

**UNITED STATES TRANSPORTATION COMMAND
(USTRANSCOM)**

**Contract Number F11626-03-D-0046-P00011,
22 September 2003**

**Northern Air Cargo, Inc.
Chartered Air Transportation Services, Elmendorf AFB AK**

Previously released under FOIA 08-76
Information being withheld pursuant
To 5 U.S.C. 552(b)(6).

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER

PAGE 1 OF 67

2. CONTRACT NO. F11626-03-D-0046-P00011		3. AWARD/EFFECTIVE DATE 22-Sep-2003		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME			
9. ISSUED BY USTRANSCOM COMMAND ACQUISITION 508 SCOTT DR SCOTT AFB IL 62225-5357 TEL: 618-256-4300 FAX: 618-256-9600		CODE HTC711		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 212111 SIZE STANDARD: 1500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS Net 3 Days	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9		CODE			
17a. CONTRACTOR/OFFEROR NORTHERN AIR CARGO, INC. 3900 OLD INTERNATIONAL AIRPORT ROAD ANCHORAGE AK 99502-1097 TEL. 907-249-5151		CODE 7W397		18a. PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SERVICE ATTN: DFAS-BAASD/CC PO BOX 369020 COLUMBUS OH 43236-9020		CODE F67100			
FACILITY CODE				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
				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			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
	SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$4,106,637.88 EST			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED									
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED									
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> 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.					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER 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)			31c. DATE SIGNED 22-Sep-2003		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) JOHN CLIFFORD BEASLEY / CONTRACTING OFFICER TEL: 618-256-6642 EMAIL: cliff.beasley@ustranscom.mil					

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

27-1

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 67

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
		42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

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STANDARD FORM 1449 (REV 4/2002) BACK
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

CONTINUATION OF SF 1449**CONTINUATION OF THE SF 1449****1. Block 16**

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

USTRANSCOM/TCAQ-R
508 Scott Drive
Scott AFB IL 62225-5357
Telephone: 618-229-2485 FAX: 618-256-2804

2. Block 17b

If remittance is different, put such address in the Central Contractor Registration (CCR).

3. Block 18b

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. At the end of each month, the 732 AMS/TRA will provide a copy of a call register to the contractor for reconciliation prior to billing.

b. All invoices will be submitted using Wide Area Work Flow-Receipt and Acceptance, see page 13, paragraph 9(b). When invoicing the "Reimbursable" CLIN 0004 (CLINs 0008, 0012, 0016, and 0020 if options are exercised), 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 0004 (CLINS 0008, 0012, 0016 and 0020 if options are exercised), shall be identified as separate items on the Contractor's signed invoice 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 fee.

f. In the event the Contractor is directed to load or offload cargo at an airport not identified in the Schedule and the Contractor is required to pay for such loading/offloading, the Government will reimburse the Contractor at cost

g. 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.)

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 SUB CLIN 0004AD on Page 5. 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 SUB CLIN 0004AD. 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 on Page 7, Paragraph 7) times the number of miles flown.

j. For reimbursement of travel expenses of contractor representatives who attend the MOBREP conference, proper receipts will be provided when billing via WAWF.

k. Partial missions charged under CLIN 0009 (CLINs 0013 and 0017 if options are exercised) shall be supported with a flight log which should include time of departure and arrival. These are scheduled missions that depart but are forced to return due to inclement weather or other unforeseen circumstances. Calculations that support the invoice amount for partial missions shall be clearly identified in the "Description" block of WAWF.

4. PERIOD OF PERFORMANCE

a. Performance of this contract shall begin 1 October 2003, or date of award, whichever occurs later. It shall continue through 30 September 2004 (30 September 2005 if option year one is exercised, 30 September 2006 if option year two is exercised, 30 September 2007 if option year three is exercised, and 30 September 2008 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.

b. If during the period of this contract the government gives notice to the Contractor of the activation of the CRAF, the parties agree that the giving of such notice will extend this contract for the purpose of permitting the Government to order additional airlift services throughout the period of CRAF activation and extend the Contractor's commitment to the CRAF program for the entire period of CRAF activation, and for up to six months thereafter (see Page 12, Paragraph 6, FAR 52.217-8 OPTION TO EXTEND SERVICES, for extension of the contract when no emergency has been declared).

5. Blocks 19-24, SCHEDULE OF SUPPLIES/SERVICES

<u>ALASKA LOCATION</u>	<u>MINIMUM ACL REQUIRED (LBS)</u>	<u>GREAT CIRCLE STATUTE MILES ONE WAY TO/FROM ELMENDORF AFB AK</u>
BARTER ISLAND	25,000	640
CAPE LISBURNE	22,500	707
CAPE NEWENHAM	22,500	462
CAPE ROMANZOF	21,800	537
COLD BAY	25,000	629
DEADHORSE	25,000	641
FT YUKON	25,000	394
GALENA	25,000	315
INDIAN MOUNTAIN	23,000	350
JUNEAU	25,000	566
KETCHIKAN	25,000	771
KING SALMON AS	25,000	297
KODIAK	25,000	213
KOTZEBUE	25,000	548
NOME	25,000	542
OLIKTOK	25,000	632
POINT BARROW	25,000	719
POINT LAY	11,200	690
SITKA	25,000	520
SPARREVOHN	25,000	194
TATALINA	19,000	231

TIN CITY

23,000

634

ROUTE PATTERN: ORIGINATE ELMENDORF AFB AK
TO SELECTED POINTS
TO ELMENDORF AFB AK

6. PRICING

In the event that the CRAF has been activated as described in Attachment 1, paragraph 4.6 and CLIN 0002 (0006, 0010, 0014, or 0018), and the Government thereafter increases the airlift to be performed under this contract, the contractor shall be paid for all airlift thereafter performed under CLIN 0002 (0006, 0010, 0014, or 0018) of this contract at the prices listed under CLINS 0001 and 0004 (0005 and 0008, 0009 and 0012, 0013 and 0016, or 0017 and 0020). If the contractor, however, presents evidence that an adjustment to the rate of compensation is appropriate due to additional costs resulting from CRAF activation, the contractor shall be paid for airlift performed under CLIN 0002 (0006, 0010, 0014, or 0018) at prices established by negotiation between the contractor and Contracting Officer. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The contractor must assert its right to an adjustment within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract. In connection with evidence so presented by the contractor, consideration shall be given but not limited to, reasonable starting and winding up costs, including the following items if related to the performance of this contract: (i) additional insurance cost incurred to maintain continued coverage at prior established peacetime insurance coverage levels; (ii) additional per diem expenses incurred to relocate personnel required to assist in the flow of CRAF activated aircraft; and (iii) additional security expenses for the safety of aircraft and crew.

7. LIST OF AIRCRAFT

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 approval of the Contracting Officer and after the aircraft have been technically approved by the DOD Air Carrier Survey Team.

AIRCRAFT MODEL/ SERIES	TAIL NUMBER	MAX GROSS TAKE-OFF WEIGHT	BLOCK SPEED	FUEL FURN RATE*
DC-6A	N2907F	103,800	225 MPH	1.91
DC-6A	N6174C	103,800	225 MPH	1.91
DC-6A	N43872	103,800	225 MPH	1.91
B737-200	N320DL	119,500	440 MPH	2.2
B737-200	N321DL	119,500	440 MPH	2.2
B737-200	N322DL	119,500	440 MPH	2.2

* GALLONS USED PER GCSM

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001		25,000	Miles	\$16.43	\$410,750.00

Base Year (1 Oct 2003 - 30 Sep 2004)

FFP

Air transportation for the movement of cargo from Elmendorf AFB AK to the below listed locations and other points in the state of Alaska in accordance with the specifications listed in the statement of work. Cargo will be flown on an as-required basis. Unit price shall include all landing fees, loading/offloading, positioning, depositioning, and fuel costs. (See CLIN 0004 for exceptions).

FOB: Destination

SIGNAL CODE: A

ESTIMATED
NET AMT

\$410,750.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002			Miles		

CIVIL RESERVE AIR FLEET

FFP

The contractor grants the Government the unilateral right to increase the airlift to be performed hereunder up to and including the full capacity of all aircraft listed in Attachment 2, in accordance with Attachment 1, paragraph 4.6. See paragraph 6 below for pricing of this CLIN.

FOB: Destination

SIGNAL CODE: A

ESTIMATED
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0003

Miles

CANCELLATION COSTS

FFP

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 deposition costs at the rates set forth below. The total miles and total price, including both positioning and deposition, are shown below: Total Miles - 18; Total Positioning and Depositioning Price - \$1,000.00.

