

**UNITED STATES TRANSPORTATION COMMAND
(USTRANSCOM)**

**Contract No. FA4428-04-D-0032
Small Plane Air Courier Service**

Awarded to Barry Aviation Incorporated

24 August 2004

fill
release
off

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

2. CONTRACT NO. FA4428-04-D-0032		3. AWARD/EFFECTIVE DATE See Block 31c		4. ORDER NUMBER		1. REQUISITION NUMBER MRQDC90509300		PAGE 1 OF 48	
7. FOR SOLICITATION INFORMATION CALL:				a. NAME Mary Deutschmann		5. SOLICITATION NUMBER FA4428-04-R-0002		8. SOLICITATION ISSUE DATE 02/Apr/2004	
9. ISSUED BY HQ AMC/A34YAS 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302				CODE FA4428		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISAV. BUSINESS <input type="checkbox"/> B(A) SIC: 481211 SIZE STANDARD: 1300		11. DELIVERY FOR DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
15. DELIVER TO CODE				CODE FA4428		16. ADMINISTERED BY HQ AMC/A34YAS 402 Scott Dr., Unit 3A1 Scott AFB, IL 62225-5302		12. DISCOUNT TERMS	
17a. CONTRACTOR/OFFEROR BERRY AVIATION INC 1807 AIRPORT DRIVE SAN MARCOS, TX. 78666				CODE 02A28		18a. PAYMENT WILL BE MADE BY DPAS-OM/PV P. O. BOX 7020 BELLEVUE, NE 680051920		CODE F25700	
TELEPHONE NO. (512) 353-2379				FACILITY CODE		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE	
		SEE CONTINUATION OF SF1449							
		(Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA Will be cited on Delivery Orders						26. TOTAL AWARD AMOUNT (For Govt. Use Only) (Estimated) \$3,214,216.55			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5, 52.212-6 ARE ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR IS ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>ONE</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 OFFER <input type="checkbox"/> DATED <input type="checkbox"/> 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 (b)(6)						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Jere A. Gainey			
30b. NAME AND TITLE OF SIGNER (b)(6)						30c. DATE SIGNED 8-19-04		31b. NAME OF CONTRACTING OFFICER JERE A. GAINAY Jere.Gainey@scott.af.mil	
						(618) 229-2483		31c. DATE SIGNED 24 Aug 04	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						33. SHIP NUMBER		34. VOUCHER NUMBER	
						<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE						32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
								37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER						41c. DATE		40. PAID BY	
						42a. RECEIVED BY (Print)			
						42b. RECEIVED AT (Location)			
						42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

SEE REVERSE FOR OMB CONTROL NUMBER AND
PAPERWORK BURDEN STATEMENT

STANDARD FORM 1449 (10-95)
Prescribed by GSA - FAR (48 CFR) 53.212

08-68

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

1. REQUISITION NUMBER
 NHQDCS0509300

PAGE 1 OF
 48

2. CONTRACT NO.
 FA4428-04-D-0032

3. AWARD/EFFECTIVE DATE
 See Block 31c

4. ORDER NUMBER

5. SOLICITATION NUMBER
 FA4428-04-R-0002

6. SOLICITATION ISSUE DATE
 02/Apr/2004

7. FOR SOLICITATION INFORMATION CALL:
 a. NAME
 Mary Deutschmann

b. TELEPHONE NUMBER (No collect calls)
 (618) 229-2486

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY
 HQ AMC/A34YAS
 402 Scott Dr., Unit 3A1
 Scott AFB, IL 62225-5302

CODE
 FA4428

10. THIS ACQUISITION IS
☐ UNRESTRICTED
☒ SET ASIDE: 100 % FOR
☒ SMALL BUSINESS
☐ SMALL DISAV. BUSINESS
☐ 8(A)
 SIC: 481211
 SIZE STANDARD: 1500

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
☐

13b. RATING

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO
 CODE

16. ADMINISTERED BY
 HQ AMC/A34YAS
 402 Scott Dr., Unit 3A1
 Scott AFB, IL 62225-5302

CODE
 FA4428

17a. CONTRACTOR/OFFEROR
 CODE
 0EA28

FACILITY CODE

BERRY AVIATION INC
 1807 AIRPORT DRIVE
 SAN MARCOS, TX. 78666

TELEPHONE NO. (512) 353-2379

18a. PAYMENT WILL BE MADE BY
 DFAS-OM/FV
 P. O. BOX 7020
 BELLEVUE, NE 680051920

CODE
 F25700

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
☒ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE CONTINUATION OF SF1449					
(Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA
 Will be cited on Delivery Orders

26. TOTAL AWARD AMOUNT (For Govt. Use Only) (Estimated)
 \$3,214,216.55

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE 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 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)

30b. NAME AND TITLE OF SIGNER

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER
 JERE A. GAINNEY (618) 229-2483
 Jere.Gainney@scott.af.mil

31c. DATE SIGNED

32a. QUANTITY IN COLUMN 21 HAS BEEN
☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

33. SHIP NUMBER
☐ PARTIAL ☐ FINAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT
☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

1. CONTINUATION OF THE SF 1449

a. **Block 17b.** If remittance is different, put such address in the Central Contractor Registration (CCR).

b. Block 18b. PAYMENT FOR CONTRACT SERVICES

(1) 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 in this contract.

(2) All invoices will be submitted using Wide Area Work Flow – Receipt and Acceptance (see Page 26, DFARS 252.232-7003, Electronic Submission of Payment Requests (DEC 2003)(10 U.S.C. 2227).

(3) When submitting invoices, the contractor shall segregate and itemize all costs by price per mile, must identify reimbursable expenses separately, and provide receipts for all expenses claimed.

(a) Should the Government cancel a scheduled flight after the Contractor's aircraft has already departed its home base enroute to position, or has already positioned for a scheduled flight when notice of cancellation is given, the Government shall reimburse the Contractor positioning and depositioning costs at the rate set forth in the SCHEDULE OF SUPPLIES/SERVICES.

(b) The contractor shall be reimbursed for food and lodging if required to remain overnight (RON) while performing this contract. Lodging and food shall not exceed the limits stated in Public Law 99-234 as provided in FAR 31.205-46(a)(2). Lodging and food arrangements are the Contractor's responsibility.

(c) Any Federal Transportation Taxes (reference Public Law 97-248, Tax Equity and Fiscal Responsibility Act of 1982) that the Contractor is required to pay in the performance of this contract shall be added to the Contractor's invoices as a separate item, and the Government shall reimburse the Contractor for the amount of such taxes.

(d) Landing fees will be reimbursed when a stop is directed by the Government to locations not listed in SCHEDULE OF SUPPLIES/SERVICES. Landing expenses incurred due to maintenance problems will not be reimbursed. Enclose a short description of the reason for the stop with an invoice listing the landing charge.

(e) For excess fuel cost, if applicable, the pilot's manifest must be attached.

1. Fuel Adjustments/Reimbursements. The purchase of fuel is the Contractor's responsibility. Not all government installations carry fuel, so there is no guarantee

fuel will be available for the Contractor's use. Purchases of DOD fuel will be in accordance with applicable regulations.

2. If the Contractor is unable to obtain fuel at the base price specified in the SCHEDULE OF SUPPLIES/SERVICES and is required to purchase fuel at a higher price, the contractor is authorized to receive a fuel costs adjustment. The government is authorized to receive an adjustment from the contractor if fuel is purchased at a price lower than the base price. Fuel reimbursements will be based on the burn rate(s) stated in the SCHEDULE OF SUPPLIES/SERVICES under the appropriate Contract Line Item Number (CLIN) and related option year CLINs, if applicable. The pilot's manifest which logs fuel costs adjustment is to be attached to each billing statement. To determine the amount of fuel used in the performance of this contract, multiply the fuel burn rate in the SCHEDULE OF SUPPLIES/SERVICES times the GCSMs flown.

3. The price of fuel used in determining amount of reimbursement is for product only and excludes all tax and accessorial charges. These charges are to be paid by the Contractor. This adjustment is for fuel used in performance of this contract only. (See Attachment 6 for Fuel Adjustment Example.)

c. **Continuation of Blocks 19-24.** Performance of this contract shall begin 1 Oct 04, or date of award if subsequent thereto. It shall continue through 30 Sep 05, (30 Sep 06 if Option Year One is exercised; 30 Sep 07 if Option Year Two is exercised; and 30 Sep 08 if Option Year Three is exercised) unless terminated or cancelled sooner under the provisions of this contract or unless extended pursuant to FAR 52.217-8. All flights in progress at midnight on the last day of the contract shall not be affected by the expiration of this contract.

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

FA4428-04-D-0032

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NAME OF OFFEROR OR CONTRACTOR

BERRY AVIATION INC

Cage Code: 0EA28

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE YEAR (1 OCTOBER 2004 THROUGH 30 SEPTEMBER 2005) COLORADO SPRINGS, CO				
0001AA	AIR TRANSPORTATION SERVICES FOR COURIER ROUTES IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT (PWS). THE MINIMUM QUANTITY TO BE ORDERED UNDER THIS ITEM IS 50% OF THE GREAT CIRCLE STATUTE MILES (GCSM) AS SHOWN UNDER THE MAXIMUM QUANTITY. SEE APPENDIX 2.1. FOR SPECIFIC ROUTE INFORMATION AND STRUCTURE.	Maximum 69,092	MI	\$4.40	Maximum \$304,004.80
0001AB	POSITIONING AND DEPOSITIONING. THESE COSTS WILL BE REIMBURSED WHEN A SCHEDULED MISSION IS CANCELLED AFTER THE PLANE HAS LEFT ITS BASE OF OPERATION. MILES WILL BE CALCULATED FROM THE ACTUAL POINT OF DEPARTURE PRICE PER GCSM TO THE DCS STATION AND RETURN TOTAL \$0 \$0				
0001AC	REIMBURSABLE EXPENSES. THE TOTAL ESTIMATED AMOUNT OF REIMBURSABLE EXPENSES (EXCESS FUEL COST, LANDING FEES AT LOCATIONS OTHER THAN THOSE LISTED, FEDERAL TRANSPORTATION TAXES, AND REMAIN OVERNIGHT (RON) EXPENSES) IS 15% OF SLIN 0001AA. THESE EXPENSES WILL BE REIMBURSED AT COST. TOTAL ESTIMATED AMOUNT OF CLIN 0001: \$349,605.80	NTE 45,601	DO	\$1.00	NTE \$45,601.00
0002	JACKSONVILLE, FL AND NORFOLK, VA.				
0002AA	AIR TRANSPORTATION SERVICES FOR COURIER ROUTES IN ACCORDANCE WITH THE PWS. THE MINIMUM QUANTITY TO BE ORDERED UNDER THIS ITEM IS 50% OF THE GCSM AS SHOWN UNDER THE MAXIMUM QUANTITY. SEE APPENDIX 2.2. FOR SPECIFIC ROUTE INFORMATION AND STRUCTURE.	Maximum 106,157	MI	\$5.28	Maximum \$560,508.96
0002AB	POSITIONING AND DEPOSITIONING. THESE COSTS WILL BE REIMBURSED WHEN A SCHEDULED MISSION IS CANCELLED AFTER THE PLANE HAS LEFT ITS BASE OF OPERATION. MILES WILL BE CALCULATED FROM THE ACTUAL POINT OF DEPARTURE PRICE PER GCSM TO THE DCS STATION AND RETURN TOTAL \$0 \$0				
0002AC	REIMBURSABLE EXPENSES. THE TOTAL ESTIMATED AMOUNT OF REIMBURSABLE EXPENSES (EXCESS FUEL COST, LANDING FEES AT LOCATIONS OTHER THAN THOSE LISTED, FEDERAL TRANSPORTATION TAXES, AND RON EXPENSES) IS 15% OF SLIN 0002AA. THESE EXPENSES WILL BE REIMBURSED AT COST. TOTAL ESTIMATED AMOUNT OF CLIN 0002: \$644,584.96	NTE 84,076	DO	\$1.00	NTE \$84,076.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

BERRY AVIATION INC

Cage Code: 0EA28

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	KELLY AFB, SAN ANTONIO, TX				
0003AA	AIR TRANSPORTATION SERVICES FOR COURIER ROUTES IN ACCORDANCE WITH THE PWS. THE MINIMUM QUANTITY TO BE ORDERED UNDER THIS ITEM IS 50% OF THE GCSM AS SHOWN UNDER THE MAXIMUM QUANTITY. SEE APPENDIX 2.3. FOR SPECIFIC ROUTE INFORMATION AND STRUCTURE.	Maximum 88,392	MI	\$4.67	Maximum \$412,790.64
0003AB	POSITIONING AND DEPOSITIONING. THESE COSTS WILL BE REIMBURSED WHEN A SCHEDULED MISSION IS CANCELLED AFTER THE PLANE HAS LEFT ITS BASE OF OPERATION. MILES WILL BE CALCULATED FROM THE ACTUAL POINT OF DEPARTURE TO THE DCS STATION AND RETURN PRICE PER GCSM TOTAL \$0 \$0				
0003AC	REIMBURSABLE EXPENSES. THE TOTAL ESTIMATED AMOUNT OF REIMBURSABLE EXPENSES (EXCESS FUEL COST, LANDING FEES AT LOCATIONS OTHER THAN THOSE LISTED, FEDERAL TRANSPORTATION TAXES, AND RON EXPENSES) IS 15% OF SLIN 0003AA. THESE EXPENSES WILL BE REIMBURSED AT COST. TOTAL ESTIMATED AMOUNT OF CLIN 0003: \$474,709.64	NTE 61,919	DO	\$1.00	NTE \$61,919.00
0004	OFFUTT AFB, NE				
0004AA	AIR TRANSPORTATION SERVICES FOR COURIER ROUTES IN ACCORDANCE WITH THE PWS. THE MINIMUM QUANTITY TO BE ORDERED UNDER THIS ITEM IS 50% OF THE GCSM AS SHOWN UNDER THE MAXIMUM QUANTITY. SEE APPENDIX 2.4. FOR SPECIFIC ROUTE INFORMATION AND STRUCTURE.	Maximum 75,072	MI	\$4.40	Maximum \$330,316.80
0004AB	POSITIONING AND DEPOSITIONING. THESE COSTS WILL BE REIMBURSED WHEN A SCHEDULED MISSION IS CANCELLED AFTER THE PLANE HAS LEFT ITS BASE OF OPERATION. MILES WILL BE CALCULATED FROM THE ACTUAL POINT OF DEPARTURE TO THE DCS STATION AND RETURN PRICE PER GCSM TOTAL \$0 \$0				
0004AC	REIMBURSABLE EXPENSES. THE TOTAL ESTIMATED AMOUNT OF REIMBURSABLE EXPENSES (EXCESS FUEL COST, LANDING FEES AT LOCATIONS OTHER THAN THOSE LISTED, FEDERAL TRANSPORTATION TAXES, AND RON EXPENSES) IS 15% OF SLIN 0004AA. THESE EXPENSES WILL BE REIMBURSED AT COST. TOTAL ESTIMATED AMOUNT OF CLIN 0004: \$379,864.80	NTE 49,548	DO	\$1.00	NTE \$49,548.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

