELT).
 - (h) At least one Very High Frequency (VHF) receiver and transmitter.
- (4) In addition to (3) above, aircraft operated with two pilots for the DOD shall be equipped for IFR operations and possess the following navigation and communication equipment.
- (a) Two independent navigation systems suitable for the location served, at least one navigation system will include VOR/DME capability.
 - (b) Dual VHF receivers and transmitters.
 - (c) Capability to perform a precision approach other than a ground controlled approach (GCA).
 - (d) A transponder.
- (5) The SIC position (when required to be filled) must include the following operable equipment:
- (a) The ability to manipulate all primary and auxiliary flight controls, lift/drag devices, and landing gear.
 - (b) Airspeed indicator.
 - (c) Altimeter.
 - (d) Artificial horizon.
 - (e) Gyroscopic direction indicator or equivalent.
 - (f) An independent navigation system.

OPR: HQ AMC/DOB

1 November 2001

<https://amcpublic.scott.af.mil/dob/index.htm>