

**UNITED STATES TRANSPORTATION COMMAND
(USTRANSCOM)**

SOLICITATION NO. HTC711-07-Q-0018

CONTRACT NO. HTC711-07-M-0005

2 April 2007

WITH AMENDMENT/MOD:

P00001, 3 April 2007

P00002, 1 October 2007

P00003, 25 October 2007

P00004, 1 December 2007

AFGHANISTAN COMMERCIAL AIRLIFT SERVICES

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

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER FY441270679000		PAGE 1 OF 33	
2. CONTRACT NO. HTC711-07-M-0005		3. AWARD/EFFECTIVE DATE 02-Apr-2007		4. ORDER NUMBER		5. SOLICITATION NUMBER HTC711-07-Q-0018	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CYNTHIA L. STROUT				b. TELEPHONE NUMBER (No Collect Calls) 618-256-4300	
9. ISSUED BY USTRANSCOM COMMAND ACQUISITION 508 SCOTT DR SCOTT AFB IL 62225-5357 TEL: 618-256-4300 FAX: 618-256-9600		CODE HTC711		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 481211 SIZE STANDARD: 1500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR PRESIDENTIAL AIRWAYS INC 114 HANGAR LANE CAMDEN NC 27921-0000 TELEPHONE FACILITY CODE 1WVA5		CODE 1WVA5		18a. PAYMENT WILL BE MADE BY DFAS-RO-FPT 325 BROOK ROAD ROME NY 13441-4527			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$6,694,266.00 EST	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.						ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 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 Revised Quote <input checked="" type="checkbox"/> OFFER DATED 18-Mar-2007 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Mary Ellen Green</i>		31c. DATE SIGNED 02-Apr-2007	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Mary Ellen Green / Contracting Officer TEL: 618-256-4300 EMAIL: mary.green@ustranscom.mil			

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

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

Atch 2

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 33	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
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	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		3	Each	\$58,173.00	\$174,519.00

Mobilization (Firm Fixed Price)

FFP

The contractor shall specify their costs to mobilize all aircraft, personnel, equipment and spares into Bagram Air Base Afghanistan. Delivery within 30 days of contract award

FOB: Destination

MILSTRIP: FY441270679000

PURCHASE REQUEST NUMBER: FY441270679000

SIGNAL CODE: A

NET AMT

\$174,519.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101			Each		

Funding for CLIN 0001

FFP

FOB: Destination

PURCHASE REQUEST NUMBER: FY441270679000

SIGNAL CODE: A

NET AMT

\$0.00

ACRN AB

CIN: FY4412706790000002

\$174,519.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		6	Months	\$255,152.00	\$1,530,912.00
	Monthly Service (1) Pressurized Aircraft FFP				
	The contractor shall provide one pressurized aircraft to be available for STOL services IAW attached Performance Work Statement (PWS). Price out per aircraft/per month. If aircraft is able to be in country sooner than 30 days after contract award the price per month will be divided by 30 and multiplied by the number of days the aircraft is in country in order to allow for partial payment commensurate with time in country in support of this contract.				
	FOB: Destination				
	MILSTRIP: FY441270679001				
	PURCHASE REQUEST NUMBER: FY441270679000				
	SIGNAL CODE: A				

NET AMT	\$1,530,912.00
---------	----------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201			Months		
	Funding for CLIN 0002 FFP				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: FY441270679000				
	SIGNAL CODE: A				

NET AMT	\$0.00
---------	--------

ACRN AB	\$1,530,912.00
CIN: FY4412706790000000AA	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		6	Months	\$255,152.00	\$1,530,912.00

Mthly Service (1) Unpressurized aircraft
FFP

The contractor shall provide one unpressurized aircraft to be available for STOL services IAW attached Performance Work Statement (PWS). Price out per aircraft/per month. If aircraft is able to be in country sooner than 30 days after contract award the price per month will be divided by 30 and multiplied by the number of days the aircraft is in country in order to allow for partial payment commensurate with time in country in support of this contract.

FOB: Destination

MILSTRIP: FY441270679002

PURCHASE REQUEST NUMBER: FY441270679000

SIGNAL CODE: A

NET AMT

\$1,530,912.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000301			Months		

Funding for CLIN 0003

FFP

FOB: Destination

PURCHASE REQUEST NUMBER: FY441270679000

SIGNAL CODE: A

NET AMT

\$0.00

ACRN AB

\$1,530,912.00

CIN: FY4412706790000003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		6	Months	\$255,152.00	\$1,530,912.00

**Mthly Service (1) Unpressurized aircraft
FFP**

The contractor shall provide one unpressurized aircraft to be available for STOL services IAW attached Performance Work Statement (PWS). Price out per aircraft/per month. If aircraft is able to be in country sooner than 30 days after contract award the price per month will be divided by 30 and multiplied by the number of days the aircraft is in country in order to allow for partial payment commensurate with time in country in support of this contract.

FOB: Destination

MILSTRIP: FY441270679003

PURCHASE REQUEST NUMBER: FY441270679000

SIGNAL CODE: A

NET AMT	\$1,530,912.00
---------	----------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT PRICE	AMOUNT
000401		Months		

Funding for CLIN 0004

FFP

FOB: Destination

PURCHASE REQUEST NUMBER: FY441270679000

SIGNAL CODE: A

NET AMT	\$0.00
---------	--------

ACRN AB

CIN: FY4412706790000004

\$1,530,912.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		3	Each	\$58,173.00	\$174,519.00
	Demobilization FFP The contractor shall specify their costs to demobilize all aircraft, personnel, equipment and spares into Bagram Air Base Afghanistan. FOB: Destination MILSTRIP: FY441270679004 PURCHASE REQUEST NUMBER: FY441270679000 SIGNAL CODE: A				

NET AMT	\$174,519.00
---------	--------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000501			Each		
	Funding for CLIN 0005 FFP FOB: Destination PURCHASE REQUEST NUMBER: FY441270679000 SIGNAL CODE: A				

NET AMT	\$0.00
---------	--------

ACRN AB	\$174,519.00
CIN: FY4412706790000005	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1,750	Hours	\$673.00	\$1,177,750.00 EST

Flying Hours Unpressurized
FFP

Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in CLIN 0008

FOB: Destination

MILSTRIP: FY441270679005

PURCHASE REQUEST NUMBER: FY441270679000

SIGNAL CODE: A

NET AMT

\$1,177,750.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000601			Hours		

Funding for CLIN 0006
FFP

FOB: Destination

PURCHASE REQUEST NUMBER: FY441270679000

SIGNAL CODE: A

NET AMT

\$0.00

ACRN AB

CIN: FY4412706790000006

\$1,177,750.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		854	Hours	\$673.00	\$574,742.00 EST

Flying Hours Pressurized
FFP

Only flying hours in direct support of this contract shall be invoiced. Flying hours are determined from "block out" to "block-in" time to the nearest 1/10 hour expressed in local time. Flying hour rate should not include fuel, covered in CLIN 0008

FOB: Destination

MILSTRIP: FY441270679006

PURCHASE REQUEST NUMBER: FY441270679000

SIGNAL CODE: A

NET AMT	\$574,742.00 (EST.)
---------	---------------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000701			Hours		