PAGES

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NAME OF OFFEROR OR CONTRACTOR

BERRY AVIATION INC

Cage Code: 0EA28

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	MCGUIRE AFB, NJ				
0005AA	AIR TRANSPORTATION SERVICES FOR COURIER ROUTES IN ACCORDANCE WITH THE PWS. THE MINIMUM QUANTITY TO BE ORDERED UNDER THIS ITEM IS 50% OF THE GCSM AS SHOWN UNDER THE MAXIMUM QUANTITY. SEE APPENDIX 2.5. FOR SPECIFIC ROUTE INFORMATION AND STRUCTURE.	Maximum 51,402	MI	\$5.65	Maximum \$290,421.30
0005AB	POSITIONING AND DEPOSITIONING. THESE COSTS WILL BE REIMBURSED WHEN A SCHEDULED MISSION IS CANCELLED AFTER THE PLANE HAS LEFT ITS BASE OF OPERATION. MILES WILL BE CALCULATED FROM THE ACTUAL POINT OF DEPARTURE PRICE PER GCSM TO THE DCS STATION AND RETURN TOTAL \$0 \$0				
0005AC	REIMBURSABLE EXPENSES. THE TOTAL ESTIMATED AMOUNT OF REIMBURSABLE EXPENSES (EXCESS FUEL COST, LANDING FEES AT LOCATIONS OTHER THAN THOSE LISTED, FEDERAL TRANSPORTATION TAXES, AND RON EXPENSES) IS 15% OF SLIN 0005AA. THESE EXPENSES WILL BE REIMBURSED AT COST. TOTAL ESTIMATED AMOUNT OF CLIN 0005: \$333,984.30	NTE 43,563	DO	\$1.00	NTE \$43,563.00
0006	LOUISVILLE, KY				
0006AA	AIR TRANSPORTATION SERVICES FOR COURIER ROUTES IN ACCORDANCE WITH THE PWS. THE MINIMUM QUANTITY TO BE ORDERED UNDER THIS ITEM IS 50% OF THE GCSM AS SHOWN UNDER THE MAXIMUM QUANTITY. SEE APPENDIX 2.6. FOR SPECIFIC ROUTE INFORMATION AND STRUCTURE.	Maximum 70,892	MI	\$4.65	Maximum \$329,647.80
0006AB	POSITIONING AND DEPOSITIONING. THESE COSTS WILL BE REIMBURSED WHEN A SCHEDULED MISSION IS CANCELLED AFTER THE PLANE HAS LEFT ITS BASE OF OPERATION. MILES WILL BE CALCULATED FROM THE ACTUAL POINT OF DEPARTURE PRICE PER GCSM TO THE DCS STATION AND RETURN TOTAL \$0 \$0				
0006AC	REIMBURSABLE EXPENSES. THE TOTAL ESTIMATED AMOUNT OF REIMBURSABLE EXPENSES (EXCESS FUEL COST, LANDING FEES AT LOCATIONS OTHER THAN THOSE LISTED, FEDERAL TRANSPORTATION TAXES, AND RON EXPENSES) IS 15% OF SLIN 0006AA. THESE EXPENSES WILL BE REIMBURSED AT COST. TOTAL ESTIMATED AMOUNT OF CLIN 0006: \$379,094.80	NTE 49,447	DO	\$1.00	NTE \$49,447.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

BERRY AVIATION INC

Cage Code: 0EA28

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	TRAVIS AFB, CA AND NORTH ISLAND NAS, CA				
0007AA	AIR TRANSPORTATION SERVICES FOR COURIER ROUTES IN ACCORDANCE WITH THE PWS. THE MINIMUM QUANTITY TO BE ORDERED UNDER THIS ITEM IS 50% OF THE GCSM AS SHOWN UNDER THE MAXIMUM QUANTITY. SEE APPENDIX 2.7. FOR SPECIFIC ROUTE INFORMATION AND STRUCTURE.	Maximum 83,655	MI	\$6.75	Maximum \$564,671.25
0007AB	POSITIONING AND DEPOSITIONING. THESE COSTS WILL BE REIMBURSED WHEN A SCHEDULED MISSION IS CANCELLED AFTER THE PLANE HAS LEFT ITS BASE OF OPERATION. MILES WILL BE CALCULATED FROM THE ACTUAL POINT OF DEPARTURE TO THE DCS STATION AND RETURN PRICE PER GCSM TOTAL \$0 \$0				
0007AC	REIMBURSABLE EXPENSES. THE TOTAL ESTIMATED AMOUNT OF REIMBURSABLE EXPENSES (EXCESS FUEL COST, LANDING FEES AT LOCATIONS OTHER THAN THOSE LISTED, FEDERAL TRANSPORTATION TAXES, AND RON EXPENSES) IS 15% OF SLIN 0007AA. THESE EXPENSES WILL BE REIMBURSED AT COST. TOTAL ESTIMATED AMOUNT OF CLIN 0007: \$652,372.25 TOTAL ESTIMATED AMOUNT OF BASE YEAR: \$3,214,216.55	NTE 87,701	DO	\$1.00	NTE \$87,701.00
0008	OPTION YEAR ONE (1 OCTOBER 2005 THROUGH 30 SEPTEMBER 2006) COLORADO SPRINGS, CO (SEE CLIN 0001).				
0008AA	AIR TRANSPORTATION SERVICES. SEE SLIN 0001AA.	Maximum 69,092	MI	\$4.40	Maximum \$304,004.80
0008AB	POSITIONING AND DEPOSITIONING. THESE COSTS WILL BE REIMBURSED WHEN A SCHEDULED MISSION IS CANCELLED AFTER THE PLANE HAS LEFT ITS BASE OF OPERATION. MILES WILL BE CALCULATED FROM THE ACTUAL POINT OF DEPARTURE TO THE DCS STATION AND RETURN PRICE PER GCSM TOTAL \$0 \$0				
0008AC	REIMBURSABLE EXPENSES. THE TOTAL ESTIMATED AMOUNT OF REIMBURSABLE EXPENSES (EXCESS FUEL COST, LANDING FEES AT LOCATIONS OTHER THAN THOSE LISTED, FEDERAL TRANSPORTATION TAXES, AND RON EXPENSES) IS 15% OF SLIN 0008AA. THESE EXPENSES WILL BE REIMBURSED AT COST. TOTAL ESTIMATED AMOUNT OF CLIN 0008: \$349,605.80	NTE 45,601	DO	\$1.00	As Req'd NTE \$45,601.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

BERRY AVIATION INC

Cage Code: 0EA28

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	JACKSONVILLE, FL AND NORFOLK, VA. SEE CLIN 0002.				
0009AA	AIR TRANSPORTATION SERVICES. SEE SLIN 0002AA.	Maximum 106,157	MI	\$5.28	Maximum \$560,508.96
0009AB	POSITIONING AND DEPOSITIONING. THESE COSTS WILL BE REIMBURSED WHEN A SCHEDULED MISSION IS CANCELLED AFTER THE PLANE HAS LEFT ITS BASE OF OPERATION. MILES WILL BE CALCULATED FROM THE ACTUAL POINT OF DEPARTURE TO THE DCS STATION AND RETURN PRICE PER GCSM TOTAL \$0 \$0				
0009AC	REIMBURSABLE EXPENSES. THE TOTAL ESTIMATED AMOUNT OF REIMBURSABLE EXPENSES (EXCESS FUEL COST, LANDING FEES AT LOCATIONS OTHER THAN THOSE LISTED, FEDERAL TRANSPORTATION TAXES, AND RON EXPENSES) IS 15% OF SLIN 0009AA. THESE EXPENSES WILL BE REIMBURSED AT COST. TOTAL ESTIMATED AMOUNT OF CLIN 0009: \$644,584.96	NTE 84,076	DO	\$1.00	NTE \$84,076.00
0010	KELLY AFB, TX. SEE CLIN 0003.				
0010AA	AIR TRANSPORTATION SERVICES. SEE SLIN 0003AA.	Maximum 88,392	MI	\$4.67	Maximum \$412,790.64
0010AB	POSITIONING AND DEPOSITIONING. THESE COSTS WILL BE REIMBURSED WHEN A SCHEDULED MISSION IS CANCELLED AFTER THE PLANE HAS LEFT ITS BASE OF OPERATION. MILES WILL BE CALCULATED FROM THE ACTUAL POINT OF DEPARTURE TO THE DCS STATION AND RETURN PRICE PER GCSM TOTAL \$0 \$0				
0010AC	REIMBURSABLE EXPENSES. THE TOTAL ESTIMATED AMOUNT OF REIMBURSABLE EXPENSES (EXCESS FUEL COST, LANDING FEES AT LOCATIONS OTHER THAN THOSE LISTED, FEDERAL TRANSPORTATION TAXES, AND RON EXPENSES) IS 15% OF SLIN 0010AA. THESE EXPENSES WILL BE REIMBURSED AT COST. TOTAL ESTIMATED AMOUNT OF CLIN 0010: \$474,709.64	NTE 61,919	DO	\$1.00	NTE \$61,919.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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9

NAME OF OFFEROR OR CONTRACTOR

BERRY AVIATION INC

Cage Code: 0EA28

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	OFFUTT AFB, NE. SEE CLIN 0004.				
0011AA	AIR TRANSPORTATION SERVICES. SEE SLIN 0004AA.	Maximum 75,072	MI	\$4.40	Maximum \$330,316.80
0011AB	POSITIONING AND DEPOSITIONING. THESE COSTS WILL BE REIMBURSED WHEN A SCHEDULED MISSION IS CANCELLED AFTER THE PLANE HAS LEFT ITS BASE OF OPERATION. MILES WILL BE CALCULATED FROM THE ACTUAL POINT OF DEPARTURE TO THE DCS STATION AND RETURN PRICE PER GCSM TOTAL \$0 \$0				
0011AC	REIMBURSABLE EXPENSES. THE TOTAL ESTIMATED AMOUNT OF REIMBURSABLE EXPENSES (EXCESS FUEL COST, LANDING FEES AT LOCATIONS OTHER THAN THOSE LISTED, FEDERAL TRANSPORTATION TAXES, AND RON EXPENSES) IS 15% OF SLIN 0011AA. THESE EXPENSES WILL BE REIMBURSED AT COST. TOTAL ESTIMATED AMOUNT OF CLIN 0011: \$379,864.80	NTE 49,548	DO	\$1.00	NTE \$49,548.00
0012	MCGUIRE AFB, NJ. SEE CLIN 0005.				
0012AA	AIR TRANSPORTATION SERVICES. SEE SLIN 0005AA.	Maximum 51,402	MI	\$5.65	Maximum \$290,421.30
0012AB	POSITIONING AND DEPOSITIONING. THESE COSTS WILL BE REIMBURSED WHEN A SCHEDULED MISSION IS CANCELLED AFTER THE PLANE HAS LEFT ITS BASE OF OPERATION. MILES WILL BE CALCULATED FROM THE ACTUAL POINT OF DEPARTURE TO THE DCS STATION AND RETURN PRICE PER GCSM TOTAL \$0 \$0				
0012AC	REIMBURSABLE EXPENSES. THE TOTAL ESTIMATED AMOUNT OF REIMBURSABLE EXPENSES (EXCESS FUEL COST, LANDING FEES AT LOCATIONS OTHER THAN THOSE LISTED, FEDERAL TRANSPORTATION TAXES, AND RON EXPENSES) IS 15% OF SLIN 0012AA. THESE EXPENSES WILL BE REIMBURSED AT COST. TOTAL ESTIMATED AMOUNT OF CLIN 0012: \$333,984.30	NTE 43,563	DO	\$1.00	NTE \$43,563.00