FOB: Destination

SIGNAL CODE: A

ESTIMATED
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0004

1

Lot

\$28,571.88

\$28,571.88

REIMBURSABLE EXPENSES

FFP

(Estimated at 6.25% of CLIN 0001)

FOB: Destination

SIGNAL CODE: A

ESTIMATED
NET AMT

\$28,571.88

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
000401	LANDING/PARKING FEES FFP When directed to land/park at locations not listed in CLIN 0001, the contractor will be reimbursed, at cost, in accordance with the schedule, paragraph 3.e. FOB: Destination SIGNAL CODE: A		Each		
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
000402	LOADING/OFFLOADING COSTS FFP When directed to load/offload at locations not listed in CLIN 0001, the contractor will be reimbursed, at cost, in accordance with the schedule, paragraph 3.f. FOB: Destination SIGNAL CODE: A		Each		
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
000403	FEDERAL TRANSPORTATION TAXES FFP If appropriate, the contractor shall be reimbursed for federal transportation taxes in accordance with the schedule, paragraph 3.g. FOB: Destination SIGNAL CODE: A		Each		
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
000404	FUEL REIMBURSEMENT FFP 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 the schedule, paragraph 3.i. FOB: Destination SIGNAL CODE: A		Each		
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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000405

FY04 MOBREP/TAG MEETING

FFP

The Government will provide funding for no more than two representatives attending the annual Mobilization Representative/Technical Advisory Group meeting. Total for this meeting is \$2,900.00.

FOB: Destination

SIGNAL CODE: A

ESTIMATED
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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0005

EXERCISED
OPTION

25,000

Miles

\$16.43

\$410,750.00

Option Year One (1 Oct 04 - 30 Sep 05)

FFP

Same as CLIN 0001. ACRN: AB

FOB: Destination

SIGNAL CODE: A

ESTIMATED
NET AMT

\$410,750.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0006 EXERCISED OPTION	CIVIL RESERVE AIR FLEET FFP Same as CLIN 0002. FOB: Destination SIGNAL CODE: A		Miles		
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0007 EXERCISED OPTION	CANCELLATION COSTS FFP Same as CLIN 0003: Total Miles - 18; Total Positioning and Depositioning Price - \$1,000.00. FOB: Destination SIGNAL CODE: A		Miles		
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0008		1	Dollars, U.S.	\$28,670.00	\$28,670.00

EXERCISED
OPTION

REIMBURSABLE EXPENSES
FFP
(Estimated at 6.25% of CLIN 0005). NOTE: The contractor shall round invoiced
amounts to the nearest whole dollar amount.
FOB: Destination
SIGNAL CODE: A

ESTIMATED NET AMT	\$28,670.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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000801
EXERCISED
OPTION

LANDING/PARKING FEES
FFP
Same as SLIN 000401
FOB: Destination
SIGNAL CODE: A

Each

ESTIMATED NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
000802 EXERCISED OPTION	LOADING/OFFLOADING COSTS FFP Same as SLIN 000402. FOB: Destination SIGNAL CODE: A		Each		
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
000803 EXERCISED OPTION	FEDERAL TRANSPORTATION TAXES FFP Same as SLIN 000403. FOB: Destination SIGNAL CODE: A		Each		
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
000804 EXERCISED OPTION	FUEL REIMBURSEMENT FFP Same as SLIN 000404. FOB: Destination SIGNAL CODE: A		Each		
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
000805 EXERCISED OPTION	FY05 MOBREP/TAG MEETING FFP The Government will provide funding for no more than two representatives attending the annual Mobilization Representative/Technical Advisory Group meeting. Total for this meeting is \$3,000.00. FOB: Destination SIGNAL CODE: A		Each		
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0009 EXERCISED OPTION	Option Year Two (1 Oct 05 - 30 Sep 06) FFP Same as CLIN 000. ACRN: AC FOB: Destination SIGNAL CODE: A	25,000	Miles	\$16.92	\$423,000.00
ESTIMATED NET AMT					\$423,000.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0010 EXERCISED OPTION	CIVIL RESERVE AIR FLEET FFP Same as CLIN 0002. FOB: Destination SIGNAL CODE: A		Miles		
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0011 EXERCISED OPTION	CANCELLATION COSTS FFP Same as CLIN 0003: Total Miles - 18; Total Positioning and Depositioning Price - \$1,000.00. FOB: Destination SIGNAL CODE: A		Miles		
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0012 EXERCISED OPTION	REIMBURSABLE EXPENSES FFP (Estimated at 6.25% of CLIN 0009). NOTE: The contractor shall round invoiced amounts to the nearest whole dollar amount. FOB: Destination SIGNAL CODE: A	1	Dollars, U.S.	\$29,537.00	\$29,537.00
ESTIMATED NET AMT					\$29,537.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
001201 EXERCISED OPTION	LANDING/PARKING FEES FFP Same as SLIN 000401 FOB: Destination SIGNAL CODE: A		Each		
					<hr/>
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
001202 EXERCISED OPTION	LOADING/OFFLOADING COSTS FFP Same as SLIN 000402. FOB: Destination SIGNAL CODE: A		Each		
					<hr/>
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
001203 EXERCISED OPTION	FEDERAL TRANSPORTATION TAXES FFP Same as SLIN 000403. FOB: Destination SIGNAL CODE: A		Each		
					<hr/>
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
001204 EXERCISED OPTION	FUEL REIMBURSEMENT FFP Same as SLIN 000404. FOB: Destination SIGNAL CODE: A		Each		
					<hr/>
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
001205 EXERCISED OPTION	FY06 MOBREP/TAG MEETING FFP The Government will provide funding for no more than two representatives attending the annual Mobilization Representative/Technical Advisory Group meeting. Total for this meeting is \$3,100.00. FOB: Destination SIGNAL CODE: A		Each		
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0013 EXERCISED OPTION	Option Year Three (1 Oct 06 - 30 Sep 07) FFP Same as CLIN 000. ACRN: AC FOB: Destination SIGNAL CODE: A	25,000	Miles	\$16.92	\$423,000.00
ESTIMATED NET AMT					\$423,000.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0014 EXERCISED OPTION	CIVIL RESERVE AIR FLEET FFP Same as CLIN 0002. FOB: Destination SIGNAL CODE: A		Miles		
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0015 EXERCISED OPTION	CANCELLATION COSTS FFP Same as CLIN 0003: Total Miles - 18; Total Positioning and Depositioning Price - \$1,000.00. FOB: Destination SIGNAL CODE: A		Miles		
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0016		1	Dollars, U.S.	\$29,637.00	\$29,637.00

EXERCISED
OPTION

REIMBURSABLE EXPENSES
FFP
(Estimated at 6.25% of CLIN 0013). NOTE: The contractor shall round invoiced
amounts to the nearest whole dollar amount.
FOB: Destination
SIGNAL CODE: A

ESTIMATED NET AMT	\$29,637.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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001601
EXERCISED
OPTION

LANDING/PARKING FEES
FFP
Same as SLIN 000401
FOB: Destination
SIGNAL CODE: A

Each

ESTIMATED NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
001602 EXERCISED OPTION	LOADING/OFFLOADING COSTS FFP Same as SLIN 000402. FOB: Destination SIGNAL CODE: A		Each		
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
001603 EXERCISED OPTION	FEDERAL TRANSPORTATION TAXES FFP Same as SLIN 000403. FOB: Destination SIGNAL CODE: A		Each		
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
001604 EXERCISED OPTION	FUEL REIMBURSEMENT FFP Same as SLIN 000404. FOB: Destination SIGNAL CODE: A		Each		
					<hr/>
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
001605 EXERCISED OPTION	FY07 MOBREP/TAG MEETING FFP The Government will provide funding for no more than two representatives attending the annual Mobilization Representative/Technical Advisory Group meeting. Total for this meeting is \$3,200.00. FOB: Destination SIGNAL CODE: A		Each		
					<hr/>
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0017 EXERCISED OPTION	Option Year Four (1 Oct 07 - 30 Sep 08) FFP Same as CLIN 000. ACRN: AD FOB: Destination SIGNAL CODE: A	100,000	Miles	\$17.43	\$1,743,000.00 EST

ESTIMATED
NET AMT

\$1,743,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0018 EXERCISED OPTION	CIVIL RESERVE AIR FLEET FFP Same as CLIN 0002. FOB: Destination SIGNAL CODE: A		Miles		

ESTIMATED
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0019 EXERCISED OPTION	CANCELLATION COSTS FFP Same as CLIN 0003: Total Miles - 18; Total Positioning and Depositioning Price - \$1,000.00. FOB: Destination SIGNAL CODE: A		Miles		
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0020 EXERCISED OPTION	REIMBURSABLE EXPENSES FFP (Estimated at 33.26% of CLIN 0017). NOTE: The contractor shall round invoiced amounts to the nearest whole dollar amount. FOB: Destination SIGNAL CODE: A	1	Dollars, U.S.	\$579,722.00	\$579,722.00 EST
ESTIMATED NET AMT					\$579,722.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
002001 EXERCISED OPTION	LANDING/PARKING FEES FFP Same as SLIN 000401 FOB: Destination SIGNAL CODE: A		Each		
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
002002 EXERCISED OPTION	LOADING/OFFLOADING COSTS FFP Same as SLIN 000402. FOB: Destination SIGNAL CODE: A		Each		
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
002003 EXERCISED OPTION	FEDERAL TRANSPORTATION TAXES FFP Same as SLIN 000403. FOB: Destination SIGNAL CODE: A		Each		
					<hr/>
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
002004 EXERCISED OPTION	FUEL REIMBURSEMENT FFP Same as SLIN 000404. FOB: Destination SIGNAL CODE: A		Each		
					<hr/>
ESTIMATED NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
002005			Each		
EXERCISED OPTION	FY08 MOBREP/TAG MEETING FFP				
	The Government will provide funding for no more than two representatives attending the annual Mobilization Representative/Technical Advisory Group meeting. Total for this meeting is \$3,300.00.				
	FOB: Destination				
	SIGNAL CODE: A				
ESTIMATED NET AMT					\$0.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
000401	N/A	N/A	N/A	Government
000402	N/A	N/A	N/A	Government
000403	N/A	N/A	N/A	Government
000404	N/A	N/A	N/A	Government
000405	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
000801	N/A	N/A	N/A	Government
000802	N/A	N/A	N/A	Government
000803	N/A	N/A	N/A	Government
000804	N/A	N/A	N/A	Government
000805	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government
0011	N/A	N/A	N/A	Government
0012	N/A	N/A	N/A	Government
001201	N/A	N/A	N/A	Government
001202	N/A	N/A	N/A	Government
001203	N/A	N/A	N/A	Government