Funding for CLIN 0007
FFP

FOB: Destination

PURCHASE REQUEST NUMBER: FY441270679000

SIGNAL CODE: A

NET AMT	\$0.00
---------	--------

ACRN AB

\$574,742.00

CIN: FY4412706790000007

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Reimbursable Fuel Costs		Lot		
	COST				
	The contractor will be reimbursed for all fuel purchases in direct support of this contract. Claims for this expense item shall be supported by paid receipts. No costs are to be provided with offers. To be completed by the Government at time of award. Estimated dollars will be based on a percentage of the total of the Firm Fixed Price (FFP) CLINs.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: FY441270679000				
	SIGNAL CODE: A				
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Reimbursable Food/Lodging Cost		Lot		
	COST				
	In the event crewmembers are required to remain overnight due to government delays, the contractor will be reimbursed consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46(a)(2). Claims for this expense item shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted. No costs are to be provided with offers. To be completed by the Government at time of award. Estimated dollars will be based on a percentage of the total of the Firm Fixed Price (FFP) CLINs.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: FY441270679000				
	SIGNAL CODE: A				
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Reimbursable Airport Fees COST		Lot		
	In the event the contractor is required to pay airport related fees assessed by the airport authority, the contractor will be reimbursed. Examples of airport fees include landing and parking fees. Claims for this expense item shall be supported by paid receipts. No costs are to be provided with offers. To be completed by the Government at time of award. Estimated dollars will be based on a percentage of the total of the Firm Fixed Price (FFP) CLINs.				
	FOB: Destination				
	SIGNAL CODE: A				

ESTIMATED COST

\$0.00

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	02-MAY-2007	3	N/A FOB: Destination	
00010I	N/A	N/A	N/A	N/A
0002	02-MAY-2007	6	N/A FOB: Destination	
00020I	N/A	N/A	N/A	N/A
0003	02-MAY-2007	6	N/A FOB: Destination	
00030I	N/A	N/A	N/A	N/A
0004	02-MAY-2007	6	N/A FOB: Destination	
00040I	N/A	N/A	N/A	N/A
0005	02-MAY-2007	3	N/A FOB: Destination	
00050I	N/A	N/A	N/A	N/A
0006	02-MAY-2007	1,750	N/A FOB: Destination	

000601	N/A	N/A	N/A	N/A
0007	02-MAY-2007	854	N/A FOB: Destination	
000701	N/A	N/A	N/A	N/A
0008	02-MAY-2007		N/A FOB: Destination	
0009	02-MAY-2007		N/A FOB: Destination	
0010	02-MAY-2007		N/A FOB: Destination	

ACCOUNTING AND APPROPRIATION DATA

AB: 2172020 0000 0 8A-2084 P135197.00000 22NL 8334G4 MIPR7E34G40070 34G483 S09076
 AMOUNT: \$6,694,266.00
 CIN FY4412706790000000AA: \$1,530,912.00
 CIN FY44127067900000002: \$174,519.00
 CIN FY44127067900000003: \$1,530,912.00
 CIN FY44127067900000004: \$1,530,912.00
 CIN FY44127067900000005: \$174,519.00
 CIN FY44127067900000006: \$1,177,750.00
 CIN FY44127067900000007: \$574,742.00

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.232-4	Payments Under Transportation Contracts and Transportation- Related Services Contracts	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996

52.242-15	Stop-Work Order	AUG 1989
52.247-5	Familiarization With Conditions	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.212-7001 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (Deviation)	JAN 2007
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.233-7001	Choice of Law (Overseas)	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2006) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the 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 the 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 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.

(b) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) 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 (SEP 2006) (38 U.S.C. 4212).

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE
CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from (d) For Air Force and Combatant Command contracts: HQ AFSFC/SFPA; telephone DSN 945-7035/36 or commercial (210) 925-7035/36

(End of clause)

AIRCRAFT TYPE (FILL-IN)

The contractor shall complete the following technical information as part of their proposal:

PRESSURIZED AIRCRAFT:

TYPE OF AIRCRAFT Metro 23

AIRCRAFT BLOCK SPEED/HOUR 240 Knots

FUEL BURN RATE/HOUR 620 lbs per hr

AIRCRAFT AVAILABLE SEETS _____ 18 _____

AIRCRAFT RANGE _____ 1,650 NM _____

AIRCRAFT TOTAL PAYLOAD _____ 5,000 lbs _____

UNPRESSURIZED AIRCRAFT:

TYPE OF AIRCRAFT _____ CASA 212 _____

AIRCRAFT BLOCK SPEED/HOUR _____ 165 Knots _____

FUEL BURN RATE/HOUR _____ 650 lbs per hour _____

AIRCRAFT AVAILABLE SEETS _____ 7 _____

AIRCRAFT RANGE _____ 850 NM _____

AIRCRAFT TOTAL PAYLOAD _____ 5,700 lbs _____

52.212-4 ADDENDUM

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS OCT 2003
(ADDENDUM) COMMERCIAL ITEMS (IAW FAR 12.301(b)(3))

(a) Paragraph (f) entitled "Excusable Delays" is tailored to include the following: "Should an excusable delay cause the contractor to be unable to perform in accordance with the contract; the government reserves the right to obtain service for the affected CLIN from another source. This right is in effect until the contractor provides written notice of the cessation of the occurrence or the government's obligation to use the other source has expired, whichever is later."

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

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS)

AFGHANISTAN COMMERCIAL AIRLIFT SERVICES

21 Feb 07

USTRANSCOM

TABLE OF CONTENTS

1. Description of Services

- 1.1. Scope of Contract
- 1.2. Aircraft Requirements
- 1.3. Personnel Requirements
- 1.4. Aircraft Maintenance
- 1.5. Passenger Service
- 1.6. Cargo Service
- 1.7. Transporting Hazardous Cargo
- 1.8. Passenger and Cargo Combination (COMBI) Service
- 1.9. Intransit Visibility (ITV)

2. Service Delivery Summary

3. Government Furnished Property and Services

- 3.1. Services
- 3.2. Services at Bagram AB, Afghanistan

4. General Information

- 4.1. Project Management
- 4.2. Security
- 4.3. Force Protection
- 4.4. Quality Control
- 4.5. Passports, Geneva Convention Cards and Common Access Card (CAC)
- 4.6. Communications
- 4.7. Aircrew Duty Day Requirements
- 4.8. Flying In Controlled Airspace
- 4.9. Fire Containment Covers
- 4.10. Safety Barriers
- 4.11. Authority To Leave Unsafe Aircraft
- 4.12. Workload Estimates

1. Description of Services.

1.1. Scope of Contract. Provide all fixed-wing aircraft, personnel, equipment, tools, material, maintenance, and supervision necessary to perform three (3) simultaneous missions for a period of seven (7) months. Two (2) of the three aircraft must be capable of Short Take-Off and Landing (STOL) passenger, cargo, or passenger and cargo air transportation services that the DOD elects to perform via commercial charter between locations in the AOR of Afghanistan, Uzbekistan, and Pakistan as identified at the time of mission scheduling.