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NAME OF OFFEROR OR CONTRACTOR
BERRY AVIATION INC

Cage Code: 0EA28

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	LOUISVILLE, KY. SEE CLIN 0006.				
0013AA	AIR TRANSPORTATION SERVICES. SEE SLIN 0006AA.	Maximum 70,892	MI	\$4.65	Maximum \$329,647.80
0013AB	POSITIONING AND DEPOSITIONING. THESE COSTS WILL BE REIMBURSED WHEN A SCHEDULED MISSION IS CANCELLED AFTER THE PLANE HAS LEFT ITS BASE OF OPERATION. MILES WILL BE CALCULATED FROM THE ACTUAL POINT OF DEPARTURE TO THE DCS STATION AND RETURN PRICE PER GCSM TOTAL \$0 \$0				
0013AC	REIMBURSABLE EXPENSES. THE TOTAL ESTIMATED AMOUNT OF REIMBURSABLE EXPENSES (EXCESS FUEL COST, LANDING FEES AT LOCATIONS OTHER THAN THOSE LISTED, FEDERAL TRANSPORTATION TAXES, AND RON EXPENSES) IS 15% OF SLIN 0013AA. THESE EXPENSES WILL BE REIMBURSED AT COST. TOTAL ESTIMATED AMOUNT OF CLIN 0013: \$379,094.80	NTE 49,447	DO	\$1.00	NTE \$49,447.00
0014	TRAVIS AFB, CA AND NORTH ISLAND NAS, CA. SEE CLIN 0007.				
0014AA	AIR TRANSPORTATION SERVICES. SEE SLIN 0007AA.	Maximum 83,655	MI	\$6.75	Maximum \$564,671.25
0014AB	POSITIONING AND DEPOSITIONING. THESE COSTS WILL BE REIMBURSED WHEN A SCHEDULED MISSION IS CANCELLED AFTER THE PLANE HAS LEFT ITS BASE OF OPERATION. MILES WILL BE CALCULATED FROM THE ACTUAL POINT OF DEPARTURE TO THE DCS STATION AND RETURN PRICE PER GCSM TOTAL \$0 \$0				
0014AC	REIMBURSABLE EXPENSES. THE TOTAL ESTIMATED AMOUNT OF REIMBURSABLE EXPENSES (EXCESS FUEL COST, LANDING FEES AT LOCATIONS OTHER THAN THOSE LISTED, FEDERAL TRANSPORTATION TAXES, AND RON EXPENSES) IS 15% OF SLIN 0014AA. THESE EXPENSES WILL BE REIMBURSED AT COST. TOTAL ESTIMATED AMOUNT OF CLIN 0014: \$652,372.25 TOTAL ESTIMATED AMOUNT OF OPTION YEAR ONE: \$3,214,216.55	NTE 87,701	DO	\$1.00	NTE \$87,701.00

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NAME OF OFFEROR OR CONTRACTOR

BERRY AVIATION INC

Cage Code: 0EA28

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	OPTION YEAR TWO (1 OCTOBER 2006 THROUGH 30 SEPTEMBER 2007) COLORADO SPRINGS, CO (SEE CLIN 0001).				
0015AA	AIR TRANSPORTATION SERVICES. SEE SLIN 0001AA.	Maximum 69,092	MI	\$4.40	Maximum \$304,004.80
0015AB	POSITIONING AND DEPOSITIONING. THESE COSTS WILL BE REIMBURSED WHEN A SCHEDULED MISSION IS CANCELLED AFTER THE PLANE HAS LEFT ITS BASE OF OPERATION. MILES WILL BE CALCULATED FROM THE ACTUAL POINT OF DEPARTURE PRICE PER GCSM TO THE DCS STATION AND RETURN TOTAL \$0 \$0				
0015AC	REIMBURSABLE EXPENSES. THE TOTAL ESTIMATED AMOUNT OF REIMBURSABLE EXPENSES (EXCESS FUEL COST, LANDING FEES AT LOCATIONS OTHER THAN THOSE LISTED, FEDERAL TRANSPORTATION TAXES, AND RON EXPENSES) IS 15% OF SLIN 0015AA. THESE EXPENSES WILL BE REIMBURSED AT COST. TOTAL ESTIMATED AMOUNT OF CLIN 0015: \$349,605.80	NTE 45,601	DO	\$1.00	NTE \$45,601.00
0016	JACKSONVILLE, FL AND NORFOLK, VA. SEE CLIN 0002.				
0016AA	AIR TRANSPORTATION SERVICES. SEE SLIN 0002AA.	Maximum 106,157	MI	\$5.28	Maximum \$560,508.96
0016AB	POSITIONING AND DEPOSITIONING. THESE COSTS WILL BE REIMBURSED WHEN A SCHEDULED MISSION IS CANCELLED AFTER THE PLANE HAS LEFT ITS BASE OF OPERATION. MILES WILL BE CALCULATED FROM THE ACTUAL POINT OF DEPARTURE PRICE PER GCSM TO THE DCS STATION AND RETURN TOTAL \$0 \$0				
0016AC	REIMBURSABLE EXPENSES. THE TOTAL ESTIMATED AMOUNT OF REIMBURSABLE EXPENSES (EXCESS FUEL COST, LANDING FEES AT LOCATIONS OTHER THAN THOSE LISTED, FEDERAL TRANSPORTATION TAXES, AND RON EXPENSES) IS 15% OF SLIN 0016AA. THESE EXPENSES WILL BE REIMBURSED AT COST. TOTAL ESTIMATED AMOUNT OF CLIN 0016: \$644,584.96	NTE 84,076	DO	\$1.00	NTE \$84,076.00

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NAME OF OFFEROR OR CONTRACTOR

BERRY AVIATION INC

Cage Code: 0EA28

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	KELLY AFB, TX. SEE CLIN 0003.				
0017AA	AIR TRANSPORTATION SERVICES. SEE SLIN 0003AA.	Maximum 88,392	MI	\$4.67	Maximum \$412,790.64
0017AB	POSITIONING AND DEPOSITIONING. THESE COSTS WILL BE REIMBURSED WHEN A SCHEDULED MISSION IS CANCELLED AFTER THE PLANE HAS LEFT ITS BASE OF OPERATION. MILES WILL BE CALCULATED FROM THE ACTUAL POINT OF DEPARTURE TO THE DCS STATION AND RETURN PRICE PER GCSM TOTAL \$0 \$0				
0017AC	REIMBURSABLE EXPENSES. THE TOTAL ESTIMATED AMOUNT OF REIMBURSABLE EXPENSES (EXCESS FUEL COST, LANDING FEES AT LOCATIONS OTHER THAN THOSE LISTED, FEDERAL TRANSPORTATION TAXES, AND RON EXPENSES) IS 15% OF SLIN 0017AA. THESE EXPENSES WILL BE REIMBURSED AT COST. TOTAL ESTIMATED AMOUNT OF CLIN 0017: \$474,709.64	NTE 61,919	DO	\$1.00	NTE \$61,919.00
0018	OFFUTT AFB, NE. SEE CLIN 0004.				
0018AA	AIR TRANSPORTATION SERVICES. SEE SLIN 0004AA.	Maximum 75,072	MI	\$4.40	Maximum \$330,316.80
0018AB	POSITIONING AND DEPOSITIONING. THESE COSTS WILL BE REIMBURSED WHEN A SCHEDULED MISSION IS CANCELLED AFTER THE PLANE HAS LEFT ITS BASE OF OPERATION. MILES WILL BE CALCULATED FROM THE ACTUAL POINT OF DEPARTURE TO THE DCS STATION AND RETURN PRICE PER GCSM TOTAL \$0 \$0				
0018AC	REIMBURSABLE EXPENSES. THE TOTAL ESTIMATED AMOUNT OF REIMBURSABLE EXPENSES (EXCESS FUEL COST, LANDING FEES AT LOCATIONS OTHER THAN THOSE LISTED, FEDERAL TRANSPORTATION TAXES, AND RON EXPENSES) IS 15% OF SLIN 0018AA. THESE EXPENSES WILL BE REIMBURSED AT COST. TOTAL ESTIMATED AMOUNT OF CLIN 0018: \$379,864.80	NTE 49,548	DO	\$1.00	NTE \$49,548.00

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NAME OF OFFEROR OR CONTRACTOR
BERRY AVIATION INC

Cage Code: 0EA28

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	MCGUIRE AFB, NJ. SEE CLIN 0005.				
0019AA	AIR TRANSPORTATION SERVICES. SEE SLIN 0005AA.	Maximum 51,402	MI	\$5.65	Maximum \$290,421.30
0019AB	POSITIONING AND DEPOSITIONING. THESE COSTS WILL BE REIMBURSED WHEN A SCHEDULED MISSION IS CANCELLED AFTER THE PLANE HAS LEFT ITS BASE OF OPERATION. MILES WILL BE CALCULATED FROM THE ACTUAL POINT OF DEPARTURE PRICE PER GCSM TO THE DCS STATION AND RETURN TOTAL \$0 \$0				
0019AC	REIMBURSABLE EXPENSES. THE TOTAL ESTIMATED AMOUNT OF REIMBURSABLE EXPENSES (EXCESS FUEL COST, LANDING FEES AT LOCATIONS OTHER THAN THOSE LISTED, FEDERAL TRANSPORTATION TAXES, AND RON EXPENSES) IS 15% OF SLIN 0019AA. THESE EXPENSES WILL BE REIMBURSED AT COST. TOTAL ESTIMATED AMOUNT OF CLIN 0019: \$333,984.30	NTE 43,563	DO	\$1.00	NTE \$43,563.00
0020	LOUISVILLE, KY. SEE CLIN 0006.				
0020AA	AIR TRANSPORTATION SERVICES. SEE SLIN 0006AA.	Maximum 70,892	MI	\$4.65	Maximum \$329,647.80
0020AB	POSITIONING AND DEPOSITIONING. THESE COSTS WILL BE REIMBURSED WHEN A SCHEDULED MISSION IS CANCELLED AFTER THE PLANE HAS LEFT ITS BASE OF OPERATION. MILES WILL BE CALCULATED FROM THE ACTUAL POINT OF DEPARTURE PRICE PER GCSM TO THE DCS STATION AND RETURN TOTAL \$0 \$0				
0020AC	REIMBURSABLE EXPENSES. THE TOTAL ESTIMATED AMOUNT OF REIMBURSABLE EXPENSES (EXCESS FUEL COST, LANDING FEES AT LOCATIONS OTHER THAN THOSE LISTED, FEDERAL TRANSPORTATION TAXES, AND RON EXPENSES) IS 15% OF SLIN 0020AA. THESE EXPENSES WILL BE REIMBURSED AT COST. TOTAL ESTIMATED AMOUNT OF CLIN 0020: \$379,094.80	NTE 49,447	DO	\$1.00	NTE \$49,447.00

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NAME OF OFFEROR OR CONTRACTOR

BERRY AVIATION INC

Cage Code: 0EA28

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	TRAVIS AFB, CA AND NORTH ISLAND NAS, CA. SEE CLIN 0007.				
0021AA	AIR TRANSPORTATION SERVICES. SEE SLIN 0007AA.	Maximum 83,655	MI	\$6.75	Maximum \$564,671.25
0021AB	POSITIONING AND DEPOSITIONING. THESE COSTS WILL BE REIMBURSED WHEN A SCHEDULED MISSION IS CANCELLED AFTER THE PLANE HAS LEFT ITS BASE OF OPERATION. MILES WILL BE CALCULATED FROM THE ACTUAL POINT OF DEPARTURE TO THE DCS STATION AND RETURN PRICE PER GCSM TOTAL \$0 \$0				
0021AC	REIMBURSABLE EXPENSES. THE TOTAL ESTIMATED AMOUNT OF REIMBURSABLE EXPENSES (EXCESS FUEL COST, LANDING FEES AT LOCATIONS OTHER THAN THOSE LISTED, FEDERAL TRANSPORTATION TAXES, AND RON EXPENSES) IS 15% OF SLIN 0021AA. THESE EXPENSES WILL BE REIMBURSED AT COST. TOTAL ESTIMATED AMOUNT OF CLIN 0021: \$652,372.25 TOTAL ESTIMATED AMOUNT OF OPTION YEAR TWO: \$3,214,216.55	NTE 87,701	DO	\$1.00	NTE \$87,701.00
0022	OPTION YEAR THREE (1 OCTOBER 2007 THROUGH 30 SEPTEMBER 2008) COLORADO SPRINGS, CO (SEE CLIN 0001).				
0022AA	AIR TRANSPORTATION SERVICES. SEE SLIN 0001AA.	Maximum 69,092	MI	\$4.40	Maximum \$304,004.80
0022AB	POSITIONING AND DEPOSITIONING. THESE COSTS WILL BE REIMBURSED WHEN A SCHEDULED MISSION IS CANCELLED AFTER THE PLANE HAS LEFT ITS BASE OF OPERATION. MILES WILL BE CALCULATED FROM THE ACTUAL POINT OF DEPARTURE TO THE DCS STATION AND RETURN PRICE PER GCSM TOTAL \$0 \$0				
0022AC	REIMBURSABLE EXPENSES. THE TOTAL ESTIMATED AMOUNT OF REIMBURSABLE EXPENSES (EXCESS FUEL COST, LANDING FEES AT LOCATIONS OTHER THAN THOSE LISTED, FEDERAL TRANSPORTATION TAXES, AND RON EXPENSES) IS 15% OF SLIN 0022AA. THESE EXPENSES WILL BE REIMBURSED AT COST. TOTAL ESTIMATED AMOUNT OF CLIN 0022: \$349,605.80	NTE 45,601	DO	\$1.00	NTE \$45,601.00

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NAME OF OFFEROR OR CONTRACTOR