001204	N/A	N/A	N/A	Government
001205	N/A	N/A	N/A	Government
0013	N/A	N/A	N/A	Government
0014	N/A	N/A	N/A	Government
0015	N/A	N/A	N/A	Government
0016	N/A	N/A	N/A	Government
001601	N/A	N/A	N/A	Government
001602	N/A	N/A	N/A	Government
001603	N/A	N/A	N/A	Government
001604	N/A	N/A	N/A	Government
001605	N/A	N/A	N/A	Government
0017	N/A	N/A	N/A	Government
0018	N/A	N/A	N/A	Government
0019	N/A	N/A	N/A	Government
0020	N/A	N/A	N/A	Government
002001	N/A	N/A	N/A	Government
002002	N/A	N/A	N/A	Government
002003	N/A	N/A	N/A	Government
002004	N/A	N/A	N/A	Government
002005	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2003 TO 30-SEP-2004	N/A	611 ASUS/LGT ROBERT DUNN 10471 20TH STREET, STE 231 ELMENDORF AFB AK 99506 907-552-5472 FOB: Destination	FP5007
0002	POP 01-OCT-2003 TO 30-SEP-2004	N/A	N/A FOB: Destination	
0003	POP 01-OCT-2003 TO 30-SEP-2004	N/A	N/A FOB: Destination	
0004	POP 01-OCT-2003 TO 30-SEP-2004	N/A	611 ASUS/LGT ROBERT DUNN 10471 20TH STREET, STE 231 ELMENDORF AFB AK 99506 907-552-5472 FOB: Destination	FP5007
000401	POP 01-OCT-2003 TO 30-SEP-2004	N/A	N/A FOB: Destination	

000402	POP 01-OCT-2003 TO 30-SEP-2004	N/A	N/A FOB: Destination	
000403	POP 01-OCT-2003 TO 30-SEP-2004	N/A	N/A FOB: Destination	
000404	POP 01-OCT-2003 TO 30-SEP-2004	N/A	N/A FOB: Destination	
000405	POP 01-OCT-2003 TO 30-SEP-2004	N/A	N/A FOB: Destination	
0005	POP 01-OCT-2004 TO 30-SEP-2005	N/A	611 ASUS/LGT ROBERT DUNN 10471 20TH STREET, STE 231 ELMENDORF AFB AK 99506 907-552-5472 FOB: Destination	FP5007
0006	POP 01-OCT-2004 TO 30-SEP-2005	N/A	N/A FOB: Destination	
0007	POP 01-OCT-2004 TO 30-SEP-2005	N/A	N/A FOB: Destination	
0008	POP 01-OCT-2004 TO 30-SEP-2005	N/A	611 ASUS/LGT ROBERT DUNN 10471 20TH STREET, STE 231 ELMENDORF AFB AK 99506 907-552-5472 FOB: Destination	FP5007
000801	POP 01-OCT-2004 TO 30-SEP-2005	N/A	N/A FOB: Destination	
000802	POP 01-OCT-2004 TO 30-SEP-2005	N/A	N/A FOB: Destination	
000803	POP 01-OCT-2004 TO 30-SEP-2005	N/A	N/A FOB: Destination	
000804	POP 01-OCT-2004 TO 30-SEP-2005	N/A	N/A FOB: Destination	
000805	POP 01-OCT-2004 TO 30-SEP-2005	N/A	N/A FOB: Destination	
0009	POP 01-OCT-2005 TO 30-SEP-2006	N/A	611 ASUS/LGT ROBERT DUNN 10471 20TH STREET, STE 231 ELMENDORF AFB AK 99506 907-552-5472 FOB: Destination	FP5007

0010	POP 01-OCT-2005 TO 30-SEP-2006	N/A	N/A FOB: Destination	
0011	POP 01-OCT-2005 TO 30-SEP-2006	N/A	N/A FOB: Destination	
0012	POP 01-OCT-2005 TO 30-SEP-2006	N/A	611 ASUS/LGT ROBERT DUNN 10471 20TH STREET, STE 231 ELMENDORF AFB AK 99506 907-552-5472 FOB: Destination	FP5007
001201	POP 01-OCT-2005 TO 30-SEP-2006	N/A	N/A FOB: Destination	
001202	POP 01-OCT-2005 TO 30-SEP-2006	N/A	N/A FOB: Destination	
001203	POP 01-OCT-2005 TO 30-SEP-2006	N/A	N/A FOB: Destination	
001204	POP 01-OCT-2005 TO 30-SEP-2006	N/A	N/A FOB: Destination	
001205	POP 01-OCT-2005 TO 30-SEP-2006	N/A	N/A FOB: Destination	
0013	POP 01-OCT-2006 TO 30-SEP-2007	N/A	611 ASUS/LGT ROBERT DUNN 10471 20TH STREET, STE 231 ELMENDORF AFB AK 99506 907-552-5472 FOB: Destination	FP5007
0014	POP 01-OCT-2006 TO 30-SEP-2007	N/A	N/A FOB: Destination	
0015	POP 01-OCT-2006 TO 30-SEP-2007	N/A	N/A FOB: Destination	
0016	POP 01-OCT-2006 TO 30-SEP-2007	N/A	611 ASUS/LGT ROBERT DUNN 10471 20TH STREET, STE 231 ELMENDORF AFB AK 99506 907-552-5472 FOB: Destination	FP5007
001601	POP 01-OCT-2006 TO 30-SEP-2007	N/A	N/A FOB: Destination	
001602	POP 01-OCT-2006 TO 30-SEP-2007	N/A	N/A FOB: Destination	

001603	POP 01-OCT-2006 TO 30-SEP-2007	N/A	N/A FOB: Destination	
001604	POP 01-OCT-2006 TO 30-SEP-2007	N/A	N/A FOB: Destination	
001605	POP 01-OCT-2006 TO 30-SEP-2007	N/A	N/A FOB: Destination	
0017	POP 01-OCT-2007 TO 30-SEP-2008	N/A	611 ASUS/LGT ROBERT DUNN 10471 20TH STREET, STE 231 ELMENDORF AFB AK 99506 907-552-5472 FOB: Destination	FP5007
0018	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination	
0019	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination	
0020	POP 01-OCT-2007 TO 30-SEP-2008	N/A	611 ASUS/LGT ROBERT DUNN 10471 20TH STREET, STE 231 ELMENDORF AFB AK 99506 907-552-5472 FOB: Destination	FP5007
002001	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination	
002002	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination	
002003	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination	
002004	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination	
002005	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.222-50	Combating Trafficking in Persons	AUG 2007
52.232-18	Availability Of Funds	APR 1984
52.245-4	Government-Furnished Property (Short Form)	JUN 2003

ATTACHMENT 2

- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- _X_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- _X_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- _X_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- _X_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- _X_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- _X_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- ___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).
- ___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286 and 109-53).
- ___ (ii) Alternate I (JAN 2004) of 52.225-3.
- ___ (iii) Alternate II (JAN 2004) of 52.225-3.
- ___ (25) 52.225-5, Trade Agreements (JUN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- ___ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
- ___ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
- ___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, 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: [Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, et seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (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

<u>Employee Class</u>	<u>Monetary Wage-Fringe Benefits</u>
Pilot, GS-2181-11	\$22.65
Co-Pilot, GS-2181-10	\$20.61

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (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 (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(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) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 Oct 03 through 30 Sep 04 (30 Sep 05 if Option Year One is exercised, 30 Sep 06 if Option Year Two is exercised, 30 Sep 07 if Option Year Three is exercised, and 30 Sep 08 if Option Year Four is exercised).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 194 GCSM, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of 100,000 GCSM;

(2) Any order for a combination of items in excess of 100,000 GCSM; or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 Sep04 (30 Sep05 if Option Year One is exercised, 30 Sep 06 if Option Year Two is exercised, 30 Sep 07 if Option Year Three is exercised, 30 Sep 08 if Option Year Four is exercised).

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 calendar days prior to expiration of the existing contract.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 calendar days prior to expiration of the existing contract; provided that 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.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, 6 months.