1.1.1. Aircraft/crew will perform a 14-hour duty day, seven (7) days a week. The 14 hours exceeds the eight (8) hours flying stated in para 1.1.2 below and is meant to allow for mission planning, load/off-load time, debriefs, etc. Estimate 5 flight hours per day, per aircraft x 7 days a week

1.1.2. Missions will be scheduled at least twenty-four (24) hours in advance, unless otherwise agreed to by the contractor and Quality Assurance Personnel (QAP). Each aircraft will be expected to fly no more than eight (8) hours of flight time per day. Normally, all missions will originate and end at Bagram Air Base (AB), Afghanistan. If tasked by DOD, contractor is authorized to Remain Over Night (RON) at other locations. DOD is responsible for providing support when RONing elsewhere.

1.1.3. The contractor shall coordinate all airlift movements with the Regional Air Movement Control Center prior to any mission. Aircraft routes and altitudes are in accordance with the Republic of Afghanistan Aeronautical Information Publication (AIP) located at <http://ramcc.dtic.mil/afgh.htm>.

1.1.4. The Government anticipates contracting for up to a maximum of 3000 flight hours per life of the contract.

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

1.1.6. Aircraft departure shall take place within 20 minutes of scheduled departure times.

1.2. Aircraft Requirements.

1.2.1. The contractor shall provide two (2) unpressurized and one (1) pressurized aircraft that are multi-engine, fixed wing aircraft listed on and operated IAW the air carrier's Federal Aviation Regulation (FAR) 135 certificate. All aircraft should have the flexibility to transport a minimum of seven passengers and personal baggage, transport a minimum of seven passengers with personal baggage and cargo, or transport cargo only. Note: Planning weight for passengers plus their baggage is 400 lbs per person.

1.2.2. The unpressurized aircraft must be capable of carrying a minimum useful load of 3,000 lbs in any combination for a 300 mile stage length non-stop.

1.2.2.1. The unpressurized aircraft shall have an onboard passenger oxygen system readily available for installation in the aircraft for use in the event the aircraft is used to transport passengers.

1.2.3. The pressurized aircraft must be capable of carrying a minimum useful load of 3,000 lbs in any combination for a 400 mile stage length non-stop.

1.2.4. Unpressurized aircraft must be capable of taking-off and landing on short (minimum 3,500 ft) unimproved runways.

1.2.5. Aircraft must be capable of transporting passenger/cargo loads in extreme hot and cold temperature conditions that include high altitudes with mountain ranges up to 15,000 ft AGL.

1.2.6. Aircraft must be configured with Ultra High Frequency (UHF) and Very High Frequency (VHF) radio, and Global Positioning Satellite (GPS).

1.2.7. Aircraft must be able to fly under Instrument Flight Rules (IFR) conditions.

1.3. Personnel Requirements.

1.3.1 All personnel performing under this contract are required to possess a Secret security clearance. Interim clearances are acceptable initially. All personnel are required to speak English in a fluent and coherent manner. Personnel performing this contract are considered to be U.S. civilians serving with, employed by, or accompanying the Armed Forces of the United States and coalition forces. The contractor and its employees will be bound to adhere to General Order 1, and any supplements or any successor order.

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

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

1.3.4. Contractor will provide sufficient personnel to complete the missions.

1.4. Aircraft Maintenance. Aircraft will be maintained and operated in accordance with FAR 135.

1.5. Pressurized Service.

1.5.1. The contractor shall transport a minimum of seven and a maximum of nineteen passengers and personal baggage per mission. The actual number of passengers will be determined by the distance to and the altitude and temperature of the desired location. Planning weight for passengers plus their baggage is 400 lbs per person.

1.5.2. Bagram Passenger Services personnel will provide the contractor a list of personnel authorized for flight prior to boarding. The contractor shall not permit any unauthorized personnel to board the aircraft.

1.5.3. The contractor shall verify passenger body weight with calibrated scales. If scales are not available, interrogated weights can be used.

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

1.6. Short Take-Off and Landing (STOL) Unpressurized Service.

1.6.1. Provide cargo air transportation capable of carrying an 8'x 3'x 3' with a gross weight of 300 lbs each.

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

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

1.6.4 Contractor shall verify cargo weight with calibrated scales.

1.7 Transporting Hazardous Cargo. The Government requires passengers to carry a full complement of munitions and explosives necessary to execute their mission as well as other HAZMAT. Contractor shall carry HAZMAT in accordance with their DOT approvals and exemptions. Contractor shall provide a copy of any DOT exemptions to the Contracting Officer. If contractor does not currently possess the necessary approvals and exemptions to carry such HAZMAT, contractor must act with due diligence to obtain an exemption and the Government will cooperate in all good faith to obtain such exemption.

1.8. Passenger and Cargo Combination (COMBI) Service.

1.8.1. Provide passenger and cargo combination service in accordance with paragraphs 1.2.2 or 1.2.3 depending on the type of aircraft.

1.8.2. Receive Federal Aviation Administration (FAA) approval to operate in a combination mode.

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

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

1.9. Intransit Visibility (ITV)

1.9.1. Contractor will be required to provide to the Movement Control Battalion (MCB) or Command Post at Bagram departure and arrival notification at all locations via phone, radio, or satellite phone. If communication is not available, contractor will provide information through Bagram either in flight or upon return to home station.

2. Service Delivery Summary

Performance Objective	SOW para.	Performance Threshold
Schedule and Perform All Missions	Para. 1.1, 1.2, 1.5, 1.6, 1.7, 1.8	85% of Missions Completed Scheduled.
Provide Air Mobility Division Weekly And Quarterly Flight Segment/Hours Reports	Para. 1.1, 1.2, 1.5, 1.6, 1.7, 1.8	100% Accurate, Complete, and On time.
Contractor shall maintain Passenger manifest until mission is complete	Para. 1.5.3. and 3.1.3.	100% of Missions
Aircrew shall remain on flight plan filed, unless deviation for safety of flight is required	Para. 1.1.3	100% of Missions

3. Government Furnished Property and Services

3.1. Services

3.1.1. Material Safety Data Sheets (MSDS).

3.1.2. Mission Schedule.

3.1.3. Passenger Manifest Listing.

3.1.4. Hazardous Material (HAZMAT) Cargo and Disposition Instructions

3.1.5. Space Available (Space A) travel: Contractor personnel who are US citizens may fly Space A on military flights that go to Frankfurt, Manas and Al Udeid, Qatar. Contractor is required to reimburse the Government for these flights.

3.1.6. Contractor is authorized to utilize DOD voice communications via Defense Switched Network (DSN). A DSN line will be provided (on-netting) by the base operator at the military installation closest to the carriers base of operations for C2 – Command and Control, STOL contract issues only. The base operator shall also off-net incoming overseas DSN calls to only the local area commercial number identified by the contractor via letter. No calls will be allowed for personal business or general company issues. An official letter (see mandatory format provided in Attachment 4) will be prepared identifying each contractor employee requiring DSN access. Any updates or changes in personnel will require submission of a new letter (no modification letters). All incoming DSN calls are tracked/logged by the base operator. Any type of non-compliance will result in having these privileges revoked.

3.1.7. JP-8 Fuel at operating sites where available.

3.1.8. Other services/property as approved by the installation commander.

3.2 Services/Property at Bagram AB, Afghanistan The US Government will provide the following services/property at Bagram.