BERRY AVIATION INC

Cage Code: 0EA28

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	JACKSONVILLE, FL AND NORFOLK, VA (SEE CLIN 0002).				
0023AA	AIR TRANSPORTATION SERVICES. SEE SLIN 0002AA.	Maximum 106,157	MI	\$5.28	Maximum \$560,508.96
0023AB	POSITIONING AND DEPOSITIONING. THESE COSTS WILL BE REIMBURSED WHEN A SCHEDULED MISSION IS CANCELLED AFTER THE PLANE HAS LEFT ITS BASE OF OPERATION. MILES WILL BE CALCULATED FROM THE ACTUAL POINT OF DEPARTURE PRICE PER GCSM TO THE DCS STATION AND RETURN TOTAL \$0 \$0				
0023AC	REIMBURSABLE EXPENSES. THE TOTAL ESTIMATED AMOUNT OF REIMBURSABLE EXPENSES (EXCESS FUEL COST, LANDING FEES AT LOCATIONS OTHER THAN THOSE LISTED, FEDERAL TRANSPORTATION TAXES, AND RON EXPENSES) IS 15% OF SLIN 0023AA. THESE EXPENSES WILL BE REIMBURSED AT COST. TOTAL ESTIMATED AMOUNT OF CLIN 0023: \$644,584.96	NTE 84,076	DO	\$1.00	NTE \$84,076.00
0024	KELLY AFB, TX (SEE CLIN 0003).				
0024AA	AIR TRANSPORTATION SERVICES. SEE SLIN 0003AA.	Maximum 88,392	MI	\$4.67	Maximum \$412,790.64
0024AB	POSITIONING AND DEPOSITIONING. THESE COSTS WILL BE REIMBURSED WHEN A SCHEDULED MISSION IS CANCELLED AFTER THE PLANE HAS LEFT ITS BASE OF OPERATION. MILES WILL BE CALCULATED FROM THE ACTUAL POINT OF DEPARTURE PRICE PER GCSM TO THE DCS STATION AND RETURN TOTAL \$0 \$0				
0024AC	REIMBURSABLE EXPENSES. THE TOTAL ESTIMATED AMOUNT OF REIMBURSABLE EXPENSES (EXCESS FUEL COST, LANDING FEES AT LOCATIONS OTHER THAN THOSE LISTED, FEDERAL TRANSPORTATION TAXES, AND RON EXPENSES) IS 15% OF SLIN 0024AA. THESE EXPENSES WILL BE REIMBURSED AT COST. TOTAL ESTIMATED AMOUNT OF CLIN 0024: \$474,709.64	NTE 61,919	DO	\$1.00	NTE \$61,919.00

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NAME OF OFFEROR OR CONTRACTOR
BERRY AVIATION INC

Cage Code: 0EA28

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	OFFUTT AFB, NE (SEE CLIN 0004).				
0025AA	AIR TRANSPORTATION SERVICES. SEE SLIN 0004AA.	Maximum 75,072	MI	\$4.40	Maximum \$330,316.80
0025AB	POSITIONING AND DEPOSITIONING. THESE COSTS WILL BE REIMBURSED WHEN A SCHEDULED MISSION IS CANCELLED AFTER THE PLANE HAS LEFT ITS BASE OF OPERATION. MILES WILL BE CALCULATED FROM THE ACTUAL POINT OF DEPARTURE PRICE PER GCSM TO THE DCS STATION AND RETURN TOTAL \$0 \$0				
0025AC	REIMBURSABLE EXPENSES. THE TOTAL ESTIMATED AMOUNT OF REIMBURSABLE EXPENSES (EXCESS FUEL COST, LANDING FEES AT LOCATIONS OTHER THAN THOSE LISTED, FEDERAL TRANSPORTATION TAXES, AND RON EXPENSES) IS 15% OF SLIN 0025AA. THESE EXPENSES WILL BE REIMBURSED AT COST. TOTAL ESTIMATED AMOUNT OF CLIN 0025: \$379,864.80	NTE 49,548	DO	\$1.00	NTE \$49,548.00
0026	MCGUIRE AFB, NJ (SEE CLIN 0005).				
0026AA	AIR TRANSPORTATION SERVICES. SEE SLIN 0005AA.	Maximum 51,402	MI	\$5.65	Maximum \$290,421.30
0026AB	POSITIONING AND DEPOSITIONING. THESE COSTS WILL BE REIMBURSED WHEN A SCHEDULED MISSION IS CANCELLED AFTER THE PLANE HAS LEFT ITS BASE OF OPERATION. MILES WILL BE CALCULATED FROM THE ACTUAL POINT OF DEPARTURE PRICE PER GCSM TO THE DCS STATION AND RETURN TOTAL \$0 \$0				
0026AC	REIMBURSABLE EXPENSES. THE TOTAL ESTIMATED AMOUNT OF REIMBURSABLE EXPENSES (EXCESS FUEL COST, LANDING FEES AT LOCATIONS OTHER THAN THOSE LISTED, FEDERAL TRANSPORTATION TAXES, AND RON EXPENSES) IS 15% OF SLIN 0026AA. THESE EXPENSES WILL BE REIMBURSED AT COST. TOTAL ESTIMATED AMOUNT OF CLIN 0026: \$333,984.30	NTE 43,563	DO	\$1.00	NTE \$43,563.00

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NAME OF OFFEROR OR CONTRACTOR

BERRY AVIATION INC

Cage Code: 0EA28

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	LOUISVILLE, KY (SEE CLIN 0006).				
0027AA	AIR TRANSPORTATION SERVICES. SEE SLIN 0006AA.	Maximum 70,892	MI	\$4.65	Maximum \$329,647.80
0027AB	POSITIONING AND DEPOSITIONING. THESE COSTS WILL BE REIMBURSED WHEN A SCHEDULED MISSION IS CANCELLED AFTER THE PLANE HAS LEFT ITS BASE OF OPERATION. MILES WILL BE CALCULATED FROM THE ACTUAL POINT OF DEPARTURE TO THE DCS STATION AND RETURN PRICE PER GCSM TOTAL \$0 \$0				
0027AC	REIMBURSABLE EXPENSES. THE TOTAL ESTIMATED AMOUNT OF REIMBURSABLE EXPENSES (EXCESS FUEL COST, LANDING FEES AT LOCATIONS OTHER THAN THOSE LISTED, FEDERAL TRANSPORTATION TAXES, AND RON EXPENSES) IS 15% OF SLIN 0027AA. THESE EXPENSES WILL BE REIMBURSED AT COST. TOTAL ESTIMATED AMOUNT OF CLIN 0027: \$379,094.80	NTE 49,447	DO	\$1.00	NTE \$49,447.00
0028	TRAVIS AFB AND NORTH ISLAND NAS, CA (SEE CLIN 0007).				
0028AA	AIR TRANSPORTATION SERVICES. SEE SLIN 0007AA.	Maximum 83,655	MI	\$6.75	Maximum \$564,671.25
0028AB	POSITIONING AND DEPOSITIONING. THESE COSTS WILL BE REIMBURSED WHEN A SCHEDULED MISSION IS CANCELLED AFTER THE PLANE HAS LEFT ITS BASE OF OPERATION. MILES WILL BE CALCULATED FROM THE ACTUAL POINT OF DEPARTURE TO THE DCS STATION AND RETURN PRICE PER GCSM TOTAL \$0 \$0				
0028AC	REIMBURSABLE EXPENSES. THE TOTAL ESTIMATED AMOUNT OF REIMBURSABLE EXPENSES (EXCESS FUEL COST, LANDING FEES AT LOCATIONS OTHER THAN THOSE LISTED, FEDERAL TRANSPORTATION TAXES, AND RON EXPENSES) IS 15% OF SLIN 0028AA. THESE EXPENSES WILL BE REIMBURSED AT COST. TOTAL ESTIMATED AMOUNT OF CLIN 0028: \$652,372.25 TOTAL ESTIMATED AMOUNT OF OPTION YEAR THREE: \$3,214,216.55	NTE 87,701	DO	\$1.00	NTE \$87,701.00

2. LIST OF AIRCRAFT (Applicable to all contract periods.)

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. Additional contractor-owned or controlled aircraft may be added or deleted during the period of this contract only with the concurrence of the Contracting Officer and after the aircraft have been technically approved by the DOD Air Carrier Survey Team.

<u>TYPE</u> <u>AIRCRAFT</u>	<u>TAIL</u> <u>NUMBER</u>	<u>NUMBER</u> <u>PAX</u> <u>SEATS</u>	<u>EMPTY</u> <u>WEIGHT</u>	<u>MAXIMUM</u> <u>GROSS TAKE-OFF</u> <u>WEIGHT</u>	<u>FUEL</u> <u>BURN</u> <u>RATE *</u>
<i>SEE PAGE 18a</i>					

*** GALLONS USED PER GCSM**

3. FUEL

For the performance of this contract, the price of fuel is set at the base levels specified below. Contractors must attempt to acquire fuel at the least expensive price consistent with operational considerations. The contractor or the Government will be reimbursed for fuel adjustments in accordance with the Continuation of the SF 1449, Page 3, paragraph 1.b.(3)(e).

<u>TYPE FUEL</u>	<u>BASE PRICE</u>
JP8	\$.91
JP5	\$.93
AVGAS	\$ 1.10

Berry Aviation, Inc. Aircraft Listing as of April 30, 2004

TYPE AIRCRAFT	TAIL NUMBER	NUMBER PAX SEATS	EMPTY WEIGHT	MAXIMUM GROSS TAKEOFF WEIGHT	Fuel Burn Rate/(GCSM)
SA-227-AC	N27442	19	9038	14,500	.60
SA-227-AC	N227LC	19	9775	14,500	.60
SA-227-AC	N227LJ	19	9122	14,500	.60
SA-227-AC	N3114G	19	9257	14,500	.60
SA-227-AC	N691AX	19	9051	14,500	.60
SA-227-AC	N697AX	19	9197	14,500	.60
SA-227-AC	N680AX	19	9361	14,500	.60
SA-227-AC	N175SW	19	8829	14,500	.60
SA-227-AC	N373PH	19	8847	14,500	.60
SA-227-AC	N729C	19	9058	14,500	.60
SA-227-AC	N789C	19	8905	14,500	.60
SA-227-AC	N26959	19	9301	16,000	.60
SA-227-DC	N715MQ	19	9684	16,500	.60
SA-227-TT	N123LH	9	8708	13,230	.60
SA-227-TC	N226BA	3	8242	12,500	.60
SA-227-TC	N228AM	3	8019	12,500	.60
SA-227-TC	N323BA	3	7957	12,500	.60
SA-227-TC	N51GW	3	8088	12,500	.60
SA-227-TC	N54EA	3	8324	13,230	.60
SA-227-TC	N165BA	3	8214	12,500	.60
SA-227-AT	N202WS	9	9076	12,500	.60
DHC-6-300	N122SA	19	7677	12,500	.60
DHC-6-300	N331SA	19	7624	12,500	.60

CONTRACT CLAUSES

1. ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

Paragraph (a) entitled "Inspection/Acceptance" is tailored to read: "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 services that have been tendered for acceptance. The Government may require reperformance of nonconforming services at no increase in contract price. When the nonconforming services cannot be corrected by reperformance, the Government may –

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed. If the contractor fails to promptly perform acceptable services or to take the necessary action to ensure future performance is in conformity with contract requirements, the Government may by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service."

Paragraph (f) entitled "Excusable Delays" is tailored to include the following: "In the event of an excusable delay, management must make every effort to mitigate the effects of the delay and perform in accordance with the schedules established pursuant to this contract."

2. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUN 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (Aug 1996)(31 U.S.C 3553).

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

[Contracting Officer shall check as appropriate.]

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
____ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

- ___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- ___ (4) (i) 52.219-5, Very Small Business Set-Aside (June 2003)(Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ___ (ii) Alternate I (Mar 1999) of 52.219-5.
- ___ (iii) Alternate II (June 2003) of 52.219-5.
- X (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-6.
- ___ (iii) Alternate II (Mar 2004) of 52.219-6.
- ___ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- X (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- ___ (8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002)(15 U.S.C. 637 (d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- X (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
- ___ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (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).
- ___ (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- X (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (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).
- ___ (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) (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)).
- ___ (22) 52.225-1, Buy American Act—Supplies (June 2003)(41 U.S.C. 10a-10d).
- ___ (23) (i) 52.225-3, Buy American Act—Free Trade Agreement—Israeli Trade Act (Jan 2004)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.

- ___ (24) 52.225-5, Trade Agreements (June 2004)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (25) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (26) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).
- ___ (27) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).
- ___ (28) 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)).
- ___ (29) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (30) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).
- ___ (31) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).
- ___ (32) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
- ___ (33) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- ___ (34) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003)(46 U.S.C. 1241 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*

EMPLOYEE CLASS	MONETARY WAGE-FRINGE BENEFITS
Pilot GS-2181-11	\$23.09
Co-Pilot GS-2181-10	\$21.01

- 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 (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)(41 U.S.C. 351, *et seq.*).
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(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 (May 2004)(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 \$500,000 (\$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 (Apr 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 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.

3. ADDENDUM TO FAR 52.212-5 OTHER APPLICABLE CLAUSES INCORPORATED BY REFERENCE OR FULL TEXT (JUN 2004)

a. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:
<http://farsite.hill.af.mil/>

b. FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR 1984

(a) The use in the 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.

c. FAR 52.216-18 ORDERING OCT 1995

The blanks in para (a) are completed as follows:

1 Oct 04 through 30 Sep 05 (30 Sep 06 if Option Year One is exercised, 30 Sep 07 if Option Year Two is exercised, and 30 Sep 08 if Option Year Three is exercised.)