(End of clause)

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/these address(es):

<http://farsite.hill.af.mil/>

(End of clause)

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.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 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.

(1) ☒ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) ☐ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

(3) ☐ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

(4) ☐ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) ☒ 252.225-7012, Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

(6) ☐ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) ☐ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) ☐ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) ☐ 252.225-7021, Trade Agreements (OCT 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) ☐ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) ☐ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (OCT 2006) of 252.225-7036.

(13) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(14) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(15) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(16) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(17) ___ 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).

(18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(19) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(20)(i) ___ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) ___ Alternate III (MAY 2002) of 252.247-7023.

(21) ___ 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 (e) 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:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(3) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

FAR 52.212-4 ADDENDUM

FAR 52.2 12-4 ADDENDUM TO CONTRACT TERMS AND CONDITIONS FEB 2002 COMMERCIAL ITEMS

Paragraph (a), Inspection and Acceptance, is tailored to read "(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the

right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. 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. The Government must exercise its post-acceptance rights --

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item."

AMCFARS 5352.247-1000

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.'

AMCFARS 5352.247-1001**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 52.2 12-4, "Contract Terms and Conditions-Commercial Items."

AMCFARS 5352.247-1002**AMCFARS 5352.247-1002 CONTRACTOR'S FAILURE TO PROVIDE SERVICE (OCT 1994)
ALTERNATE II (AUG 1999)**

(a) In the event the contractor's aircraft is unable to depart from any station, the government may invoke the remedies set forth in this clause which will not constitute a termination under FAR clause 52.2 12-4, "Contract Terms and Conditions-Commercial Items." The rights and remedies provided in this clause are not exclusive, do not give rise to government liability for costs incurred, and are in addition to government rights and remedies provided by law or by this contract.

(b) Substitute Service. This term means substitution of an aircraft to replace contractor's aircraft which is unable to perform the required services. If the contractor fails to make an aircraft available to perform services under the terms of the contract, the government may:

(1) Cancel the requirement for further performance of the defaulted flight or services. In that event, the government's obligation will be reduced by the costs directly attributable to the canceled flight or services.

(2) Require the contractor to obtain substitute service from another DOD-approved carrier to perform the services within such additional time as the contracting officer may allow. The contractor shall arrange for and pay directly all costs involved in performing the services by substitute aircraft. The government will pay the contractor the contract price for the services, irrespective of the amount the contractor pays for the substitute service. The substitute aircraft provided by the contractor must be of like type, must be 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 substitute service, the contractor may, at his own expense, purchase the amount of space by common carriage or otherwise needed to transport the passengers or cargo from the defaulted flight. The contracting officer must approve purchase of such space. The government will pay the contractor the contract price for the services, irrespective of the amount the contractor pays for the space.

(3) Purchase substitute service from commercial sources. This may include use of substitute commercial aircraft or purchase of sufficient space to transport by common carriage or otherwise the passengers or cargo from the defaulted flight. In either event, the value of the service will be deducted from the contract minimum (if applicable). The contractor will not be paid for the defaulted flight but will be charged any amount in excess of the contract price that the government had to pay for the substitute service.

(4) Elect to either reschedule the defaulted flight to a later time or move the passengers and/or cargo, or any portion thereof, itself. In the latter event, the value of the service will be deducted from the contract minimum (if applicable). The contractor will not be paid for the defaulted flight but will be charged any amount in excess of the contract price that the government had to pay to transport the passengers and/or cargo.

ATTACHMENT 1

STATEMENT OF WORK

1. DESCRIPTION OF SERVICES

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 air transportation services over the routes as specified in the Schedule on Page 4 via contractor-furnished, IFR-equipped, multi-engine aircraft capable of operating to and from 3,500-foot gravel airfields. The contractor shall transport cargo between Elmendorf AFB, AK and various points in Alaska. Missions may be flown to multiple locations. See Appendix 5.3 for Great Circle Statute Miles (GCSM) between all locations. Aircraft utilized must be accommodate cargo up to 78 inches high and have a net cargo airlift capability as specified in the Schedule on Page 4. Contractor must provide two (2) permanently installed seats for government-sponsored personnel authorized aboard the aircraft as specified in Federal Aviation Regulation (FAR) 121.583. When operational requirements dictate, the 732 AMS/AMCC (AMCC) at Elmendorf AFB AK may direct the contractor to serve a station in the state of Alaska, but not specifically listed in the Schedule. These missions will normally be scheduled 48 hours prior to operating day.

1.2. RESERVED

1.3. The Contractor shall position the aircraft at the originating station a minimum of two (2) hours in advance of the scheduled departure time. Contractor should request estimated amount of fuel on load one and one-half hours prior to scheduled departure time. The Contractor's crew shall be responsible for weight and balance of the aircraft. All station operations will be limited to only those hours specified in the United States Government Flight Information Publication Supplement - Alaska.

ATTACHMENT 2

1.4. A total of two aircraft is the contractor's CRAF commitment for each year of the contract.

1.5. The GCSMs listed between the Alaska locations under the Schedule on Page 4 and Appendix 5.3 are the accepted miles for the purposes of performance and payment under this contract.

1.6. The contractor should provide representatives to attend the MOBREP Conference/TAG Meeting as stated in the Schedule. All aircraft utilized must be licensed, operated and maintained in accordance with all applicable rules and regulations of the FAA and DOT, giving particular attention to the responsibility of the air carriers to perform air transportation with the highest degree of safety. The aircraft performing missions under this contract will not be considered public aircraft. The contractor shall have a current FAA authorization certificate to operate over routes and into the airfields specified under both IFR and VFR conditions and rules. IFR capability authorization is not required for operations into airfields that do not have published IFR approach procedures.

1.7. 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 CA immediately of any delay of aircraft departure including the reason thereof.

1.8. No scheduled maintenance except en route 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 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 CA as follows:

1.8.1. Specific type of maintenance to be performed.

1.8.2. Anticipated duration.

1.8.3. Type of Government-Furnished Service desired in conjunction with performance of the turnaround or en route maintenance service.

1.8.4. Any reimbursable support desired in conjunction with performance of the turnaround or en route maintenance service.

1.8.5. Any change in status or type of work to be performed subsequent to initial notification to the CA will be immediately communicated to AMCC. The 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.

1.9. The Contractor shall be responsible for the safe transportation of hazardous material in accordance with AF/MAN 24-204, 49 CFR, and International Air Transport Association, Dangerous Goods Regulation.

1.10. The Contractor shall be responsible for the safe loading and offloading of the aircraft in accordance with applicable Federal Aviation Regulations and individual aircraft specifications. A member of the Contractor's crew shall be responsible for weight and balance of the cargo loading and shall make a visual check of cargo load and, if required, indicate approval of loading by signing the station compartment breakdown. The Government shall be responsible for the accuracy of the weights entered on the AF Form 295A by the loading supervisor. The Contractor shall provide air terminal weight and balance forms and any other required technical data to assist the air terminals in safely loading the aircraft.

1.11. This contract requires that actual weight shall be used for each mission. Scaled weight shall be used when loading and transporting cargo.

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

1.13. The Contractor shall not deviate from the scheduled points of landing or onload or offload cargo without prior approval of the AMCC except in a bona fide emergency. For purposes of this paragraph, a bona fide emergency is defined as below minimum weather conditions, aircraft mechanical failure which creates a flying hazard, airfield emergency conditions which preclude landing, and sickness or injury of crew members. In the event it should be necessary to offload cargo at any commercial field due to such an emergency, other than at the direction of the AMCC, the contractor shall be responsible for offloading and safeguarding such cargo from loss, theft, or weather damage, and all costs incident to such services until such time as the Contractor moves or makes arrangements to move such cargo to its intended destination or to such other location as directed by the AMCC. The Contractor shall be liable for any damage to Government cargo, other than damage caused by officers or employees of the Government, which may occur in the event that such cargo is offloaded at a commercial field. Cargo offloaded shall not remain at the unspecified point in excess of 24 hours unless weather conditions are such that the operation of aircraft and the movement of the cargo is considered unsafe. The AMCC will be notified immediately of any offloading. In all cases where cargo bound for Elmendorf is diverted to Ted Stevens International Airport due to an emergency or otherwise, the cargo will be transported to Elmendorf AFB by surface transportation within 24 hours after the diversion. The cargo bound for Elmendorf shall not be transported without prior approval of the AMCC. In the event the diversion is due to Contractor controllable reasons, the Contractor shall be responsible for all costs of moving the cargo from Ted Stevens International to Elmendorf AFB. If the diversion is beyond the control of the Contractor, the Government will assume responsibility for moving the cargo from Ted Stevens International to Elmendorf AFB.

1.13.1. Except in a bona fide emergency as defined in subparagraph 1.13 above, the Contractor shall not depart a scheduled cargo offload point until all cargo destined for that station has been offloaded. In the event the Contractor elects to depart an offload point before cargo offloading has been completed, the Government will pay the Contractor only for that portion of the cargo offloaded. Such payment shall be based on the ratio of the cargo offloaded to the total amount of cargo scheduled for delivery (e.g. 2,000 pounds offloaded: 10,000 pounds to be delivered .20 or 20% of the regular trip price). In such event, if the Contractor returns the undelivered cargo to Elmendorf AFB and the Government incurs additional labor costs as a result of unloading the undelivered cargo, such costs will be deducted from the payment to the Contractor.