3.2.1. JP-8 Fuel.

3.2.2. Ramp Space.

3.2.3. Aerospace Ground Equipment, generator, fire extinguishers, aircraft chocks and pressure washer. De-icing equipment and fluid as necessary. Forklift for loading and unloading as available.

3.2.4. Hangar space may be available for maintenance, but must be coordinated with the CJTF-76/Bagram Aircraft Maintenance Office/Maintenance Chief.

3.2.5. Billeting/Work Space: (4 each) Wooden shelters with beds (B-huts).

3.2.6. Class I Subsistence: Hot meals in the dining facility. The on-base contractor-provided messing is four (4) hot meals a day. Meals Ready to Eat (MREs) and bottled water will be provided for aircrew and passengers during missions and for emergency situations.

3.2.7. Office space, connections to DSN telephone and unclassified internet.

3.2.8. Force Protection. (Ref section 4.3)

3.2.9. CJTF-76, Bagram, will provide weather briefings prior to mission start.

3.2.10. Satellite Cellular Phones with Secure Sleeves and official airtime usage charges.

3.2.11 FM radios to communicate with ground elements. Radios will be replaced as required.

3.2.12. Self drive vehicle (van) large enough to transport personnel in and around Bagram Airfield, Afghanistan.

3.2.13. In-theater – Theater Indoctrination Training will be provided to air crews.

3.2.14. SIPRNET – SIPRNET access will be provided at the Command Post or secured vendor operating location.

3.2.15. Intelligence briefings regarding current threats to airfields and aircraft for the route of flight to be flown.

3.2.16. Medical Services will be provided to contractor personnel on a reimbursable basis, as required.

4. General Information

4.1. Project Management

4.1.1. The contractor shall assign a Project Manager (PM) authorized to manage and administer all terms and conditions of this contract.

4.2. Security

4.2.1. Contractor Security: Government Security Forces (SF) and Quick Response Forces (QRF) personnel will provide security and force protection procedures for the contractor while on military installations and during contract performance.

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

4.2.3. Restricted Area Access: Where regular and frequent entry into restricted areas at a military installation is required by contractor or subcontractor personnel for ground handling of aircraft, the contractor or subcontractor personnel must meet the requirements established by AFI 31-401, and DD Form 254. Applications for personnel security investigations shall be made to the local Chief, Security Forces.

4.2.4. Facility Security Clearance: Where there is a need for receipt, storage or development of classified documents, a facility clearance of SECRET and classified safeguarding capability is required in accordance with the National Industrial Security Program Operating Manual, (NISPOM), paragraph and DOD 5220.22-M, paragraph 2-104. DOD 5220.22-M also provides authority for contractors to certify the personnel security clearance status of company employees and makes provisions for the contractor (Operator) who has a valid facility security clearance of SECRET to verify the security clearance status of its employees. Contractors must inform the Contracting Officer of the correct address of any company agency requiring a secure facility.

4.2.5. Personnel Security Clearance: Upon contract award, security clearance applications for all required personnel shall be completed in accordance with DOD 5220.22-M, paragraph 2-100 and instructions received from the cognizant Defense Industrial Security Officer (DISO), Defense Security Service (DSS). All required clearance actions shall be forwarded to the cognizant DISO.

4.2.6. Operations Security (OPSEC): The contractor shall be responsible for OPSEC procedures when operating missions for the DOD to include safeguarding critical information. Contractors must ensure employees receive OPSEC training upon initial assignment to a contract with OPSEC requirements. Information such as flight schedules, hotels where crews are staying, return trips, and other facts about the international mission shall be kept close hold and only communicated to persons who have a need to know this information. Flight crews should be aware of persons who are seeking information about the contractor, flights, etc. They should seek to maintain a low profile while operating DOD missions. If the contractor has questions about OPSEC they can be

addressed either to the Contracting Officer or the Air Mobility Division, Al-Udeid, Qatar.

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

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

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

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

4.2.9.2. Aircraft Identification: Aircraft shall have the operating contractor's name on both sides of the fuselage commensurate with industry practice. Any names other than the operating contractor must be approved by the Contracting Officer prior to departure.

4.3. Force Protection

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

4.3.2. Operational Risk Assessment. The contractor shall assess the current situation (weather, intel, NOTAMS, terrain, crew experience, and tactical situation) to include surface to air threats and airfield attacks prior to launch to make an accurate risk assessment of each flight. The contractor

shall keep the risk assessments on the file for 1 year.

4.4. Quality Control

4.4.1. The contractor shall develop and implement a commercial quality control plan to ensure safe and reliable air transportation in accordance with FAR 135 and 32 CFR 861.

4.5. Passports, Geneva Convention Cards and Common Access Cards (CAC):

4.5.1. **Passports:** All company personnel supporting AMC overseas missions shall have a current and valid passport.

4.5.2. **Geneva Convention Identity Card (DD Form 489) (hereafter referred to as the Geneva Conventions Card) and Common Access Card (CAC):** Civilian noncombatant personnel authorized to accompany military forces of the US into regions of war will be issued a Geneva Conventions Card in accordance with procedures established in AFI 36-3026(1), Identification Cards for Members of the Uniformed Services, Their Family Members, and Other Eligible Personnel and a CAC Card. Contractor personnel will be required to contact USTRANSCOM, TCAQ at 618-229-4770 to coordinate processing for issuance of Geneva Convention Identity Cards and CAC Card prior to going overseas. CJTF-76 will process any line badge requirements at Bagram.

4.5.3. **Personnel Authorized To Receive The Geneva Conventions Card:** Contractor personnel employed by the contractor for performance of this contract will be issued this card. The Geneva Conventions Card will be issued by CJTF-76/CJ3 Aviation, Bagram Afghanistan, to the following company personnel:

- Aircrew personnel designated to operate company aircraft in the performance of this contract.
- Ground support personnel assigned to Bagram in support of this contract.
- Selected supervisory personnel, subject to deployment overseas, responsible for overall supervision of the company's performance of this contract.

4.6. Communications

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

4.7. Aircrew Duty Day Requirements

4.7.1. IAW Federal Aviation Regulations Part 135.

4.8. Flying In Controlled Airspace

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

4.9. Fire Containment Covers

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

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

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

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

4.10. Safety Barriers

4.10.1. All passenger and cargo doors used for on-loading and off-loading of passengers, baggage, and cargo aboard contract aircraft shall be equipped with a safety barrier at chest or waist level. The safety barrier shall be in place when the cabin or cargo door is open except when actually on-loading or off-loading passengers/cargo or when loading stairs are positioned.

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

4.11.1. **Determinations To Leave Unsafe Aircraft:** AMC Air Carrier Survey Team members, ramp inspectors, the Military Surface Deployment and Distribution Command (SDDC), or such other agencies as may be designated by the Secretary of Defense (or if there is no such representative reasonably available, the senior officer on-board a contract mission) may order members of the armed forces to leave a contract mission if the representative (or officer) determines a condition exists on the aircraft which may endanger the safety of the passengers. If serious deficiencies exist, the appropriate representative will initiate an operational immediate message to the next higher headquarters with a copy to the USTRANSCOM, TCAQ Contracting Officer, DSN 779-2500. In cases where such deficiencies exist, only the FAA representative has the authority to ground the commercial aircraft in question.

4.12. Workload Estimate:

4.12.1. **Flight Hour Workload:** The Government's estimate is for 1116 flight hours per quarter and the 7-month estimate is 2604 flight hours.