- d. FAR 52.216-19 ORDER LIMITATIONS OCT 1995**
- For the purposes of this clause, the following blank(s) are completed as follows:
- | | |
|-------------|----------|
| Para (a) | 411 GCSM |
| Para (b)(3) | 5 |
| Para (d) | 10 |
- The following paragraphs are tailored as follows:
- Para (b)(1) Any order for a single trip in excess of 3,000 GCSM;
 - Para (b)(2) Any order for a combination of trips in excess of 125,000 GCSM; or
- e. FAR 52.216-22 INDEFINITE QUANTITY OCT 1995**
- The blank in para (d) is completed as follows:
30 Sep 05 (30 Sep 06 if Option Year One is exercised, 30 Sep 07 if Option Year Two is exercised, and 30 Sep 08 if Option Year Three is exercised.)
- f. FAR 52.217-8 OPTION TO EXTEND SERVICES NOV 1999**
- (NOTE: The last sentence is revised to read "The Contracting Officer may exercise the option by written notice to the Contractor at least 15 calendar days prior to expiration of the existing contract.")
- g. FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT MAR 2000**
- Paragraph (a) is changed to read "The Government may extend the term of this contract by written notice to the Contractor not later than 15 calendar days prior to expiration of the existing contract; provided the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension".
- The blank in para (c) is completed as follows:
4 years, 6 months
- h. FAR 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION JAN 1997**

i. FAR 52.232-18 **AVAILABILITY OF FUNDS** **APR 1984**
(Note: This clause applies to all contract periods)

j. FAR 52.245-4 **GOVERNMENT-FURNISHED PROPERTY**
(SHORT FORM) **JUN 2003**

**4. DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS
APPLICABLE TO DEFENSE ACQUISITIONS OF
COMMERCIAL ITEMS JUN 2004**

(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.

 X 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.

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

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

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

 252.225-7001 Buy American Act and Balance of Payments Program (APR
2003) (41 U.S.C. 10a-10d, E.O. 10582).

 X 252.225-7012 Preference for Certain Domestic Commodities
(JUN 2004) (10 U.S.C. 2533a).

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

- | | | |
|---------------|--------------|---|
| <u> </u> | 252.225-7015 | Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a). |
| <u> </u> | 252.225-7016 | Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (<u> </u> Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts). |
| <u> </u> | 252.225-7021 | Trade Agreements (JUN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note). |
| <u> </u> | 252.225-7027 | Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779). |
| <u> </u> | 252.225-7028 | Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755). |
| <u> </u> | 252.225-7036 | Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2004) (<u> </u> Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note). |
| <u> </u> | 252.225-7038 | Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)) |
| <u> </u> | 252.226-7001 | Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248). |
| <u> </u> | 252.227-7015 | Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320). |
| <u> </u> | 252.227-7037 | Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321). |
| <u> X </u> | 252.232-7003 | * Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227). |
| <u> X </u> | 252.243-7002 | Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410). |

- _____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002)
(_____ Alternate I) (MAR 2000) (_____ Alternate II) (MAR
2000) (_____ Alternate III) (MAY 2002) (10 U.S.C. 2631).
- _____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR
2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (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:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR
2003) (10 U.S.C. 2533a).
- 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C.
2631).
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR
2000) (10 U.S.C. 2631).

5. DFARS 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE DEC 1991

(a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

**6. AFFARS 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT
INSTALLATIONS**

JUN 1997

7. 5352.247-1000(AMC) 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."

**8. 5352.247-1001(AMC) REQUIREMENT FOR AUTHORIZATION TO ENGAGE IN
AIR TRANSPORTATION (DEC 2002) AND ALTERNATE I
(DEC 2002) AND ALTERNATE II (AUG 1999)**

(a) This contract is conditioned upon the contractor being a commercial airtaxi operator within the meaning of the Federal Aviation Act (FAA of 1958, as amended) and holding a current Air Carrier Operating Certificate in accordance with Part 127/135 of the Federal Aviation Regulations and holding a registration under Part 298 of the DOT regulations. Furthermore, the contractor shall not be in a suspension or temporary nonuse status in accordance with the clause entitled "Air Safety."

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

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

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

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

**9. 5352.247-1002(AMC) CONTRACTOR'S FAILURE TO PROVIDE SERVICE
(OCT 1994) AND 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 52.212-4, "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 cancelled 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.

LIST OF ATTACHMENTS

<u>ATTACHMENT NO.</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1	Performance Work Statement with: Appendix 1. - ACRONYMS/ABBREVIATIONS Appendix 2. - ROUTE INFORMATION/STRUCTURE Appendix 2.1. - COLORADO SPRINGS CO Appendix 2.2. - JACKSONVILLE FL/NORFOLK VA Appendix 2.3. - KELLY AFB, SAN ANTONIO TX Appendix 2.4. - OFFUTT AFB NE Appendix 2.5. - MCGUIRE AFB NJ Appendix 2.6. - LOUISVILLE KY Appendix 2.7. - TRAVIS AFB CA/NORTH ISLAND NAS CA	Dec 03	28
2	Additional Standards	11/01/01	4
3	Wage Determination No. 1995-0222, Revision No. 16	01/16/2004	4
4	REMOVED FROM CONTRACT		
5	REMOVED FROM CONTRACT		
6	Fuel Adjustment Example		1
7	REMOVED FROM CONTRACT		
8	WAWF-RA ELECTRONIC RECEIVING REPORT AND INVOICING INSTRUCTIONS		1

**SMALL PLANE AIR COURIER SERVICE
PERFORMANCE WORK STATEMENT
December 2003**

1. DESCRIPTION OF SERVICE

1.1. For the performance of this contract the contractor shall furnish air transportation services as ordered, using contractor-furnished aircraft, as specified in Paragraph 1.c., Schedule of Supplies/Services. Except as otherwise provided in this contract, the contractor shall furnish all aircraft, personnel, facilities, equipment, fuel, and indirect materials and services necessary for the performance of the services hereunder.

1.2. The contractor shall furnish the Contracting Officer's Representative (COR) with the name, address, and phone numbers of an agent who will serve as a liaison between the contractor and the COR. The agent must have authority to dispatch aircraft, adjust schedules, engage substitute service, and make decisions pertinent to the airlift service in the name of the contractor. The agent will be available by telephone 24 hours per day, seven days per week.

1.3. The contractor shall comply with all pertinent military regulations and/or directives, which pertain to the conduct of contractor personnel in base flight patterns and on military bases. Regulations can be obtained from the Airfield Operations Manager.

1.4. The contractor shall comply with the "Additional Standards for Department of Defense (DOD) Contract Aircraft Operations Under Part 135" as stated in Attachment 2.

1.5. In the event a flight is canceled prior to the scheduled departure time or substitute service is used at the point of origination of the flight or en route, due to contractor controllable reasons, movement of any aircraft into and out of scheduled service will be at the contractor's expense. The contractor shall notify the COR immediately when any positioning arrival will be later than 30 minutes from established arrival home or departure is delayed due to mechanical or other contractor controllable delay.

1.6. The Government shall be entitled to transport two couriers (including their personal baggage) and/or cargo up to the entire capacity of the aircraft performing missions under this contract without reconfiguration from that which is required for normal contract performance at no additional cost to the Government. In computing payloads, a courier and his baggage are equivalent to 200 pounds.

1.7. The government reserves the right to reschedule the contractor's aircraft when a mission is not flown because of contractor controllable reasons or because of unflyable weather on the regularly scheduled day. Rescheduling will normally be for the day following the regularly scheduled mission.

1.8. It is expected that approximately 35 minutes ground time (block-in to block-out) will be required at each stop on each of the above routes, except when aircraft is authorized to remain overnight. However, required ground time in excess of 35 minutes will be at no added cost to the Government.

1.9. Airlift services shall be performed at the frequencies and over the routes listed in the Contract Line Item Numbers (CLINs) entitled AIR TRANSPORTATION SERVICES in the SCHEDULE OF SUPPLIES/SERVICES. Flights shall originate and terminate at the courier stations with intermediate stops at one or more of the locations listed for each route. The station COR will schedule the aircraft at least 12 hours in advance of departure time with the designated contract stops. The station COR has the right to change the designated stops after the schedule has been submitted. Cancellation notice of any scheduled flight shall be given to the Contractor by the COR at any time prior to flight departure at no cost to the Government, except as provided for in the CLINs entitled POSITIONING AND DEPOSITIONING in the SCHEDULE OF SUPPLIES/SERVICES. Flights shall depart from origination points between 0700 and 0800, unless approved by the station COR or his designated representative. No missions will be performed on Federal Holidays, which are New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

1.10. SPECIFIC REQUIREMENT

1.10.1. The contractor shall furnish the air transportation services in accordance with all provisions of this contract. All aircraft used 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 services with the highest degree of safety. The aircraft performing missions under this contract will never be considered public aircraft. The contractor shall have a current FAA authorization certificate to operate under the routes and frequencies specified in the SCHEDULE OF SUPPLIES/SERVICES and Appendix 2 under both IFR and VFR conditions. IFR capability authorization is not required for operations into airfields, which do not have published IFR approach procedures. In addition, air taxi operations shall also comply with Attachment 2 of this document. The DOD Air Carrier Survey and Analysis Office must approve all aircraft used in performance of this contract.

1.10.2. Aircraft used to perform services under this contract must meet the following specifications:

1.10.2.1. All flight crewmembers must be United States citizens.

1.10.2.2. The cargo area must be able to hold the following capabilities:

Colorado Springs, CO (COS)
2,500 lbs and 6 containers

Offutt AFB, NE (OFF)
2,500 lbs and 6 containers

Travis AFB/NAS North Island, CA
3,500 lbs and 8 containers

Louisville, KY (SDF)
2,500 lbs and 6 containers

Jacksonville FL/Norfolk, VA
2,500 lbs and 6 containers

Kelly AFB, TX (SAT)
2,500 lbs and 6 containers

McGuire AFB NJ
2,500 lbs and 6 containers

- 1.10.2.3.** Configured in such a way as to permit government personnel aboard the aircraft to assume a normal sitting position in their seats, unencumbered by cargo and personal baggage; and also configured as to allow government personnel safe and reasonable easy access from the seat to/from the normal entrance/exit of the aircraft.
- 1.10.2.4.** Aircraft door must be able to accept any container measuring 42"L X 26 ½"W X 26"H.
- 1.10.2.5.** Aircraft must be IFR-equipped, multi-engine, turbine powered and pressurized.
- 1.10.2.6.** Depending on the type of aircraft offered, a ladder and removable roller system may be required if the cargo cannot be easily reached and/or loaded/unloaded by the couriers.
- 1.10.2.7.** An adequate tie down or restraint system for cargo carried.
- 1.10.2.8.** Capable of flying all segments (legs) of the designated routes non-stop, except when couriers and cargo weigh more than 2,000 pounds. One fuel stop per segment is permitted when over 2,000 pounds is carried.
- 1.10.2.9.** Aircraft shall permit the loading/unloading and simultaneous storage of six containers (eight containers for the Travis route) of dimensions 42"L X 26 ½"W X 26"H with sufficient space that precludes the necessity to "jam" or in any other way damage the containers or their contents.
- 1.10.2.10.** The contractor shall supervise the loading of cargo and baggage and shall secure cargo and baggage to ensure proper weight and balance. A crewmember must be present during loading of cargo.
- 1.10.3.** The following passenger facilities and comfort items shall be included:
- 1.10.3.1.** Seats must be chair type, upholstered, well padded and provide back support. The back of the seat must be at least 23" high measured from the top of the seat back to the uncompressed bottom cushion along the center of the seat back.
- 1.10.3.2.** Adequate heating and ventilation/air conditioning.
- 1.10.3.3.** Adequate cabin storage for courier hand baggage.
- 1.10.3.4.** Cabin lighting, and
- 1.10.3.5.** Clean airsickness containers.

1.10.4. Safety. The contractor shall provide an extensive walk around briefing to DCS couriers concerning hazardous areas and emergency procedures to include but not limited to:

1.10.4.1. Radar, radio antennas locations/hazards.

1.10.4.2. Anti-ice, pilot-static tube heat locations/hazards.

1.10.4.3. Aircraft control surfaces locations/hazards.

1.10.4.4. Locations/operations of onboard fire extinguishers.

1.10.4.5. Hot brake hazards and resulting passenger exit procedures.

1.10.4.6. Emergency exit locations/operations.

1.10.4.7. Discussions of crash landing/ditching scenarios and emergency procedures for couriers.

2. SERVICE DELIVERY SUMMARY

SERVICE	PWS PARAGRAPH	PERFORMANCE THRESHOLD
Missions are performed at the frequency(ies) and over the route(s) as required.	1.9.	90% of all missions performed each month
Aircraft used in the performance of services meet all required specifications.	1.10.2.	100% of the time

3. GOVERNMENT FURNISHED FACILITIES AND SERVICES

3.1. The contractor shall land at and use the facilities of Government installations at locations listed in the Schedule of Supplies/Services, when required by the COR. The following Government services will be provided at these stations at no cost to the contractor:

3.1.1. Ground handling of aircraft.

3.1.2. Courier handling and courier material loading and unloading services. Contractor personnel shall be responsible for tie-down and restraint of courier material and courier personal baggage once onboard the aircraft.

3.1.3. Air traffic control and airfield safety protection.

3.1.4. To-plane fuel servicing. A contractor representative shall tend the hose nozzle, to include opening and securing aircraft tank caps.

3.1.5. The Base Commander of Government Installations at which the contractor is required to land may make equipment or services not covered by the contract available to the contractor. In the event the contractor is required to pay for any services set forth under Paragraph 3. of this attachment, the Government will reimburse the contractor for his actual cost. The contractor shall include these costs on the invoice as a separate item and include receipts in order to be reimbursed.

3.2. The COR will provide the contractor with the following:

3.2.1. A list of personnel authorized to schedule flights.

3.2.2. A list of couriers authorized for flights. While performing the services set forth in this contract, the contractor shall not permit any person to board the aircraft unless authorized by the COR.