1.13.2. Extensions and En route Stops. The Contractor shall comply with all instructions issued by the AMCC pertaining to extensions of scheduled flights and en route stops to onload or offload cargo. Additional mileage resulting from extensions of scheduled flights will be computed in accordance with paragraph 4.12 entitled "Method of Measuring Distance", and payment will be made at the GCSM rate for the applicable type aircraft as set forth in the Schedule.

1.14. 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:

1.14.1. AIR FORCE BASES. Pursuant to AFI 10-1001, Landing permit, DD Form 2401, may be secured from USTRANSCOM/TCAQ-R, 508 Scott Drive, Scott AFB IL 62225-5357, 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, may also be obtained from, and returned upon completion to TCAQ-R along with the DD Form 2401.

1.14.2. NAVY AND MARINE CORP AIR STATIONS. Call Ms. Audrey Taylor for instructions at (202) 685-9202.

1.14.3. ARMY INSTALLATIONS. Call Mr. George White for instructions at (703) 806-4864.

1.14.4. Maintenance or other unforeseen problems may warrant an overnight stay at Elmendorf AFB. Such instances will be worked on a case-by-case basis by the AMCC and the CA. When the aircraft is parked overnight at Elmendorf AFB, the provisions of CLINs 0003 (0007, 0011, 0015, and 0019 if options are exercised), CANCELLATION COSTS, shall not apply.

1.15. SCHEDULES

1.15.1. For the purpose of this paragraph the term "Schedules" means the days and time of day of the flight operations. To the extent such schedules are not specified in this contract, they shall be established by mutual agreement between the Contractor and the 732 AMS/TRA at least 24 hours prior to the desired departure time. 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. The scheduler will assign a call number to identify the scheduled mission. The contractor shall include the call number along with the contract and delivery order number in all invoices submitted for payment.

1.15.2. 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 judgment 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. In these cases, the Contractor must present to AMCC the facts/conditions that would preclude transportation of cargo up to the required ACL.

2. SERVICE DELIVERY SUMMARY

PERFORMANCE OBJECTIVE	SOW PARAGRAPH	PERFORMANCE THRESHOLD
The Contractor shall maintain on-time schedule reliability.	4.1	85% quarterly on time reliability.
Responsive and cooperative in satisfying changing requirements.	N/A	100% of the time.
Responsive and cooperative in reperformance of defective service.	N/A	100% of the time.
All valid QAE complaints received during the month are resolved in a timely manner.	N/A	95% monthly.

3. GOVERNMENT-FURNISHED SERVICES AND EQUIPMENT

3.1. The Government will provide the following services for all landings made at military installations (originating, en route, and terminating stations) at no cost to the Contractor except as otherwise provided in this paragraph. The services prefaced with an asterisk will be available only at Elmendorf AFB AK, King Salmon AFS AK, and Galena AFS AK:

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. Loading, tie down and unloading. (Loading will be in accordance with the load breakdown provided by the Contractor on AMC Form 55 or equivalent. The load supervisor will annotate the form to show the actual load.)
 - 3.1.2.2. Cargo manifesting.
 - 3.1.2.3. Cargo handling equipment and associated cargo restraining nets.
 - 3.1.2.4. Flightline transportation for crews.
 - 3.1.2.6. *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. Special handling equipment (equipment which is not common to Government and Contractor aircraft and/or cargo handling system), such as tow bars and special equipment for loading and unloading, will not be available at military installations and must therefore be furnished by the Contractor. Contractor will also furnish personnel to operate such equipment.

3.3. The Contractor may purchase petroleum products at military bases for use in performing services hereunder. These purchases shall be in accordance with applicable service directives, AFI 23-207 for Air Force Installations and subject to the procedures set forth in paragraph 3.4 below.

3.4. 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.

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

3.6. Navigation Route Kit and Portable Flight Planning Software (PFPS), see paragraph 4.4.

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 en route 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 cause 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 no later than 0900L of the following day. On the day of mission execution, changes to the AMCC schedule may be made by the CA. 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, providing that such support items or personnel are required for performance of this contract, in any excess ACL space. 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 CA. 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. NAVIGATION ROUTE KIT AND PORTABLE FLIGHT PLANNING SOFTWARE (PFPS)

4.4.1. The Government will provide navigation route kits, containing DOD Flight Information Publications (FLIPs), to each contractor. The Contractor is required to retain and maintain the navigation route kits in serviceable condition. Although the navigation route kit is intended for use during military contract operations, the contractor is authorized to use it during peacetime commercial operations.

4.4.2. The initial requirement for FLIP products. HQ AMC/A3BF will establish the initial requirement for FLIP products for each contractor.

4.4.3. The following agencies may be contacted concerning FLIP products.

4.4.3.1. For distribution issues, within six days after effective date of the publication:

Customer Service Center
National Imagery and Mapping Agency
(800) 445-0899 or (314) 260-5032

Or

Walter Williams
IFR FLIP Terminal and En route
Distribution Manager
National Imagery and Mapping Agency
(800) 771-3149 or (314) 260-5025

4.4.3.2. To increase or decrease the quantity of FLIP products to be received:

DLA Customer Service Center
Ask for the CRAF FLIP Account Managers
Voice: (800) 826-0342 (Press 1 and then 1 again)
Fax: (804) 279-6524 E-mail: pc9@dscr.dla.mil

4.4.4. Storage and Maintenance. Government-furnished navigation route kits are stored and maintained by the carrier at no expense to the Government.

4.4.5. Replacement Charts and FLIPS. When participating in DOD contract airlift, the aircraft captain may obtain replacement charts, FLIP, etc., from any USAF Base Operations.

4.4.6. The Government also provides PFPS, a mission and flight-planning tool. It is intended for use during military contract operations. However, the contractor is authorized to use it during peacetime commercial operations. The contractor is required to maintain control of their copy of PFPS and ensure it is not shared with non-CRAF carriers. Digital Aeronautical Flight Information File (DAFIF) disks are also provided, for use with PFPS.

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.

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 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.

4.5.5. On all departures (except the depositioning leg) from Elmendorf, the aircraft captain shall call AMCC (VHF 134.1-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.

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 4.12 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 baggage 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. CRAF ACTIVATION

4.6.1. Activation of the Civil Reserve Air Fleet (CRAF). The Contractor grants the government the unilateral right to increase the airlift to be performed hereunder in the State of Alaska up to and including the full capability of all aircraft listed in Attachment 2, in accordance with the following paragraphs:

4.6.1.2. STAGE I - NOT APPLICABLE.

4.6.1.3. STAGE II - DEFENSE AIRLIFT EMERGENCY. This is an airlift expansion identified for an airlift emergency involving national mobilization. USTRANSCOM, on approval by the Secretary of Defense (SECDEF), has the authority to activate Stage II of CRAF.

4.6.1.4. STAGE III - NATIONAL EMERGENCY. This is the total CRAF airlift capability made available when required for DOD operations during major military emergencies involving US forces.

4.6.1.4.1. USTRANSCOM, upon approval by the SECDEF, has the authority to activate Stage III of the CRAF:

4.6.1.4.1.1. In time of war or during a defense-oriented national emergency declared by the President, or in time of national emergency declared by Congress.

4.6.1.4.1.2. In a national security situation short of a declared defense-oriented national emergency.

4.6.1.4.2. Activation of CRAF Stage III presumes that the Secretary of transportation has been authorized to exercise presidential priorities and allocation authority.

4.6.1.5. The notice that the CRAF has been activated shall be communicated by the HQ AMC/A3B to all CRAF carriers.

4.6.1.6. Upon activation of any stage of CRAF, the total capability of all aircraft in that stage maybe used.

4.6.1.7. Performance of airlift with the Contractor's CRAF aircraft while CRAF is activated, and payment for such airlift, will be accomplished under the terms of this contract. The CRAF Program is a national plan (based on The Defense Production Act of 1950 and Executive Order 12656) to utilize airlift resources of U.S. air carriers, when needed to support Department of Defense (DOD) airlift requirements in an airlift emergency or national emergency. The CRAF is composed of U.S. registered aircraft owned or controlled by the U.S. "air carriers" specifically allocated (by FAA registration number) for this purpose by the Department of Transportation. As used in this contract, CRAF aircraft are those allocated aircraft, which the carrier owning or otherwise controlling them has contractually committed to the DOD, under stated conditions, to meet varying emergency needs for civil airlift augmentation of the military airlift capability. The contractual commitment of the aircraft includes the supporting resources required to provide the contract airlift.

4.6.1.8. In a period of airlift emergency described in paragraph 4.6.1.3 the aircraft listed in the applicable column of the Attachment 2, must be available to perform the additional airlift requested by the Government on 24 hours' notice. Upon activation of STAGE III of the CRAF, the aircraft listed in Column III of Attachment 2 which are requested by the Government must be positioned where directed by the Government, with maximum fuel aboard consistent with aircraft performance limitations and mission requirements, as quickly as possible but in no event more than 48 hours after the Contractor receives the notification from the Government for the aircraft required.