USTRANSCOM CLAUSES**5552.204-9000 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP SECURITY AGREEMENTS (JANUARY 2007)**

This contract contains a DD Form 254, DOD Contract Security Classification Specification, and requires performance at a government location in the U.S. or overseas. Prior to beginning operations involving classified information on an installation identified on the DD Form 254, the contractor shall take the following actions:

(a) At least thirty days prior to beginning operations, notify the security police activity shown in the distribution block of the DD Form 254 as to:

- (1) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;
- (2) The contract number and military contracting command;
- (3) The highest classification category of defense information to which contractor employees will have access which must coincide with the level of classification granted to the company and cage code located in the Joint Personnel Adjudication System (JPAS);
- (4) The installations in the U.S. (in overseas areas, identify only the APO number(s)) where the contract work will be performed;
- (5) The date contractor operations will begin on base in the U.S. or in the overseas area;
- (6) The estimated completion date of operations on base in the U.S. or in the overseas area; and,
- (7) Any changes to information previously provided under this clause.

This requirement is in addition to visit request procedures contained in DOD 5220.22-M, National Industrial Security Program Operating Manual.

(b) Prior to beginning operations involving classified information on an installation identified on the DD Form 254 where the contractor is not required to have a facility security clearance, the contractor shall enter into a Visitor Group Security Agreement (or understanding) with the installation commander to ensure that the contractor's security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions that will be performed:

- (1) By the installation for the contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections under DOD 5220.22-M, classified mail services, security badges, visitor control, and investigating security incidents; and
- (2) Jointly by the contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

(End of clause)

5552.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JANUARY 2007)

(a) In performing work under this contract on a Government installation, the contractor shall:

- (1) Comply with the specific health and safety requirements established by this contract;
- (2) Comply with the health and safety rules of the Government installation that concern related activities not directly addressed in this contract;
- (3) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and
- (4) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(b) The contracting officer may, by written order, direct Air Force Occupational safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

(End of Clause)

5552.242-9000 COMMON ACCESS CARDS (CACs) FOR CONTRACTOR PERSONNEL (JANUARY 2007)

(a) For installation(s)/location(s) cited in the contract, contractors shall ensure Common Access Cards (CACs) are obtained by all contract or subcontract personnel who meet one or both of the following criteria:

- (1) Require logical access to Department of Defense computer networks and systems in either:
 - (i) the unclassified environment; or
 - (ii) the classified environment where authorized by governing security directives.
- (2) Perform work, which requires the use of a CAC for installation entry control or physical access to facilities and buildings.

(b) Contractors and their personnel shall use the following procedures to obtain CACs:

- (1) Contractors shall provide a listing of personnel authorized a CAC to the contracting officer. The contracting officer will provide a copy of the listing to the government representative in the local organization designated to authorize issuance of contractor CACs (i.e., "authorizing official").
- (2) Contractor personnel on the listing shall each complete and submit a DD Form 1172-2 or other authorized DoD electronic form to the authorizing official. The authorizing official will verify the applicant's name against the contractor's listing and return the DD Form 1172-2 to the contractor personnel.
- (3) Contractor personnel will proceed to the nearest CAC issuance workstation (usually the local Military Personnel Flight (MPF) with the DD Form 1172-2 and appropriate documentation to support their identification and/or citizenship. The CAC issuance workstation will then issue the CAC.

(c) While visiting or performing work on installation(s)/location(s), contractor personnel shall wear or prominently display the CAC as required by the governing local policy.

(d) During the performance period of the contract, the contractor shall:

(1) Within 7 working days of any changes to the listing of the contract personnel authorized a CAC, provide an updated listing to the contracting officer who will provide the updated listing to the authorizing official;

(2) Return CACs in accordance with local policy/directives within 7 working days of a change in status for contractor personnel who no longer require logical or physical access;

(3) Return CACs in accordance with local policy/directives within 7 working days following a CACs expiration date; and

(4) Report lost or stolen CACs in accordance with local policy/directives.

(e) Within 7 working days following completion/termination of the contract, the contractor shall return all CACs issued to their personnel to the issuing office or the location specified by local policy/directives.

(f) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

5552.247-9000 AIR SAFETY (JANUARY 2007)

(a) Contractor is obligated to comply with generally accepted standards of airmanship, training, and maintenance practices and procedures. Contractor must also satisfy Department of Defense (DOD) quality and safety requirements as described in 32 CFR Part 861, Section 861.4. 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 (FAA) 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 DOD:

(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 (United States Transportation Command) 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 5552.247-9001, "Requirement for Authorization to Engage in Air Transportation."

(End of Clause)

**5552.247-9001 REQUIREMENT FOR AUTHORIZATION TO ENGAGE IN AIR TRANSPORTATION
ALTERNATE II (JANUARY 2007)**

(a) This contract is conditioned upon the Contractor (if the contractor is a team arrangement, applies to each team member) being an air carrier and holding a Certificate of Public Convenience and Necessity issued under Section 401 of the Federal Aviation Act (FAA of 1958, as amended), or otherwise authorized by the Department of Transportation (DOT) to engage in direct air transportation services, holding an Air Carrier's Operating Certificate issued by the FAA under Part 135 of the Federal Aviation Regulations (14 CFR 135) for airlift operated by the offeror, and participating in the CRAF, if applicable. Furthermore, the Contractor shall not be in a suspension or temporary nonuse status in accordance with clause 5552.247-9000, "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 clause 5552.247-9002, "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."

(End of Clause)

5552.247-9002 CONTRACTOR'S FAILURE TO PROVIDE SERVICE ALTERNATE II (JANUARY 2007)

(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 canceled flight or services.

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

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

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

(End of Clause)

SPECIAL CLAUSE

SPECIAL CONTRACT CLAUSE

PASSENGER AND PUBLIC LIABILITY INSURANCE

(a). General. Prior to performance of any services hereunder, the contractor shall, at its own expense, procure and maintain during the entire performance period of this contract, with financially and legally responsible insurance company or companies, passenger and public liability insurance. The contractor shall furnish to the Contracting Officer Evidence of Insurance duly executed by the Insurer, of the insurance required by this contract.

(b). Liability insurance purchased pursuant to the requirements of this paragraph shall cover payment to the Government, pursuant to the subrogation provision of the Medical Care Recovery Act (42 USC 2651-3) and within the liability limitations of this contract, of the cost of Government provided medical care to the extent that said insurance would cover payment to injured individuals of the cost of medical care in the absence of any Government obligation to provide medical care. If a court of competent jurisdiction determines that any transportation furnished

pursuant to this contract is subject to the Warsaw Convention, 49 Stat. 30000, and the contractor is entitled to limit its liability under that Convention, then the minimum limit of insurance required by this clause shall be considered to be a "higher limit of liability agreed to by special contract" as contemplated by the last sentence of Article 22(1) of that Convention, and the Contractor agrees that it shall not with respect to any claim arising out of the death, wounding, or other bodily injury of a passenger, avail itself of any defense under Article 20(1) of the Convention. Nothing herein shall be deemed to affect the rights and liabilities of the contractor with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or bodily injury of a passenger.