3.2.3. DD Form 250 (Material Inspection and Receiving Report).

3.3. Overnight and unlimited parking, except when contractor aircraft are authorized to remain overnight by the COR in order to complete a route, is not guaranteed at military installations. 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.

3.3.1. Purchase of petroleum products by the Contractor at any military base for use in performing services hereunder shall be in accordance with Air Force Manual 23-110, Vol I, Pt III, Chap 1. If available, petroleum products will be furnished to the contractor at the Defense Energy Support Center (DESC) standard price. A credit letter is required for credit sales. Contact DESC, Fuels Branch, telephone (210) 925-4887.

4. GENERAL INFORMATION

4.1. AIR CARRIER INSURANCE REQUIREMENTS

4.1.1. 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:

4.1.2. 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.

4.1.3. 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 two million dollars (\$2,000,000.00) for each accident.

4.1.4. Liability for Loss of or Damage to Property: A limit of at least two million dollars (\$2,000,000.00) for each accident.

4.1.5. 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.

4.1.6. 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 obligation to provide medical care.

4.1.7. The contractor will provide written verification of insurance to arrive at HQ AMC/ A34YAS, 402 Scott Drive, Unit 3A1, Scott AFB, IL 62225-5302 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.

4.1.8. In the event of cancellation or material change in policy coverage, thirty (30) days prior written notice shall be given to the Contacting Officer at the address in paragraph 4.1.7., above.

4.2. REQUIRED INSURANCE

4.2.1. Prior to performance of any services hereunder, the Contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance in addition to the insurance required by the clause entitled "AIR CARRIER INSURANCE REQUIREMENTS".

<u>Type</u>	<u>Amount</u>
<u>Automobile</u>	
Bodily Injury Liability	\$200,000 per person \$500,000 per occurrence
Property Damage Liability	\$20,000 per occurrence
<u>Comprehensive General Liability</u>	
Bodily Injury Liability	\$500,000 per occurrence
<u>Workmen's Compensation and Employers Liability</u>	
Worker's Compensation and Occupational Disease	STATUTORY
Employer's Liability	\$100,000

4.2.2. Contractor must comply with the requirements of contract clause "Insurance – Work on a Government Installation".

4.3. NOTICES AND REPORTS

4.3.1. 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) 229-1706, (618) 229-0360, or (618) 229-1705. On the next business day, notification must also be made to the Administrative Contracting Officer (ACO), HQ AMC/ A34YAS, Scott AFB, IL (618) 229-2486.

4.3.1.1. Carrier and trip number.

4.3.1.2. Aircraft type and number.

4.3.1.3. Date and time of accident.

4.3.1.4. Last point of departure and point of intended landing of aircraft.

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

4.3.1.6. Total number of crewmembers and passengers on board.

4.3.1.7. Number of injured and fatalities aboard the aircraft.

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

4.3.2. 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 4.3.1. above by the most expeditious means available on the next business day to HQ AMC/A34B, Scott AFB, IL (618) 229-4801 or 4343.

4.3.3. 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 ACO, at the next enroute station for in flight incidents, or the station when the incident occurs.

4.3.4. DOD Casualties. In cases where a death occurs on a Contractor's aircraft, the following information shall be furnished by telephone to the numbers 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 the Mississippi)
Pacific Area Ops Center: (510) 437-3701 (accidents west of the Mississippi)

4.3.5. A faxed informational copy shall be provided to HQ AMC/A34Y, (618) 256-2804 and TACC, ATTN: Emergency Action Cell (618) 229-0153.

4.3.6. 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/A34B, 402 Scott Drive, Unit 3A1, Scott AFB, IL 62225-5302.

NOTE: Data furnished pursuant to this paragraph 4.3.6. may be utilized by the U.S. Government or its representatives for any matter related to this contract.

4.4. LANDING PERMITS

4.4.1. To permit the use of military installations, the Contractor must obtain landing permits as follows:

4.4.1.1. AIR FORCE BASES. Pursuant to AFI 10-1001, a Landing Permit (DD Form 2401) may be obtained from HQ AMC/A34YAS at Scott AFB. In addition, Hold Harmless Agreement (DD Form 2402) and the Certificate of Insurance (DD Form 2400) must be completed and forwarded to the PCO at Scott AFB, IL. **The offeror shall submit these completed forms with their offer.**

4.4.1.2. NAVY AND MARINE CORP AIR STATIONS. Call Ms. Yolanda Moore for instructions at 202-685-9199.

4.4.1.3. ARMY INSTALLATIONS. Call Mr. George White for Instructions at 703-806-4864.

4.5. AIRFIELD SUITABILITY AND RESTRICTIONS/CERTIFICATION AIRFIELDS.

4.5.1. 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 aircrews. This publication also lists "certification airfields" which are equivalent to FAA-designated "special airfields." These fields have unique airfield hazards and operating procedures requiring increased awareness and familiarity by aircrews. Contractors can obtain the current edition of this publication, at no cost, by contacting the following office:

HQ AMC/A37V	TELEPHONE: (618) 229-3312
402 Scott Drive Unit 3A1	FAX: (618) 256-2019
Scott AFB, IL 62225-5302	

4.5.2. This publication is prepared for use by AMC aircrews and is made available to contractors for advisory purposes only.

4.5.3. For online airfield information from the military access only website for airfield suitability and restrictions, contract carriers must contact AMC/A34BC at (618) 229-1751.

4.5.4. 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	TELEPHONE: (570) 895-7439
Building 3, Bay 3	FAX: (570) 895-6106
11 Hap Arnold Blvd	E-Mail: vibuddy@hq.afis.osd.mil
Tobyhanna PA 18466-5102	Website: http://afishp6.afis.osd.mil/dodimagery/davis

4.5.4.1. 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.

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

4.6. POST AWARD PRE-PERFORMANCE CONFERENCE

4.6.1. If necessary, the Contractor shall attend a post-award conference prior to the start of performance. This conference will be conducted by the ACO/COR, and at a minimum, the Contractor shall be represented by the Contract Administrator/Program Manager. The Contractor shall be notified of the exact time and location of the conference not later than (7) days prior to the scheduled conference date.

APPENDIX 1.

ACRONYMS/ABBREVIATIONS

ACO	ADMINISTRATIVE CONTRACTING OFFICER
ADF	AUTOMATIC DIRECTION FINDER
AFB	AIR FORCE BASE
AFFARS	AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT
AMC	AIR MOBILITY COMMAND
AMCFARS	AIR MOBILITY COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT
AQP	AIRPORT QUALIFICATION PROGRAM
AVGAS	AVIATION GASOLINE
CCR	CENTRAL CONTRACTOR REGISTRATION
CFR	CODE OF FEDERAL REGULATIONS
CLIN	CONTRACT LINE ITEM NUMBER
COR	CONTRACTING OFFICER'S REPRESENTATIVE
CRAF	CIVIL RESERVE AIR FLEET
DAVIS	DEFENSE AUDIO VISUAL INFORMATION SERVICES
DCS	DEFENSE COURIER SERVICE
DD	DEPARTMENT OF DEFENSE FORM
DESC	DEFENSE ENERGY SUPPORT CENTER
DFARS	DOD FEDERAL ACQUISITION REGULATION SUPPLEMENT
DFAS	DEFENSE FINANCE AND ACCOUNTING SERVICE

SOLICITATION NO.: FA4428-04-R-0002
CONTRACT NO.: FA4428-04-D-0032.

DIG	DESIGNATED INDUSTRY GROUP
DOD	DEPARTMENT OF DEFENSE
DOT	DEPARTMENT OF TRANSPORTATION
ELT	EMERGENCY LOCATOR TRANSMITTER
EO	EXECUTIVE ORDER
FAA	FEDERAL AVIATION ADMINISTRATION
FAA	FEDERAL AVIATION ACT
FAR	FEDERAL ACQUISITION REGULATION
FAR	FEDERAL AVIATION REGULATIONS
GCA	GROUND CONTROLLED APPROACH
GCSM	GREAT CIRCLE STATUTE MILE
GPS	GLOBAL POSITIONING SYSTEM
HQ	HEADQUARTERS
HUBZone	HISTORICALLY UNDERUTILIZED BUSINESS ZONE
IAW	IN ACCORDANCE WITH
IDIQ	INDEFINITE DELIVERY/INDEFINITE QUANTITY
IFR	INSTRUMENT FLIGHT RULES
IRS	INTERNAL REVENUE SERVICE
JP	JET PETROLEUM
NAICS	NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM
NAS	NAVAL AIR STATION
NTE	NOT TO EXCEED
PAX	PASSENGER

PCO	PROCURING CONTRACTING OFFICER
PIC	PILOT-IN-COMMAND
PL	PUBLIC LAW
POC	POINT OF CONTACT
PWS	PERFORMANCE WORK STATEMENT
QAE	QUALITY ASSURANCE EVALUATOR
QASP	QUALITY ASSURANCE SURVEILLANCE PLAN
RFP	REQUEST FOR PROPOSAL
RON	REMAIN OVERNIGHT
SF	STANDARD FORM
SIC	SECOND-IN-COMMAND
SLIN/SUBCLIN	SUB CONTRACT LINE ITEM NUMBER
TACC	TANKER AIRLIFT CONTROL CENTER
TBD	TO BE DETERMINED
TIC	TARGETED INDUSTRY CATEGORY
TIN	TAXPAYER IDENTIFICATION NUMBER
USC	UNITED STATES CODE
USTRANSCOM	UNITED STATES TRANSPORTATION COMMAND
VFR	VISUAL FLIGHT RULES
VHF	VERY HIGH FREQUENCY

APPENDIX 2.

ROUTE INFORMATION/STRUCTURES

<u>APPENDIX NO.</u>	<u>ROUTE</u>
2.1.	COLORADO SPRINGS CO
2.2.	JACKSONVILLE FL/NORFOLK VA
2.3.	KELLY AFB SAN ANTONIO TX
2.4.	OFFUTT AFB NE
2.5.	MCGUIRE AFB NJ
2.6.	LOUISVILLE KY
2.7.	TRAVIS AFB CA/NORTH ISLAND NAS CA

APPENDIX 2.1.

CLIN 0001 COLORADO SPRINGS CO

Route #1 CS-01: City of Colorado Springs Muni Arpt, Colorado Springs, CO (COS);
FY 05 Cheyenne AP, Cheyenne, WY (CYS);
Every other Salt Lake City IAP, Salt Lake City, UT (SLC);
Wed, Thurs Mountain Home AFB, Mountain Home, ID (MUO);
(16 times Pasco Tri-City Arpt, Pasco, WA (PSC);
per year) Yakima Air Terminal Arpt, Yakima, WA (YKM);
McChord AFB, Tacoma, WA (TCM);
Fairchild AFB, Spokane, WA (SKA);
Great Falls Intl Arpt, Great Falls, MT (GTF);
Ellsworth AFB, Box Elder, SD (RCA);
City of Colorado Springs Muni Arpt, Colorado Springs, CO (COS).

TOTAL MILES PER TRIP - 2,597
TOTAL TRIPS PER YEAR - 16
TOTAL MILES PER YEAR - 41,552

NOTE: This route will Remain Overnight at McChord AFB, WA

Route #1A CS-01A: City of Colorado Springs Muni Arpt, Colorado Springs, CO (COS);
FY 05 Cheyenne AP, Cheyenne, WY (CYS);
Quarterly Salt Lake City IAP, Salt Lake City, UT (SLC);
Wed, Thurs Fanning Field Arpt, Idaho Falls, ID (IDA);
In place of Mountain Home AFB, Mountain Home, ID (MUO);
CS-01 Pasco Tri-City Arpt, Pasco, WA (PSC);
(4 times Yakima Air Terminal Arpt, Yakima, WA (YKM);
per year) McChord AFB, Tacoma, WA (TCM);
Fairchild AFB, Spokane, WA (SKA);
Great Falls Intl Arpt, Great Falls, MT (GTF);
Helena Regional, Helena, MT (HLN);
Ellsworth AFB, Box Elder, SD (RCA);
City of Colorado Springs Muni Arpt, Colorado Springs, CO (COS).

TOTAL MILES PER TRIP - 2,796
TOTAL TRIPS PER YEAR - 4
TOTAL MILES PER YEAR - 11,184

Note: This route will remain over night at McChord AFB, WA.

Route #1B CS-01B: City of Colorado Springs Muni Arpt, Colorado Springs, CO (COS);
FY 05 Cheyenne AP, Cheyenne, WY (CYS);
Wed, Thur Salt Lake City IAP, Salt Lake City, UT (SLC);
Alternating Fanning Field Arpt, Idaho Falls, ID (IDA);
with CS-01 Mountain Home AFB, Mountain Home, ID (MUO);
and CS-01A Pasco Tri-City Arpt, Pasco, WA (PSC);
(6 times Yakima Air Terminal, Yakima, WA (YKM);
per year) McChord AFB, Tacoma, WA (TCM);
Fairchild AFB, Spokane, WA (SKA);
Great Falls IAP, Great Falls, MT (GTF);
Ellsworth AFB, Box Elder, SD (RCA);
City of Colorado Springs Muni Arpt, Colorado Springs, CO (COS).

TOTAL MILES PER TRIP -	2,726
TOTAL TRIPS PER YEAR -	6
TOTAL MILES PER YEAR -	16,356

Note: This route will remain overnight at McChord AFB, WA.

APPENDIX 2.2.

CLIN 0002 JACKSONVILLE, FL AND NORFOLK, VA – The dates shown for each of the following Jacksonville routes are for FY 05 only. The dates will follow the same pattern for each option year, and those schedules will be provided in advance for the year.