4.6.1.9. The Contractor agrees that during any period described in paragraphs 4.6.1.3 or 4.6.1.4 above it will provide sufficient personnel, exclusive of those with Reserve or National Guard commitments, and material to enable at least ten (10) hours per day utilization of each aircraft listed in the applicable column of Attachment 2. If,

during any period described in paragraph 4.6.1.4., the Contractor for reasons beyond its control is unable to provide either the personnel or the material necessary to operate its aircraft ten (10) hours per day it will still be obligated to provide the aircraft listed in Column III of Attachment 2, and the Government will have the right to operate such aircraft. In such event, the compensation, which the Contracting Officer finds to represent the services and material not furnished by the Contractor, and related profit. The Contracting Officer's findings shall be considered a finding of fact within the meaning of the Disputes clause of this contract.

4.6.1.10. ACO Responsibilities upon Activation of the CRAF. The ACO functions in connection with the Alaskan operations will remain unchanged upon the activation of CRAF unless the Contractor is notified otherwise by the Contracting Officer.

4.6.2. The Contractor must at all times during the contract period, including any extension as described in the FAR 52.217-8, OPTION TO EXTEND SERVICES, maintain control over the aircraft listed in Columns II and III of Attachment 2, to the extent necessary to assure the Contractor's ability to meet its obligations under subparagraphs 4.6.1.3. or 4.6.1.4. The Contractor shall, at any time or times during the contract period, furnish to the ACO upon demand, evidence that demonstrates the required control of said aircraft. The Contractor shall not part with control of any aircraft accepted by AMC and listed in Columns II and III of Attachment 2, unless the loss of control is beyond the control of the Contractor, such as aircraft accident, or the Contracting Officer, at his option, has agreed to the substitution in Columns II and III, of other acceptable CRAF aircraft and has accomplished such substitution by Change Order. Examples of failure to maintain control within the intent of this paragraph are failure to retain United States registry, leasing of aircraft to foreign carriers, dry leasing of aircraft to U.S. airlines or aircraft operators not possessing a temporary or permanent certificate issued by the Civil Aeronautics Board or its successor and removal of aircraft from active utilization (in storage, out of service or parked) and not flyable for reasons other than maintenance repair or overhaul. Aircraft temporarily removed from active utilization that are mission capable within 24 hours as required by subparagraph 4.6.1.8 above, are considered to meet the control requirements of this contract. The parties agree that failure of the Contractor to maintain control of any aircraft listed in Columns II and III, unless loss of the control is beyond the control of the Contractor, such as aircraft accident, or approved by the Contracting Officer, will constitute failure "to have a currently existing capability to perform airlift called for," and will justify termination of this contract under the clause in FAR 52.212-4(m), or exercise the government's rights under paragraph 15, page 15, "Contractor's Failure to Provide Service," AMCFARS 5352.247-1002. The Contractor shall give prompt notice to the Contracting Officer of any relinquishment of control of aircraft allocated to CRAF.

4.6.3. Technical Assistance in Support of the CRAF.

4.6.3.1. Assistance to be provided: Upon receipt of a modification from the Contracting Officer, the Contractor shall furnish to the government, technical advice and information designed to provide maximum coordination, expedition, efficiency and effectiveness in the utilization of the CRAF. Such technical advice shall consist of the furnishing of technical personnel to participate in meetings and exercises and preparing or assisting in the preparation of informational material, including but not limited to manuals, documents, listings, reports, specifications and other data, as required. It is expressly understood and agreed that all information, assistance, and advice to be provided to the Government by the Contractor hereunder shall be solely of an advisory or consulting nature and this agreement does not contemplate, require or authorize any agreement between the Contractor and other air carriers which may have similar agreements with the Government.

4.6.3.2. Completion of Assistance. Modifications issued under the provisions of subparagraph 4.6.3.1., involving the preparation of informational material such as manuals, documents, listings, reports, specifications and other data, shall contain a date for completion of the assistance called for thereunder which represents a current estimate of the time reasonably required to provide the assistance. The Contractor will be paid for assistance performed hereunder at prices established by negotiation between the Contractor and Contracting Officer pursuant to FAR 52.212-4(c).

4.6.4. Aircraft Offered to CRAF.

4.6.4.1. Aircraft offered for Stage II are also offered for Stage III.

4.6.4.2. Aircraft leased without crews (dry lease) to foreign carriers or to U.S. Airlines or aircraft operators not possessing a temporary or permanent certificate issued by the DOT will not be accepted for any mobilization base level. Aircraft leased with crews (wet lease) to foreign carriers will be considered for AMC mobilization base acceptance from the lessor only if they retain United States registry and the leases contain recapture provisions which are satisfactory to AMC and enable the offering carrier to recover the aircraft in the event of CRAF activation. Wet leases to foreign carriers must be approved by SAF/ACQ. Aircraft wet leased to other U.S. carriers with AMC fixed buy or call contracts will be considered for contract performance by the lessor only if the leases contain recapture provisions satisfactory to AMC enabling the offering carrier to recover the aircraft in the event of CRAF activation. Aircraft wet leased to other U.S. carriers with AMC fixed buy or call contracts will not be considered for contract performance by the lessee. Aircraft dry leased to other U.S. carriers with AMC fixed buy or call contracts will be considered for AMC mobilization base acceptance from the lessee only if the lease does all of the following: (a) gives the lessee exclusive control of the aircraft for the entire contract period and the period covered by the FAR 52.2 17-8; (b) provides that, in the event that the CRAF is activated during the period of the lease, then the lease shall be extended for so long as the CRAF remains activated and for up to six months thereafter, unless AMC has directed the lessee to return the aircraft to the lessor; (c) specifies that the lessor shall not offer the aircraft for AMC mobilization base acceptance for any contract year during the life of the lease that the aircraft is being offered by the lessee.

4.7. LEASING AGREEMENTS

4.7.1. The aircraft listed in Attachment 2 to this Solicitation must be of United States registry, suitable for CRAF allocation and must be subject to the contractor's control as of the date of its offer, except that the listing may include CRAF-allocable aircraft for which the offer has firm and fixed purchase contracts, firm lease purchase contracts or firm leases and which are scheduled for delivery to the offeror prior to the contract start date. The aircraft listed in Attachment 2 must be exclusive of those the offeror (1) is offering under the AMC Solicitations for Long Range International, Short Range International, Aeromedical Evacuation, and/or Domestic Services, or (2) has committed to other FY 04 CRAF contracts for air transportation.

4.7.2. Offeror must be prepared to demonstrate by evidence of ownership, lease arrangements or lease purchase agreements that the aircraft identified by FAA registration number under Attachment 2 (or any replacement aircraft satisfactory to the Air Force) are, as of the date of this offer, subject to its control and that the duration of this control is sufficient to cover the term of the commitment. Proof of aircraft control (lease arrangements or lease purchase agreements) will be furnished at time of proposal submission. An option to lease or purchase aircraft will not satisfy this control requirement. Control of aircraft will not be considered satisfactory if the lease or lease purchase agreement merely grants the right to the lessee to use subject to termination at will by the lessor or lessee. However, leases or agreements may be subject to cancellation and withdrawal of the aircraft if the lessee willfully breaches or fails to make rental or purchase payments. Attention is invited to the Statement of Work, paragraph 4.6.2., with regard to the acceptance priority of aircraft on lease where the offeror is the lessor and the exclusion from acceptance of aircraft that have been removed from active daily utilization.

Contractor shall submit with its offer a Statement of Offeror's Counsel dated as of the offer submission date as follows:

STATEMENT OF LEASE CONFORMANCE

I, _____, attorney for _____ have examined the leasing agreement for Aircraft Manufacturing Number _____, Serial Number _____ which agreement is dated _____ by and between _____. An examination of the leasing agreement reveals no provision which would permit another air carrier to simultaneously claim CRAF credit for this same aircraft under the terms of this lease. Said leasing agreement provides the following:

ATTACHMENT 2

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(1) The subject aircraft is US registered and is to remain so during the lease;

(2) That _____ (Offeror) has exclusive control of the aircraft for the entire period of the contract, including the period for the 6-month option;

(Alternative: The lease expires on _____. The offeror has a unilaterally exercisable right to [renew the lease under the terms reflected in this statement for the remaining period of the contract, including the period for the 6- month option] [purchase the aircraft], and intends to do so. A statement reflecting that intent is attached.

(3) That _____ (Offeror) may transfer possession of the aircraft to the Government during periods of CRAF activation;

(4) That the lessor has no contractual right to default except for breaches spelled out in Section of the lease; and

(5) That the leasing agreement includes a provision providing the lessee control of the aircraft, in the event of a CRAF activation, the entire period of the activation plus up to six (6) months thereafter.

Firm _____
Name _____
Title _____
Date of Execution _____

NOTE: In lieu of a separate statement for each aircraft lease, an attachment to the statement may be submitted, which lists the aircraft manufacturing number, serial number, agreement date, period of the lease, and the parties to the agreement, provided that the statement clearly and unequivocally applies to each one of the aircraft so listed and is properly executed.