(c). Split Limits Liability. The minimum limits of liability insurance coverage maintained by the contractor shall be as follows:

(1). Liability for bodily injury to or death of aircraft passengers: A limit for any one passenger of at least three hundred thousand dollars (\$300,000.00), and a limit for each occurrence in any one aircraft of at least an amount equal to the sum produced by multiplying three hundred thousand dollars (\$300,000.00) by the next highest whole number resulting from taking 75 percent of the total number of passenger seats installed in the aircraft.

(2). Liability for bodily injury to or death of persons (excluding passengers): A limit of at least three hundred thousand dollars (\$300,000.00) for any one person in any one occurrence, and a limit of at least twenty million dollars (\$20,000,000.00) for each occurrence.

(3). Liability for loss of or damage to property: A limit of at least twenty million dollars (\$20,000,000.00) for each occurrence.

(4). Combined Single Limit Liability.

(d). Notwithstanding the provisions of paragraph b above the contractor may be insured for a single limit of liability for each occurrence. In that event, coverage shall be equal to or greater than the combined required minimums set forth in paragraph c, above, for bodily injury, property damage, and/or passenger liability for the type of use to which such aircraft is put, as the case may be.

(e). In the case of a single limit of liability, aircraft may be insured by a combination of primary and excess policies. Such policies shall have combined coverage equal to or greater than the required minimums set forth in paragraph c, above, for bodily injury to non-passengers, property damage, and/or passenger liability for the type of use to which the aircraft is put, as the case may be.

NOTE: In the event the proposed changes to the Warsaw Convention, known as the Montreal Protocol, are approved or ratified by the United States and become effective in the United States, the Montreal Protocol will take precedence to the extent it is inconsistent with the terms of the contract regarding insurance.

CONTRACTOR ACQUIRED INSURANCE

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

WAWF INVOICING INSTRUCTIONS

WIDE AREA WORKFLOW – RECEIPT AND ACCEPTANCE (WAWF-RA) ELECTRONIC RECEIVING REPORT AND INVOICING INSTRUCTIONS

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.

Requests for payments must be submitted electronically via the Internet through the Wide Area WorkFlow – Receipt and Acceptance (WAWF-RA) system at <https://wawf.eb.mil>.

Questions concerning payment should be directed to the Defense Finance Accounting Services (DFAS). Please have your order number and invoice number ready when contacting DFAS about payment status. You can also access payment information using the DFAS myInvoice web site at <https://myinvoice.csd.disa.mil/index.html>

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

CONTRACT NUMBER:	HTC711-07-M-0005
DELIVERY ORDER NUMBER:	
TYPE OF DOCUMENT:	Invoice and Receiving Report (Combo)
CAGE CODE:	1WVA5
ISSUE BY DODAAC:	HTC711
ADMIN DODAAC:	HTC711
INSPECT BY DODAAC:	
SERVICE ACCEPTOR / SHIP TO:	
PAY OFFICE DODAAC:	HQ0302

SEND MORE E-MAIL NOTIFICATIONS:

CONTRACT ADMINISTRATOR:	cindy.strout@ustranscom.mil
CONTRACTING OFFICER:	mary.green@ustranscom.mil
ADDITIONAL NOTIFICATION:	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				3. CONTRACT ID CODE J		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 03-Apr-2007		4. REQUISITION/PURCHASE REQ. NO. FY4127057000		5. PROJECT NO. (If applicable)	
6. ISSUED BY USTRANSCOM COMMAND ACQUISITION 808 SCOTT DR SCOTT AFB IL 62225-5357		CODE HTC711		7. ADMINISTERED BY (If other than item 6) See item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PRESIDENTIAL AIRWAYS INC 114 HANGAR LANE CAMDEN NC 27921-0000				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HTC711-07-M-0005			
				X 10B. DATED (SEE ITEM 13) 02-Apr-2007			
CODE 1WVA5		FACILITY CODE 1WVA5					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 4. The hour and date specified by receipt of ODR <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in this solicitation or is amended by one of the following methods: (a) By completing items 9 and 10, and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or teletype which includes reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by teletype or letter, provided such teletype or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 62.212-4 Contract Terms and Conditions - Commercial Items							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: lcsirc01078 The purpose of this modification is to add funds to Cost Reimbursable CLINs							
Except as provided herein, all terms and conditions of the document referenced in item 2A or 10A, as heretofore changed, remain unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR/OFFEROR				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARY ELLEN GREEN / CONTRACTING OFFICER TEL: 618-256-4300 EMAIL: marygreen@ustrancom.mil			
15C. DATE SIGNED 4/6/07 (Signature of person authorized to sign)				16B. UNITED STATES OF AMERICA BY <u>Mary Ellen Green</u> (Signature of Contracting Officer)		16C. DATE SIGNED 06-Apr-2007	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Atch 2

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$3,105,734.00 from \$6,694,266.00 (EST) to \$9,800,000.00 (EST).

SUPPLIES OR SERVICES AND PRICES

CLIN 0008

The estimated/max cost has increased by \$2,705,734.00 from \$0.00 to \$2,705,734.00.
The unit of issue has changed from Lot to Dollars, U.S..
The cost constraint NTE has been added.
The MILSTRIP FY441270679007 has been added.
The total cost of this line item has increased by \$2,705,734.00 from \$0.00 to \$2,705,734.00.

CLIN 0009

The estimated/max cost has increased by \$200,000.00 from \$0.00 to \$200,000.00.
The unit of issue has changed from Lot to Dollars, U.S..
The cost constraint NTE has been added.
The MILSTRIP FY441270679008 has been added.
The total cost of this line item has increased by \$200,000.00 from \$0.00 to \$200,000.00.

CLIN 0010

The estimated/max cost has increased by \$200,000.00 from \$0.00 to \$200,000.00.
The unit of issue has changed from Lot to Dollars, U.S..
The cost constraint NTE has been added.
The MILSTRIP FY441270679009 has been added.
The total cost of this line item has increased by \$200,000.00 from \$0.00 to \$200,000.00.

SUBCLIN 000801 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000801			Dollars, U.S.		
	Funding for CLIN 0008				
	COST				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: FY441270679000				
	SIGNAL CODE: A				
				ESTIMATED COST	\$0.00
	ACRN AB				\$2,705,734.00
	CIN: FY4412706790000008				

SUBCLIN 000901 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000901			Dollars, U.S.		
	Funding for CLIN 0009				
	COST				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: FY441270679000				
	SIGNAL CODE: A				
				ESTIMATED COST	\$0.00
	ACRN AB				\$200,000.00
	CIN: FY4412706790000009				

SUBCLIN 001001 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001001			Dollars, U.S.		
	Funding for CLIN 0010				
	COST				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: FY441270679000				
	SIGNAL CODE: A				
				ESTIMATED COST	\$0.00
	ACRN AB				\$200,000.00
	CIN: FY4412706790000010				

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$3,105,734.00 from \$6,694,266.00 to \$9,800,000.00.