Route #1A JA-01A: Jacksonville NAS FL (NIP);
FY 05 MacDill AFB, Tampa, FL (MCF);
Thursday Key West NAS, Key West, FL (NQX);
per below Homestead ARS, Homestead, FL (HST);
schedule Palm Beach IAP, Palm Beach, FL (PBI);
 Patrick AFB, Cocoa Beach, FL (COF);
 Jacksonville NAS, Jacksonville, FL (NIP).

TOTAL MILES PER TRIP - 732
TOTAL TRIPS PER YEAR - 13
TOTAL MILES PER YEAR - 9,516

Oct 14, Nov 10, Dec 9, Jan 13, Feb 10, Mar 10, Apr 7, May 5, Jun 2, Jun 30, Jul 14, Aug 11, Sep 8.

Route #1B JA-01B: Jacksonville NAS FL (NIP);
FY 05 MacDill AFB, Tampa, FL (MCF);
Thursday Homestead ARS, Homestead, FL (HST);
per below Palm Beach IAP, Palm Beach, FL (PBI);
schedule Patrick AFB, Cocoa Beach, FL (COF);
 Orlando IAP, Orlando, FL (MCO);
 Jacksonville NAS, Jacksonville, FL (NIP).

TOTAL MILES PER TRIP - 877
TOTAL TRIPS PER YEAR - 13
TOTAL MILES PER YEAR - 11,401

Oct 28, Nov 24, Dec 23, Dec 30, Jan 27, Feb 24, Mar 24, Apr 21, May 19, Jun 16, Jul 28, Aug 25, Sep 22.

Route #2 JA-02: Jacksonville NAS, Jacksonville, FL (NIP);
FY 05 Tallahassee Mun Arpt, Tallahassee, FL (TLH);
Friday Tyndall AFB, Panama City, FL (PAM);
per below Eglin AFB, Valparaiso, FL (VPS);
schedule Pensacola NAS, Pensacola, FL (NPA);
 Moody AFB, Valdosta, GA (VAD);
 Jacksonville NAS, Jacksonville, FL (NIP)

TOTAL MILES PER TRIP - 702
TOTAL TRIPS PER YEAR - 17
TOTAL MILES PER YEAR - 11,934

Oct 15, Nov 12, Nov 23, Dec 22, Jan 14, Jan 28, Feb 11, Feb 25, Mar 25, Apr 22, May 6, May 20, Jun 17, Jul 15, Aug 12, Aug 26, Sep 9.

Route #3 JA-03: Jacksonville NAS, Jacksonville, FL (NIP);
FY 05 Robins AFB, Macon/Warner Robbins, GA (WRB);
Thursday Dobbins AFB/Atlanta NAS, Marietta, GA (NCQ);
per below Bush Field Arpt, Augusta, GA (AGS);
schedule Charleston AFB/Intl Arpt, Charleston, SC (CHS);
 Hunter AAF, Savannah, GA (SVN);
 Jacksonville NAS, Jacksonville, FL (NIP).

TOTAL MILES PER TRIP - 788
TOTAL TRIPS PER YEAR - 26
TOTAL MILES PER YEAR - 20,488

Oct 7, Oct 21, Nov 4, Nov 18, Dec 2, Dec 16, Jan 6, Jan 20, Feb 3, Feb 17, Mar 3, Mar 17, Mar 31, Apr 14, Apr 28,
May 12, May 26, Jun 9, Jun 23, Jul 7, Jul 21, Aug 4, Aug 18, Sep 1, Sep 15, Sep 29.

Route #4 JA-04: Jacksonville NAS, Jacksonville, FL (NIP);
FY 05 Albany/Dougherty Cnty Arpt, Albany, GA (ABY);
Friday, Cairns AAF, Ozark, Ft. Rucker, AL (OZR);
once a Maxwell AFB, Montgomery, AL (MXF);
month Columbus AFB, Columbus, MA (CBM);
 Birmingham Intl, Birmingham, AL (BHM);
 Lawson AAF, Ft. Benning, Columbus, GA (LSF);
 Jacksonville NAS, Jacksonville, FL (NIP).

TOTAL MILES PER TRIP - 976
TOTAL TRIPS PER YEAR - 12
TOTAL MILES PER YEAR - 11,712

Oct 22, Nov 19, Dec 17, Jan 21, Feb 18, Mar 18, Apr 15, May 13, Jun 10, Jul 8, Aug 5, Sep 2.

Route #5 NF-01: Norfolk NAS, Norfolk, VA (NGU);
FY05 Seymour Johnson AFB, Goldsboro, NC (GSB);
Alternating New River MCAS, Jacksonville, NC (NCA);
Wednesdays Pope AFB, Fayetteville, NC (POB);
 Roanoke Regional/Woodrum Field, Roanoke, VA (ROA);
 Shenandoah Valley Arpt, Shenandoah, VA (SHD);
 Charlotte-Albemarle, Charlottesville, VA (CHO);
 Richard Evelyn Byrd Intl, Richmond, VA (RIC);
 Norfolk NAS, Norfolk, VA (NGU).

TOTAL MILES PER TRIP - 708
TOTAL TRIPS PER YEAR - 13
TOTAL MILES PER YEAR - 9,204

Route #6 NF-02: Norfolk NAS, Norfolk, VA (NGU);
FY05 Cherry Point MCAS, Cherry Point, NC (NKT);
Alternating New River MCAS, Jacksonville, NC (NCA);
Wednesdays Pope AFB, Fayetteville, NC (POB);
Shaw AFB, Sumter, SC (SSC);
Greenville-Spartanburg Arpt, Greer, SC (GSP);
Elizabeth City Arpt, Elizabeth City, NC (ECG);
Norfolk NAS, Norfolk, VA (NGU).

TOTAL MILES PER TRIP – 905
TOTAL TRIPS PER YEAR – 13
TOTAL MILES PER YEAR – 11,765

Route #7 NF-03: Norfolk NAS, Norfolk, VA (NGU);
FY05 Seymour Johnson AFB, Goldsboro, NC (GSB);
Alternating New River MCAS, Jacksonville, NC (NCA);
Wednesdays Pope AFB, Fayetteville, NC (POB);
Greensboro High-Point-Winston, Greensboro, NC (GSO);
Charlottesville-Albermarle, Charlottesville, VA (CHO);
Wallops Flight Facility, Wallops Island, VA (WAL);
Norfolk NAS, Norfolk, VA (NGU).

TOTAL MILES PER TRIP – 783
TOTAL TRIPS PER YEAR – 13
TOTAL MILES PER YEAR – 10,179

Route #8 NF-04: Norfolk NAS, Norfolk, VA (NGU);
FY05 Cherry Point MCAS, Cherry Point, NC (NKT);
Alternating New River MCAS, Jacksonville, NC (NCA);
Wednesdays Pope AFB, Fayetteville, NC (POB);
Shaw AFB, Sumter, SC (SSC);
Charlotte-Douglas Intl, Charlotte, NC (CLT);
Raleigh-Durham Arpt, Raleigh/Durham, NC (RDU);
Norfolk NAS, Norfolk, VA (NGU).

TOTAL MILES PER TRIP – 766
TOTAL TRIPS PER YEAR – 13
TOTAL MILES PER YEAR – 9,958

APPENDIX 2.3.

CLIN 0003 KELLY AFB, SAN ANTONIO, TX

Route #1 KE-01: Kelly USA, San Antonio, TX (SKF)
FY 05 Barksdale AFB, Shreveport, LA (BAD);
1st Tuesday Little Rock AFB, Jacksonville, AR (LRF);
Of month NAS Fort Worth/JRB, TX (NFW);
Robert Gray AAF, Fort Hood, Killeen, TX (GRK);
Kelly USA, San Antonio, TX (SKF).

TOTAL MILES PER TRIP - 1137
TOTAL TRIPS PER YEAR - 12
TOTAL MILES PER YEAR - 13,644

Route #2 KE-02: Kelly USA, San Antonio, TX (SKF);
FY 05 Fort Smith Muni Arpt, Ft Smith, AK (FSM);
1st Thursday Tinker AFB, Oklahoma City, OK (TIK);
of month Henry Post AAF, Fort Sill, OK (FSI);
Sheppard AFB/Wichita Falls Arpt, Wichita Falls, TX (SPS);
NAS Fort Worth/JRB, TX (NFW);
Kelly USA, San Antonio, TX (SKF).

TOTAL MILES PER TRIP - 1123
TOTAL TRIPS PER YEAR - 12
TOTAL MILES PER YEAR - 13,476

Route #3 KE-03: Kelly USA, San Antonio, TX (SKF);
FY 05 El Paso Intl Arpt, El Paso, TX (ELP);
2nd Tuesday Holloman AFB, Alamogordo, NM (HMN);
of month Albuquerque Intl Arpt, Kirtland AFB, NM (ABQ);
Kelly USA, San Antonio, TX (SKF).

TOTAL MILES PER TRIP - 1,332
TOTAL TRIPS PER YEAR - 12
TOTAL MILES PER YEAR - 15,984

Route #4 KE-04: Kelly USA, San Antonio, TX (SKF);
FY 05 Goodfellow AFB, San Angelo, TX (SJT);
2nd Thursday Cannon AFB, Clovis, NM (CVN);
of month Amarillo Intl Arpt, Amarillo, TX (AMA);
Tinker AFB, Oklahoma City, OK (TIK);
Dyess AFB, Abilene, TX (DYS);
Kelly USA, San Antonio, TX (SKF).

TOTAL MILES PER TRIP - 1273
TOTAL TRIPS PER YEAR - 12
TOTAL MILES PER YEAR - 15,276

Route #5 KE-05: Kelly USA, San Antonio, TX (SKF);
FY 05 Ellington Field, Houston, TX (EFD);
3rd Tuesday New Orleans NAS, New Orleans, LA (NBG);
of month Keesler AFB, Biloxi, MS (BIX);
Kelly USA, San Antonio, TX (SKF).

TOTAL MILES PER TRIP - 1177
TOTAL TRIPS PER YEAR - 12
TOTAL MILES PER YEAR - 14,124

Route #6 KE-06: Kelly USA, San Antonio, TX (SKF);
FY 05 AllenC. Thompson Fld Arpt, Jackson, MS (JAN)
3rd Thursday Key Field Arpt, Meridian, NS (MEI);
of month England AFB, Alexandria, LA (AEX);
Barksdale AFB, Shreveport, LA (BAD);
Kelly USA, San Antonio, TX (SKF).

TOTAL MILES PER TRIP - 1324
TOTAL TRIPS PER YEAR - 12
TOTAL MILES PER YEAR - 15,888

APPENDIX 2.4.

CLIN 0004 OFFUTT AFB NE

Route #1 OF-01: Offutt AFB, Omaha, NE (OFF);
FY 05 Sioux City Muni Arpt, Sioux City, IA (SUX);
1st Tuesday Minot AFB, Minot, ND (MIB);
of month Grand Forks AFB, Grand Forks, ND (RDR);
 Duluth IAP, Duluth, MN (DLH);
 Offutt AFB, Omaha, NE (OFF).

TOTAL MILES PER TRIP - 1,449
TOTAL TRIPS PER YEAR - 12
TOTAL MILES PER YEAR - 17,388

Route #2 OF-02: Offutt AFB, Omaha, NE (OFF);
FY 05 Joe Foss Field, Sioux Falls, SD (FSD);
3rd Tuesday Minot AFB, Minot, ND (MIB);
of month Grand Forks AFB, Grand Forks, ND (RDR);
 St. Paul Intl, Minneapolis, MN (MSP);
 Offutt AFB, Omaha, NE (OFF).

TOTAL MILES PER TRIP - 1,347
TOTAL TRIPS PER YEAR - 12
TOTAL MILES PER YEAR - 16,164

Route #3 OF-03: Offutt AFB, Omaha, NE (OFF);
FY 05 St. Louis Downtown Parks, Cahokia, IL (CPS);
1st Monday Capitol Arpt, Springfield, IL (SPI);
of month Quad-City Arpt, Moline, IL (MLI);
 Volks Field, Volks, WI (VOK);
 Offutt AFB, Omaha, NE (OFF).

TOTAL MILES PER TRIP - 1,082
TOTAL TRIPS PER YEAR - 12
TOTAL MILES PER YEAR - 12,984

Route #4 OF-04: Offutt AFB, Omaha, NE (OFF);
FY 05 St. Louis Downtown Parks, Cahokia, IL (CPS);
3rd Monday Capitol Arpt, Springfield, IL (SPI);
of month Cedar Rapids Muni Arpt, Cedar Rapids, IA (CID);
Des Moines Muni Arpt, Des Moines, IA (DSM);
Offutt AFB, Omaha, NE (OFF).

TOTAL MILES PER TRIP - 844
TOTAL TRIPS PER YEAR - 12
TOTAL MILES PER YEAR - 10,128

Route #5 OF-05: Offutt AFB, Omaha, NE (OFF);
FY 05 Kansas City Intl, Kansas City, MI (MCI);
2nd Monday Whiteman AFB, Knob Noster, MO (SZL);
of month Forney Army Air FLD, Ft. Leonard Wood, MO (TBN);
McConnell AFB, Wichita, KS (IAB);
Offutt AFB, Omaha, NE (OFF).

TOTAL MILES PER TRIP - 851
TOTAL TRIPS PER YEAR - 12
TOTAL MILES PER YEAR - 10,212

Route #6 OF-06: Offutt AFB, Omaha, NE (OFF);
FY 05 Kansas City Intl, Kansas City, MO (MCI);
4th Monday Whiteman AFB, Knob Noster, MO (SZL);
of month McConnell AFB, Wichita, KS (IAB);
Manhattan Muni Art, Manhattan, KS (MHK);
Offutt AFB, Omaha, NE (OFF).