This entire statement including all seven subparagraphs, must be executed and is mandatory for all leasing agreements. If the alternative in paragraph 2 of the lease conformance statement is used, a signed copy of the following statement must be included:

STATEMENT OF OFFEROR REGARDING LEASE RENEWAL/PURCHASE

The lease on aircraft _____ expires _____. The offeror has, and intends to exercise on or before the expiration of the current lease, [a unilateral right to renew the lease under its existing terms] [a unilateral right to purchase the aircraft].

The offeror recognizes and agrees that failure to [renew the lease on its existing terms on or before expiration] [purchase the aircraft on or before expiration of the lease] will constitute contractor failure to maintain control over the aircraft as required by Paragraph 4.6.2 of the contract.

Official Authorized to Bind Offeror

Date

4.7.3. Prior to award and upon request, the offeror shall furnish evidence to the Contracting Officer that demonstrates the offeror has the required control during the contract period, including any extension as described in paragraph 4.6.2., over the aircraft listed in Columns II and III of Attachment 2, to the extent necessary to assure the offeror's ability to meet his obligations under paragraph 4.6.

4.7.4. All aircraft offered for contract performance shall be currently in service or capable of being positioned where requested by the Government within 24 hours (48 hours for Stage III) after receipt of request for airlift and are operated under Part 121 of the Federal Aviation Regulations (FARs) (see paragraph 4.6.1.). Aircraft removed from active daily utilization, or that are in storage or out of service, will not be accepted for any stage.

ATTACHMENT 2

4.8. CRAF ALTERNATE LANDING PERMIT

4.8.1. Upon issuance of an approved CRAF Alternate landing permit, CRAF contractors are authorized to use service-approved DOD airfields as weather alternates and as technical stops that are necessary due to rerouting or diversion.

4.8.2. The following conditions apply to weather alternates: carriers may include approved weather alternates in their filed flight plans; carriers may refuel and change crews; and carriers shall not enplane or deplane passengers or cargo without approval by the installation commander.

4.8.3. The following conditions apply to technical stops: Carriers shall not include technical stops in the filed flight plans; carriers may only refuel, change crews, and perform minor maintenance; and carriers shall not enplane or deplane passengers or cargo without approval by the installation commander.

4.8.4. To obtain a CRAF Alternate landing permit, a carrier must submit DD Forms 2400, 2401 and 2402 (see Paragraph 1.14.) to the appropriate service approval authorities listed below in sufficient time to allow approval by these authorities prior to contract award. These forms are in addition to the forms submitted to the contracting officer to obtain landing permits to perform the missions specified in Section B of this solicitation.

4.8.4.1. Air Force: HQ USAF/XOO-CA, 1480 Air Force, Pentagon, Room 4D1010, Washington, DC 20330-1480.

4.8.4.2. Army: Director, USAASA, Attn: ATAS-AS, Bldg. 1466, 9325 Gunston Rd., Suite N3 19, Ft. Belvoir, VA 22060-5582.

4.8.4.3. Navy: Commander, Naval Facilities Engineering Command, Code REAT, Washington Navy Yard, 1322 Patterson Ave., S.E., Suite 1000, Washington, DC 20374-5065.

The appropriate service approval authority will provide landing permits for approved airfields to the carriers, and the contracting officer, upon notice of such approval, will include the list of approved airfields in the contract.

4.8.4.4. A carrier may submit permit applications for all airfields presently authorized by the services as weather alternate for scheduled carriers and for other airfields. Approval authorities, in their discretion, may issue landing permits for all, some, or none of the airfields applied for by a particular carrier.

4.9. AIR CARRIER INSURANCE REQUIREMENTS

4.9.1. 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 a financially and legally responsible insurance company or companies minimum insurance coverage as set forth below:

4.9.1.1. 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 seventy-five percent (75%) of the number of passenger positions.

4.9.1.2. 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.

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

4.9.1.4. 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.

4.9.1.5. 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.

4.9.2. The contractor will provide written verification of insurance to arrive at USTRANSCOM/TCAQ-R, 508 Scott Drive, Scott AFB IL 62225-5357 prior to the contract award. The Contractor will expressly verify that (i) its insurance coverage meets all the requirements of this paragraph and (ii) that all policies providing coverage under this paragraph 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.

4.9.3. In the event of cancellation or material change in policy coverage, thirty (30) days prior written notice shall be given to the PCO at the address in paragraph 4.9.2 above.

4.10. BILLETING AND MESSING

4.10.1. 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 CA. 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:

4.10.1.1. 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.

4.10.2. 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 CA. 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.

4.10.3. 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 CA. 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.

4.10.4. Contractor may be required to remove aircraft from unloading position on the ramp to designated parking area with such time as required by the local commander after unloading operations are completed. Reimbursement for the government furnished services and/or equipment will be made in accordance with the applicable regulations of the government installation involved.

4.10.4. 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.

4.11. NOTICES AND REPORTS

4.11.1. Notice of Accidents — AMC Missions. When a contractor's aircraft is involved in an accident or incident in support of an AMC mission and 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, Illinois, telephone (618) 229-0360. On the next business day, notification must also be made to the contracting officer, USTRANSCOM/TCAQ-R, Scott AFB IL (618) 229-2485.

4.11.1.1. Carrier and trip number.

4.11.1.2. Aircraft type and number.

4.11.1.3. Date and time of the accident.

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

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

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

4.11.1.7. Number of injured and fatalities aboard the aircraft.

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

4.11.2. Notice of Accidents — Non-AMC Missions. When contractor's aircraft is involved in an accident or incident in support of a non-AMC mission, and as defined in 49 CFR, Part 830, the contractor will transmit the information in paragraph 4.11.1 above by the most expeditious means available on the next business day to HQ AMC/A3B, Scott AFB IL (618) 229-4801 or 4343.

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

4.11.4. DOD Casualties. In cases where a death occurs on a Contractor's aircraft, the following information shall be furnished via telephone to the numbers listed below: Name, Social Security Number (SSN), 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:

U.S. Army: (800) 626-3317 U.S.

Navy: (800) 368-3202

U.S. Marines: (800) 847-1597 U.S.

Air Force: (800) 433-0048

Coast Guard (USCG): Atlantic Area Op's Center: (757) 398-6390 (accidents east of Mississippi) Pacific Area Ops Center: (510) 437-3701 (accidents west of Mississippi)

4.11.5. A faxed informational copy shall be provided to USTRANSCOM/TCAQ-R, (618) 256-2804 and TACC, ATTN: Emergency Action Cell (618) 229-0153.

4.11.6. 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/A3B, 402 Scott Drive, Unit 3A1, Scott AFB IL 62225-5302.

NOTE: Data furnished pursuant to this paragraph 4.11.6 may be utilized by the U.S. Government or its representatives for any matter related to this contract.

4.11.7. Semiannual Personnel Security Clearance. The purpose of this report is to provide an updated accounting of flight crew members possessing a security clearance of "SECRET." On 1 October and 1 April of each fiscal year, contractors will submit to HQ AMC/A3BF, Scott AFB IL 62225-5302 an alphabetical listing of flight crew member's full name and social security number. Additionally, the names of crew members cleared in the interim, between reports, will be reported to HQ AMC/A3BF, via message, immediately after clearance is received from the servicing Defense Security Service.

4.12. METHOD OF MEASURING DISTANCE

4.12.1. Where a flight must be flown between points not included on page 4 of the Schedule, distances will be determined by the use of GCSMs as computed and furnished by the Commercial Operations Integrated System (COINS).

4.12.2. Due to adverse weather conditions, a flight could be diverted or put in a holding pattern; payment will be calculated by multiplying flight time minutes times the block speed of the aircraft (provided by the contractor in LIST OF AIRCRAFT paragraph on page 7), divided by 60 then multiplied times the unit price. Flight time minutes shall be computed from block out to block in. Payment will then be made in accordance with page 2, paragraph 3a, of the contract.

4.13. SUBMISSION OF COLLECTIVE BARGAINING AGREEMENTS

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

4.14. AIRFIELD SUITABILITY AND RESTRICTIONS/CERTIFICATION AIRFIELDS

4.14.1. 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) 229-3312
FAX: (618) 256-2019

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

4.14.3. For online airfield information from the military access only website for airfield suitability and restrictions, contract carriers must contact AMC/A3BF at (618) 229-1751.

4.14.4. 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@hg.afis.osd.mil
Website: <http://afishp6.afis.osd.mil/dodirnaverv/davis>

4.14.5. This contract requires that at least one pilot member of an aircrew, 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.

4.14.6. 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.

4.15. ORDERS

The contracting officer will issue task orders for the air transportation services shown in the Schedule pages 4 - 6. Schedules will be provided by the 3rd LRS/LGTT in accordance with the Statement of Work, paragraph 1.15.

4.16. 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.

4.17. PERFORMANCE OF SERVICE DURING CRISIS DECLARED BY THE PRESIDENT OR SECRETARY OF DEFENSE OR OVERSEAS COMBATANT COMMANDER

4.17.1. In the event of a declared crisis, the Contractor is not relieved from the requirements of this contract. The contractor providing services designated as essential by 611th ASUS/LRT is expected to use all means at its disposal to continue to provide services, in accordance with the terms and conditions of the contract during periods of crisis, or until appropriately released by USTRANSCOM/TCAQ-R.