AB: 2172020 0000 0 8A-2084 P135197.00000 22NL 8334G4 MIPR7E34G40070 34G483 S09076 (CIN FY4412706790000003) was decreased by \$1,530,912.00 from \$1,530,912.00 to \$0.00

SUBCLIN 000801:

Funding on SUBCLIN 000801 is initiated as follows:

ACRN: AB

CIN: FY4412706790000008

Acctng Data: 2172020 0000 0 8A-2084 P135197.00000 22NL 8334G4 MIPR7E34G40070 34G483 S09076

Increase: \$2,705,734.00

Total: \$2,705,734.00

SUBCLIN 000901:

Funding on SUBCLIN 000901 is initiated as follows:

ACRN: AB

CIN: FY4412706790000009

Acctng Data: 2172020 0000 0 8A-2084 P135197.00000 22NL 8334G4 MIPR7E34G40070 34G483 S09076

Increase: \$200,000.00

Total: \$200,000.00

SUBCLIN 001001:

Funding on SUBCLIN 001001 is initiated as follows:

ACRN: AB

CIN: FY4412706790000010

Acctng Data: 2172020 0000 0 8A-2084 P135197.00000 22NL 8334G4 MIPR7E34G40070 34G483 S09076

Increase: \$200,000.00

Total: \$200,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 30
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 01-Oct-2007		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	
6. ISSUED BY USTRANSCOM COMMAND ACQUISITION 508 SCOTT DR SCOTT AFB IL 62225-5357		7. ADMINISTERED BY (If other than item 6) See Item 6		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PRESIDENTIAL AIRWAYS INC. 114 HANGAR LANE CAMDEN NC 27921-0000				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				<input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. HTC711-07-M-0005	
				<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 02-Apr-2007	
CODE 1WVA5		FACILITY CODE 1WVA5			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) FAR 52.217-8, Option to Extend Services					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: tchackr07447 A. The purpose of this modification is to extend the period of performance by two months 1 October 07 - 30 November 07. B. The total dollar amount obligated under this Purchase Order is increased by \$3,072,190.00 from \$9,800,000.00 to \$12,872,190.00. C. The PWS is changed to show that routine medical care is authorized. D. CLINs 0002 and 0007 are changed from a pressurized aircraft to an unpressurized aircraft with no change in monthly service or flight hour costs. E. All other terms and conditions remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ELAINE M. HAYES / CONTRACTING OFFICER TEL: 618-229-1180 EMAIL: elaine.hayes@ustrancom.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u><i>Elaine M. Hayes</i></u> (Signature of Contracting Officer)	
				16C. DATE SIGNED 01-Oct-2007	

 EXCEPTION TO SF 30
 APPROVED BY OIRM 11-84

30-105-04

 STANDARD FORM 30 (Rev. 10-83)
 Prescribed by GSA
 FPMR (41 CFR) 101-11.6

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$3,072,190.00 from \$9,800,000.00 (EST) to \$12,872,190.00 (EST).

SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The CLIN description has changed from Monthly Service (1) Pressurized Aircraft to Mthly Service (1) Unpressurized aircraft.

The CLIN extended description has changed from The contractor shall provide one pressurized aircraft to be available for STOL services IAW attached Performance Work Statement (PWS). Price out per aircraft/per month. If aircraft is able to be in country sooner than 30 days after contract award the price per month will be divided by 30 and multiplied by the number of days the aircraft is in country in order to allow for partial payment commensurate with time in country in support of this contract. to The contractor shall provide one unpressurized aircraft to be available for STOL services IAW attached Performance Work Statement (PWS). Price out per aircraft/per month. If aircraft is able to be in country sooner than 30 days after contract award the price per month will be divided by 30 and multiplied by the number of days the aircraft is in country in order to allow for partial payment commensurate with time in country in support of this contract..

The pricing detail quantity has increased by 2.00 from 6.00 to 8.00.

The total cost of this line item has increased by \$510,304.00 from \$1,530,912.00 to \$2,041,216.00.

CLIN 0003

The pricing detail quantity has increased by 2.00 from 6.00 to 8.00.

The total cost of this line item has increased by \$510,304.00 from \$1,530,912.00 to \$2,041,216.00.

CLIN 0004

The pricing detail quantity has increased by 2.00 from 6.00 to 8.00.

The total cost of this line item has increased by \$510,304.00 from \$1,530,912.00 to \$2,041,216.00.

CLIN 0005

The CLIN description has changed from Demobilization to Demobilization (FY07).

The pricing detail quantity has increased by 3.00 from 3.00 to 6.00.

The total cost of this line item has increased by \$174,519.00 from \$174,519.00 to \$349,038.00.

CLIN 0006

The pricing detail quantity has increased by 580.00 from 1,750.00 to 2,330.00.

The total cost of this line item has increased by \$390,340.00 from \$1,177,750.00 (EST) to \$1,568,090.00 (EST).

CLIN 0007

The CLIN description has changed from Flying Hours Pressurized to Flying Hours Unpressurized.

The pricing detail quantity has increased by 300.00 from 854.00 to 1,154.00.

The total cost of this line item has increased by \$201,900.00 from \$574,742.00 (EST) to \$776,642.00 (EST).

CLIN 0008

The estimated/max cost has increased by \$374,519.00 from \$2,705,734.00 to \$3,080,253.00.

The total cost of this line item has increased by \$374,519.00 from \$2,705,734.00 to \$3,080,253.00.

CLIN 0009

The estimated/max cost has increased by \$200,000.00 from \$200,000.00 to \$400,000.00.

The total cost of this line item has increased by \$200,000.00 from \$200,000.00 to \$400,000.00.

CLIN 0010

The estimated/max cost has increased by \$200,000.00 from \$200,000.00 to \$400,000.00.

The total cost of this line item has increased by \$200,000.00 from \$200,000.00 to \$400,000.00.

SUBCLIN 000203 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000203	Funding for CLIN 0002 FY08 FFP Funding for CLIN 0002, Monthly Service for 1 Unpressurized Aircraft. Extension for 2 months per mod P0002 (1 Oct 07 - 30 Nov 07). FOB: Destination PURCHASE REQUEST NUMBER: F3ST9672639100 SIGNAL CODE: A		Months		
				NET AMT	\$0.00
	ACRN AC CIN: F3ST96726391000000AA				\$510,304.00

SUBCLIN 000303 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000303	Funding for CLIN 0003 FY08 FFP Funding for CLIN 0003, Monthly Service for 1 Unpressurized Aircraft. Extension for 2 months per mod P0002 (1 Oct 07 - 30 Nov 07). FOB: Destination PURCHASE REQUEST NUMBER: F3ST9672639100 SIGNAL CODE: A		Months		

NET AMT	\$0.00
---------	--------

ACRN AC	\$510,304.00
CIN: F3ST96726391000000AA	

SUBCLIN 000403 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000403	Funding for CLIN 0004 FY08 FFP Funding for CLIN 0004, Monthly Service for 1 Unpressurized Aircraft. Extension for 2 months per mod P0002 (1 Oct 07 - 30 Nov 07). FOB: Destination PURCHASE REQUEST NUMBER: F3ST9672639100 SIGNAL CODE: A		Months		

NET AMT	\$0.00
---------	--------

ACRN AC	\$510,304.00
CIN: F3ST96726391000000AA	

SUBCLIN 000503 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000503	Funding for CLIN 0005 FY08 FFP Funding for CLIN 0005, Demobilization for FY08. Extension for 2 months per mod P0002 (1 Oct 07 - 30 Nov 07). FOB: Destination PURCHASE REQUEST NUMBER: F3ST9672639100 SIGNAL CODE: A		Each		