TOTAL MILES PER TRIP - 683
TOTAL TRIPS PER YEAR - 12
OTAL MILES PER YEAR - 8,196

APPENDIX 2.5.

CLIN 0005 MCGUIRE AFB NJ – These routes will fly the same week. These routes alternate weeks with the Louisville routes.

Route #1 MG-01: McGuire AFB, Wrightstown, NJ (WRI);
FY 05 Quonset State Arpt, Quonset, RI (OQU);
Every other Otis ANGB, Falmouth, MA (FMH);
Wednesday Hanscom AFB, Bedford, MA (BED);
Pease AFB, Portsmouth, NH (PSM);
Brunswick NAS, Brunswick, ME (NHZ);
Bangor IAP Bangor, ME (BGR);
Westover AFB, Pittsfield, MA (CEF);
McGuire AFB, Wrightstown, NJ (WRI).

TOTAL MILES PER TRIP - 963
TOTAL TRIPS PER YEAR - 26
TOTAL MILES PER YEAR - 25,038

Route #2 MG-02: McGuire AFB, Wrightstown, NJ (WRI);
FY 05 Stewart Arpt, Newburgh, NY (SWF);
Every other Schenectady Cnty Arpt, Schenectady, NY (SCH);
Thursday Burlington Intl, Burlington, VT (BTV);
Wheeler Sack AAF, Fort Drum, NY (GTB);
Syracuse Hancock Intl Arpt, Syracuse, NY (SYR);
Rochester-Monroe Cnty Arpt, Rochester, NY (ROC);
Niagara Falls International Airport, Niagara Falls, NY (IAG);
University Park Arpt, State College, PA (UNV);
Harrisburg Intl Arpt, Middletown, PA (MDT);
Wrightstown, NJ (WRI).

TOTAL MILES PER TRIP - 1,014
TOTAL TRIPS PER YEAR - 26
TOTAL MILES PER YEAR - 26,364

APPENDIX 2.6.

CLIN 0006 LOUISVILLE, KY – These routes will fly the same week. These routes alternate weeks with the McGuire routes.

Route #01 LV-01: Standiford Field, Louisville, KY (SDF);
FY 05 Yeager Aprt, Charleston, WV (CRW);
Every other Greater Pittsburgh IAP, Pittsburgh, PA (PIT);
Wednesday Cleveland Hopkins Intl Arpt, Cleveland, OH (CLE);
Selfridge ANGB, Mt Clemons, MI (MTC);
Toledo Express Arpt, (TOL);
Rickenbacker ANGB, Columbus Field, OH (LCK)
Standiford Field, Louisville, KY (SDF).

TOTAL MILES PER TRIP - 998
TOTAL TRIPS PER YEAR - 26
TOTAL MILES PER YEAR - 25,948

Route #02 LV-02: Standiford Field, Louisville, KY (SDF);
FY05 Indianapolis Intl, Indianapolis, IN (IND);
Every other Palwaukee Aprt, Palwaukee, WI (PWK);
Thursday General Mitchell Fld Arpt, Milwaukee, WI (MKE);
WM Kellogg Arpt, Battle Creek, MI (BTL);
Ft Wayne Muni Bauer Fld, Ft Wayne, IN (FWA);
Standiford Field, Louisville, KY (SDF).

TOTAL MILES PER TRIP - 784
TOTAL TRIPS PER YEAR - 22
TOTAL MILES PER YEAR - 17,248

Route #02Q LV-02Q: Standiford Field, Louisville, KY (SDF);
FY 05 Indianapolis Intl, Indianapolis, IN (IND);
Quarterly in Palwaukee Aprt, Palwaukee, WI (PWK);
place of General Mitchell Fld Arpt, Milwaukee, WI (MKE),
LV-02 KI Sawyer AFB, Marquette, MI (SAW);
WM Kellogg Arpt, Battle Creek, MI (BTL);
Ft Wayne Muni Bauer Fld, Ft Wayne, IN (FWA);
Standiford Fld, Louisville, KY (SDF).

TOTAL MILES PER TRIP - 1,178
TOTAL TRIPS PER YEAR - 4
TOTAL MILES PER YEAR - 4,712

Note: This route will be done quarterly in place of LV-02

Route #03 LV-03: Standiford Fld Arpt, Louisville, KY (SDF);
FY 05 Campbell AAF, Hopkinsville, KY (HOP);
Every other Memphis Intl Arpt, Memphis, TN (MEM);
Tuesday Huntsville Arpt, Huntsville, AL (HSV);
 Highland Rim Regional, Tullahoma, TN (THA);
 McGhee Tyson Arpt, (TYS);
 Standiford Fld Arpt, Louisville, KY (SDF).

TOTAL MILES PER TRIP -	884
TOTAL TRIPS PER YEAR -	26
TOTAL MILES PER YEAR -	22,984

APPENDIX 2.7.

CLIN 0007 TRAVIS AFB AND NORTH ISLAND NAS, CA

Route #1 TV-01: Travis AFB, Fairfield, CA (SUU);
FY 05 McCarran Intl, Las Vegas, NV (LAS);
Alternating China Lake NWC, China Lake, CA (NID);
Even Julian Fresno, CA (FAT);
Wednesdays Monterey Pen Arpt, Monterey, CA (MRY);
Travis AFB, Fairfield, CA (SUU).

TOTAL MILES PER TRIP - 917
TOTAL TRIPS PER YEAR - 13
TOTAL MILES PER YEAR - 11,921

Route #1A TV-01A: Travis AFB, Fairfield, CA (SUU);
FY 05 McCarran Int'l, Las Vegas, NV (LAS);
Alternating China Lake NWC, China Lake, CA (NID);
Even Julian NAS, Lemoore, CA (NLC);
Wednesdays Monterey Pen Arpt, Monterey, CA (MRY);
Travis AFB, Fairfield, CA (SUU).

TOTAL MILES PER TRIP - 903
TOTAL TRIPS PER YEAR - 13
TOTAL MILES PER YEAR - 11,739

Route #2 TV-02: Travis AFB, Fairfield, CA (SUU);
FY 05 McClellan AFB, Sacramento, CA (MCC);
Alternating Fallon NAS, Fallon, NV (NFL);
Odd Julian Reno Cannon Intl AP, Reno, NV (RNO);
Wednesdays Beale AFB, Beale, CA (BAB);
Travis AFB, Fairfield, CA (SUU).

TOTAL MILES PER TRIP - 411
TOTAL TRIPS PER YEAR - 13
TOTAL MILES PER YEAR - 5,343

Route #2A TV-02A: Travis AFB, Fairfield, CA (SUU);
FY 05 McClellan AFB, Sacramento, CA (MCC);
Alternating Fallon NAS, Fallon, NV (NFL);
Odd Julian Reno Cannon Intl Arpt, Reno, NV (RNO);
Wednesdays Kingsley Field Arpt, Klamath Falls, OR (LMT);
Mahlon Sweet Field Arpt, Eugene, OR (EUG);
North Bend Muni Arpt, North Bend, OR (OTH);
Arcata Arpt, Arcata/Eureka, CA (ACV); Travis AFB, Fairfield, CA (SUU).

TOTAL MILES PER TRIP - 1,078
TOTAL TRIPS PER YEAR - 13
TOTAL MILES PER YEAR - 14,014

Route #3 SN-03: North Island NAS, San Diego, CA (NZY);
FY 05 Yuma MCAS/Yuma Intl, Yuma, AZ (NYL);
Odd Julian Libby AAR/Sierra Vista Muni, Sierra Vista, AZ (FHU);
Thursdays Davis-Monthan AFB, AZ, Tucson, AZ (DMA);
Cutter Aviation, Phoenix, AZ (PHX);
North Island NAS, San Diego, CA (NZY).

TOTAL MILES PER TRIP - 879
TOTAL TRIPS PER YEAR - 26
TOTAL MILES PER YEAR - 22,854

Route #4 SN-04 North Island NAS, San Diego, CA (NZY);
FY 05 March AFB, CA (RIV);
Odd Julian MCAS Twenty-Nine Palms, Twenty-Nine Palms, CA (TNP);
Fridays Edwards AFB, Edwards, CA (EDW);
Vandenberg AFB, Lompoc, CA (VBG);
Point Mugu NAS, Point Mugu, CA (NTD);
North Island NAS, San Diego, CA

TOTAL MILES PER TRIP - 684
TOTAL TRIPS PER YEAR - 26
TOTAL MILES PER YEAR - 17,784

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

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

a. Operations:

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

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

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

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

(5) Helicopter Operations Only:

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

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

b. Aircrew Requirements:

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

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

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

(c) When the aircraft is operated under IFR.

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

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

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

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

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

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

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

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

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

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

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

c. Aircraft:

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

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

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

(2) Aircraft will also meet the following standards:

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

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

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

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

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

(a) Directional gyro

(b) Artificial horizon

(c) Rate of turn indicator

(d) Vertical speed indicator

(e) One type of FAA-approved navigation equipment such as an automatic direction finder (ADF) receiver system, with ADF indicator; VOR; global positioning system (GPS)/Loran, etc. A GPS shall be available for operations in remote areas where other navigational aids are not available.

(f) One ATC transponder for all Navy shipboard operations.

(g) An emergency locator transmitter (ELT).

(h) At least one Very High Frequency (VHF) receiver and transmitter.

(4) In addition to (3) above, aircraft operated with two pilots for the DOD shall be equipped for IFR operations and possess the following navigation and communication equipment.

(a) Two independent navigation systems suitable for the location served, at least one navigation system will include VOR/DME capability.

(b) Dual VHF receivers and transmitters.

(c) Capability to perform a precision approach other than a ground controlled approach (GCA).

(d) A transponder.

(5) The SIC position (when required to be filled) must include the following operable equipment:

(a) The ability to manipulate all primary and auxiliary flight controls, lift/drag devices, and landing gear.

(b) Airspeed indicator.

(c) Altimeter.

(d) Artificial horizon.

(e) Gyroscopic direction indicator or equivalent.

(f) An independent navigation system.

OPR: HQ AMC/DOB

1 November 2001

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

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REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1995-0222
Revision No.: 17
Date Of Last Revision: 05/27/2004

Nationwide: Applicable in the continental U.S. Alaska, Puerto Rico, Hawaii and Virgin Islands.

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

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

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

(not set) - Aerial Photographer	11.12
(not set) - First Officer (Co-Pilot)	20.28
31010 - Airplane Pilot	22.28

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a 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): \$1.09 an 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

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Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$2.59. For information regarding the Hawaii prepaid Health Care Act, please contact the Hawaii Employers Council.

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 regrading 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 ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the

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"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.

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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.

ATTACHMENT 6

FUEL ADJUSTMENT EXAMPLE

The fuel reimbursement cost for each billing period will be determined by (1) adding the total number of gallons purchased on each specific route, and (2) dividing the number of gallons into the total price paid for the same fuel purchased that same week. This calculation will produce an "average fuel cost" per gallon. The contract (base price) fuel rate will be subtracted from the average fuel cost. The resulting figure is the fuel adjustment cost per gallon. If the figure is positive, the Contractor will be due a reimbursement; if negative, the Government will be due a reimbursement. This adjusted figure will be multiplied by the total miles flown.

Total gallons purchased	614
Total purchase price	\$1,249.40
Total trip miles	1,267
Peg rate in contract	\$1.00
Burn rate	.50

Purchase price (\$1,249.40) ÷ Gallons (614) = \$2.03 (avg fuel cost)

Peg rate	-1.00
Fuel adj cost	\$1.03
Fuel burn rate	X .50
	\$.52

	\$.52
Total trip miles	X 1,267

Reimbursement due the carrier \$658.84

**WIDE AREA WORK FLOW – RECEIPT AND ACCEPTANCE (WAWF-RA)
ELECTRONIC RECEIVING REPORT AND INVOICING INSTRUCTIONS****CONTRACT FA4428-04-D-0032**

Questions concerning payment should be directed to the Defense Finance Accounting Services (DFAS) Omaha at (800) 330-8168 or faxed to (800) 554-0527. Please have your contract/order number and invoice number ready when calling about payment status.

The accounts payable mailing address can be located in Block 18a of your contract. You can easily access payment information using at <http://www.dfas.mil/money/vendor>.

NOTE: IN ACCORDANCE WITH DFARS 232.7002, USE OF ELECTRONIC PAYMENT REQUESTS IS MANDATORY. USE OF WAWF WILL SPEED UP YOUR PAYMENT PROCESSING TIME AND ALLOW YOU TO MONITOR YOUR PAYMENT STATUS ONLINE. THERE ARE NO CHARGES OR FEES TO USE WAWF.

THE FOLLOWING CODES WILL BE REQUIRED TO ROUTE YOUR RECEIVING REPORTS, INVOICES AND ADDITIONAL E-MAILS CORRECTLY THROUGH WAWF.

1. CONTRACT NUMBER:	<input type="text" value="FA4428-04-D-0032"/>		
2. CAGE CODE:	<input type="text" value="0EA28"/>		
3. PAY OFFICE DODAAC:	<input type="text" value="F25700"/>		
4. TYPE OF DOCUMENT:	<input type="text" value="COMBO"/>		
5. INSPECTION/ACCEPTANCE:	<input type="text" value="DESTINATION"/>		
6. ISSUE DATE:	<input type="text" value="20040824"/>		
7. ISSUE BY DODAAC:	<input type="text" value="FA4428"/>		
8. ADMIN DODAAC:	<input type="text" value="FA4428"/>		
9. INSPECT BY DODAAC:	<input type="text"/>	PLUS SIX EXT:	<input type="text"/>
10. SERVICE ACCEPTOR / SHIP TO:	<input type="text" value="FA4428"/>	PLUS SIX EXT:	<input type="text" value="F7MEAD"/>