4.18. FACILITY CLEARANCE REQUIREMENTS

The Air Force Supplement to the Federal Acquisition Regulation, 5352.215-9000 requires the offeror to possess or acquire prior to award of a contract, a facility clearance equal to the highest classification stated on the Contract Security Classification Specification (DD Form 254).

DOD Industrial Security Regulation 5220.22-R, para 2-1 16A provides guidance for processing a facility clearance. The National Industrial Security Program Operating Manual (NISPOM) requires, at a minimum, the company senior management person and the Facility Security Officer (FSO) of the offeror to possess a security clearance equal to the requirements as stated.

In addition to the security clearance required in the NISPOM, this contract requires the CRAF Mobilization Representative, selected Operations Dispatchers, and any persons involved in CRAF planning and execution to possess a security clearance of SECRET.

4.19. CIVIL RESERVE AIR FLEET (CRAF)

CRAF eligible carriers are only FAR Part 121 certificated carriers with international over water or domestic only capability. FAR Part 121 carriers not eligible to execute a CRAP contract solely due to the type of aircraft operated, will be certified as not eligible and receive a CERTIFICATE OF TECHNICAL INELIGIBILITY. For a copy of the CRAF requirements, information concerning the CRAF Program and certificate of ineligibility contact:

Civil Reserve Air Fleet
HQ AMC/A3BF
402 Scott Drive Unit 3A1
Scott AFB IL 62225-53 02
Phone: (618) 229-1751

5. APPENDICES

5.1. ACRONYMS/ABBREVIATIONS

ACL Allowable Cabin Load ACO Administrative Contracting Officer

AFB Air Force Base

AFFARS Air Force FAR Supplement

AFT Air Force Instruction

AFM Air Force Manual

AGE Aerospace Ground Equipment

AMC Air Mobility Command

AMCC 732 AMSS/AMCC, Elmendorf AFB AK

AMCFARS Air Mobility Command FAR Supplement

APU Auxiliary Power Unit

AQP Airport Qualification Program

AVGAS Aviation Gasoline

CA Contract Administrator

CCR Central Contractor Registration

CFR Code of Federal Regulations

CLIN Contract Line Item Number

COINS Commercial Operations Integrated System

COR Contracting Officer's Representative

CRAF Civil Reserve Air Fleet

CSS Chief Servicing Supervisor

DAFIF Digital Aeronautical Flight Information File

DFARS DOD FAR Supplement

DAVIS Defense Audio Visual Information Services

DD Department of Defense Form

DESC Defense Energy Support Center

DFAS Defense Finance and Accounting Service

DIGS Designated Industry Groups

DOD Department of Defense

DOT Department of Transportation

ETA Estimated Time of Arrival

FAA Federal Aviation Administration

FAR Federal Acquisition Regulation

FAR Federal Aviation Regulation

FLIP Flight Information Publication

GAO General Accounting Office

GCSM Great Circle Statute Mile

GMT Greenwich Mean Time

HQ Headquarters

HRS Hours

IFR Instrument Flight Rules

IRS Internal Revenue Service

LOX Liquid Oxygen

MOBREP Mobilization Representative

MTMC Military Traffic Management Command

NAFTA North American Free Trade Agreement

NAICS North American Industry Classification System

NLT No/Not Later Than

PFPS Portable Flight Planning Software

PL Public Law

QAE Quality Assurance Evaluator

RFP Request for Proposal

SCR Supervisory Contractor Representative

SECDEF Secretary of Defense

SF Standard Form

SOW Statement of Work

SPR Single Point Refueling

SUBCLIN Sub Contract Line Item Number

TACC Tanker Airlift Control Center

TAG Technical Advisory Group

TIN Taxpayer Identification Number

TO Technical Order

USA United States Army

USAF United States Air Force

USC United States Code

USCG United States Coast Guard

USMC United States Marine Corps

USN United States Navy

USTRANSCOM United States Transportation Command

VHF Very High Frequency

5.2. DEFINITIONS

Calendar Day. The time from midnight to midnight.

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

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, Dec 25.

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.

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

ATTACHMENT 2

AIRCRAFT ALLOCATED TO THE CIVIL RESERVE AIR FLEET (CRAF)

The following aircraft (model/series and tail numbers) are committed by the Contractor to the stages indicated:

<u>COLUMN II</u> <u>(STAGE II)</u>	<u>COLUMN III</u> <u>(STAGE III)</u>
DC-6A N43872	DC-6A N43872
DC.6A N2907F	DC-6A N2907F
B727-100 930FT	B727-100 930FT
B727-100 992AJ	B727-100 992AJ

ATTACHMENT 4

DEPARTMENT OF LABOR WAGE DETERMINATION

WD 95-0222 (Rev.-21) was first posted on www.wdol.gov on 06/05/2007

Aerial Photographers/Seeding/Spraying

REGISTER OF WAGE DETERMINATIONS UNDER ³ U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT ³ EMPLOYMENT STANDARDS
 ADMINISTRATION

By direction of the Secretary of Labor

³ WAGE AND HOUR DIVISION

ATTACHMENT 2

3 WASHINGTON, D.C. 20210
3

William W. Gross
Director

Division of Wage 3
Determinations 3
3

Wage Determination No: 1995-0222
Revision No: 21
Date Of Revision: 05/29/2007

Nationwide: Applicable in the continental U.S. Alaska, Puerto Rico, Hawaii and Virgin Islands. wa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin. NORTHEAST REGION: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont.
SOUTHERN REGION: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia.
WESTERN REGION: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming. Michigan City, IL-IN-WI
Cincinnati Area: Cincinnati-Middletown-Wilmington, OH-KY-IN
Cleveland Area: Cleveland-Akron-Elyria, OH
Columbus Area: Columbus-Marion-Chillicothe, OH
Dallas Area: Dallas-Fort Worth, Texas
Dayton Area: Dayton-Springfield-Greenville, OH
Denver Area: Denver-Aurora-Boulder, CO
Detroit Area: Detroit-Warren-Flint, MI
Hartford Area: Hartford-West Hartford-Willimantic, CT-MA
Houston Area: Houston-Baytown-Huntsville, TX
Huntsville Area: Huntsville-Decatur, AL
Indianapolis Area: Indianapolis-Anderson-Columbus, IN
Los Angeles Area: Los Angeles-Long Beach-Riverside, CA
Miami Area: Miami-Fort Lauderdale-Miami Beach, FL
Milwaukee-Racine-Waukesha, WI
Minneapolis Area: Minneapolis-St. Paul-St. Cloud, MN-WI
New York Area: New York-Newark-Bridgeport, NY-NJ-CT-PA
Philadelphia Area: Philadelphia-Camden-Vineland, PA-NJ-DE-MD
Phoenix Area: Phoenix-Mesa-Scottsdale, AZ
Pittsburgh Area: Pittsburgh-New Castle, PA
Portland Area: Portland-Vancouver-Beaverton, OR-WA
Raleigh Area: Raleigh-Durham-Cary, NC
Richmond Area: Richmond, VA
Sacramento Area: Sacramento-Arden-Arcade-Truckee, CA-NV
San Diego Area: San Diego-Carlsbad-San Marcos, CA
San Jose Area: San Jose -San Francisco-Oakland, CA
Seattle Area: Seattle-Tacoma-Olympia, WA
Washington, DC Area: Washington-Baltimore-Northern Virginia, DC-MD-PA-VA-WV

****Fringe Benefits Required Follow the Occupational Listing****

Employed on U.S. Government contracts for aerial photographer, aerial seeding, aerial spraying, transportation of personnel and cargo, fire reconnaissance, administrative flying, fire detection, air taxi mail service, and other flying services.

EXCEPT SCHEDULED AIRLINE TRANSPORTATION AND LARGE MULTI-ENGINE AIRCRAFT SUCH AS THE B-727, DC-8, AND THE DC-9.

ATTACHMENT 2

Page 1 of 1

OCCUPATION CODE -	TITLE	MINIMUM WAGE RATE
(not set) -	Aerial Photographer	11.39
(not set) -	First Officer (Co-Pilot)	20.77
31010 -	Airplane Pilot	22.81

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$1.37 per hour, or \$54.80 per week, or \$237.47 per month hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$3.16 per hour.

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition.

These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee

where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS ****

Aerial Photographer

The aerial photographer must be skilled in reading flight maps, capable of assisting the pilot to adhere to flight lines, be able to level and operate a cartographic camera and its auxiliary equipment mounted in the aircraft so that the photographs that are taken will have the required forward lap and side lap for use in photogrammetric mapping equipment, and possess a working knowledge of aerial films and camera filters to insure proper exposure of the films.

First Officer (Co-Pilot)

Is second in command of commercial airplane and its crew while transporting passengers, mail, or other cargo on scheduled or nonscheduled flights. Assists or relieves an airline captain in operating the controls of an airplane; monitoring flight and engine instruments; and maintaining air-to-ground communications.