NET AMT

\$0.00

ACRN AC
CIN: F3ST96726391000000AA

\$174,519.00

SUBCLIN 000603 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000603	Funding for CLIN 0006 FY08 FFP Funding for CLIN 0006, Flying Hours for Unpressurized Aircraft. Extension for 2 months per mod P0002 (1 Oct 07 - 30 Nov 07). FOB: Destination PURCHASE REQUEST NUMBER: F3ST9672639100 SIGNAL CODE: A		Hours		

NET AMT

\$0.00

ACRN AC
CIN: F3ST96726391000000AA

\$390,340.00

SUBCLIN 000703 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000703	Funding for CLIN 0007 FY08 FFP Funding for CLIN 0007, Flying Hours for Unpressurized Aircraft. Extension for 2 months per mod P0002 (1 Oct 07 - 30 Nov 07). FOB: Destination PURCHASE REQUEST NUMBER: F3ST9672639100 SIGNAL CODE: A		Hours		

NET AMT	\$0.00
---------	--------

ACRN AC	\$201,900.00
CIN: F3ST96726391000000AA	

SUBCLIN 000802 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000802	Funding for CLIN 0008 FY08 FFP Funding for CLIN 0008, Reimbursables for Fuel. Extension for 2 months per mod P0002 (1 Oct 07 - 30 Nov 07). FOB: Destination PURCHASE REQUEST NUMBER: F3ST9672639100 SIGNAL CODE: A		Dollars, U.S.		

NET AMT	\$0.00
---------	--------

ACRN AC	\$374,519.00
CIN: F3ST96726391000000AA	

SUBCLIN 000902 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000902			Dollars, U.S.		
	Funding for CLIN 0009 FY08 FFP Funding for CLIN 0009, Reimbursable for Food and Lodging. Extension for 2 months per mod P0002 (1 Oct 07 - 30 Nov 07). FOB: Destination PURCHASE REQUEST NUMBER: F3ST9672639100 SIGNAL CODE: A				
				NET AMT	\$0.00
	ACRN AC CIN: F3ST96726391000000AA				\$200,000.00

SUBCLIN 001002 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001002			Dollars, U.S.		
	Funding for CLIN 0010 FY08 FFP Funding for CLIN 0010, Reimbursables for Airport Fees. Extension for 2 months per mod P0002 (1 Oct 07 - 30 Nov 07). FOB: Destination PURCHASE REQUEST NUMBER: F3ST9672639100 SIGNAL CODE: A				
				NET AMT	\$0.00
	ACRN AC CIN: F3ST96726391000000AA				\$200,000.00

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$3,072,190.00 from \$9,800,000.00 to \$12,872,190.00.

SUBCLIN 000203:

Funding on SUBCLIN 000203 is initiated as follows:

ACRN: AC

CIN: F3ST96726391000000AA

Acctng Data: 2182020.0000 0000 8A-2084 P135197.0000 22NL 8334G4 MIPR8A34G40001 34G483 S09076

Increase: \$510,304.00

Total: \$510,304.00

SUBCLIN 000303:

Funding on SUBCLIN 000303 is initiated as follows:

ACRN: AC

CIN: F3ST96726391000000AA

Acctng Data: 2182020.0000 0000 8A-2084 P135197.0000 22NL 8334G4 MIPR8A34G40001 34G483 S09076

Increase: \$510,304.00

Total: \$510,304.00

SUBCLIN 000403:

Funding on SUBCLIN 000403 is initiated as follows:

ACRN: AC

CIN: F3ST96726391000000AA

Acctng Data: 2182020.0000 0000 8A-2084 P135197.0000 22NL 8334G4 MIPR8A34G40001 34G483 S09076

Increase: \$510,304.00

Total: \$510,304.00

SUBCLIN 000503:

Funding on SUBCLIN 000503 is initiated as follows:

ACRN: AC

CIN: F3ST96726391000000AA

Acctng Data: 2182020.0000 0000 8A-2084 P135197.0000 22NL 8334G4 MIPR8A34G40001 34G483 S09076

Increase: \$174,519.00

Total: \$174,519.00

SUBCLIN 000603:

Funding on SUBCLIN 000603 is initiated as follows:

ACRN: AC

CIN: F3ST96726391000000AA

Acctng Data: 2182020.0000 0000 8A-2084 P135197.0000 22NL 8334G4 MIPR8A34G40001 34G483 S09076

Increase: \$390,340.00

Total: \$390,340.00

SUBCLIN 000703:

Funding on SUBCLIN 000703 is initiated as follows:

ACRN: AC

CIN: F3ST96726391000000AA

Acctng Data: 2182020.0000 0000 8A-2084 P135197.0000 22NL 8334G4 MIPR8A34G40001 34G483 S09076

Increase: \$201,900.00

Total: \$201,900.00

SUBCLIN 000802:

Funding on SUBCLIN 000802 is initiated as follows:

ACRN: AC

CIN: F3ST96726391000000AA

Acctng Data: 2182020.0000 0000 8A-2084 P135197.0000 22NL 8334G4 MIPR8A34G40001 34G483 S09076

Increase: \$374,519.00

Total: \$374,519.00

SUBCLIN 000902:

Funding on SUBCLIN 000902 is initiated as follows:

ACRN: AC

CIN: F3ST96726391000000AA

Acctng Data: 2182020.0000 0000 8A-2084 P135197.0000 22NL 8334G4 MIPR8A34G40001 34G483 S09076

Increase: \$200,000.00

Total: \$200,000.00

SUBCLIN 001002:

Funding on SUBCLIN 001002 is initiated as follows:

ACRN: AC

CIN: F3ST96726391000000AA

Acctng Data: 2182020.0000 0000 8A-2084 P135197.0000 22NL 8334G4 MIPR8A34G40001 34G483 S09076

Increase: \$200,000.00

Total: \$200,000.00

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
30-SEP-2007	3	USTRANSCOM COMMAND ACQUISITION CYNTHIA L. STROUT 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-4300 FOB: Destination	HTC711

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
30-SEP-2007	3	USTRANSCOM COMMAND ACQUISITION CINDY L. STROUT 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-9623 FOB: Destination	HTC711

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
30-SEP-2007	6	USTRANSCOM COMMAND ACQUISITION CYNTHIA L. STROUT 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-4300 FOB: Destination	HTC711

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-OCT-2007	8	USTRANSCOM COMMAND ACQUISITION CINDY L. STROUT 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-9623 FOB: Destination	HTC711

The following Delivery Schedule item for SUBCLIN 000201 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
---------------	----------	-----------------	-----

30-SEP-2007	0	N/A FOB: Destination
-------------	---	-------------------------

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-OCT-2007	0	N/A FOB: Destination	

The following Delivery Schedule item for SUBCLIN 000202 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
30-SEP-2007		N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-OCT-2007		N/A FOB: Destination	

The following Delivery Schedule item for CLIN 0003 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
30-SEP-2007	6	USTRANSCOM COMMAND ACQUISITION HTC711 CYNTHIA L. STROUT 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-4300 FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-OCT-2007	8	USTRANSCOM COMMAND ACQUISITION HTC711 CINDY L. STROUT 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-9623 FOB: Destination	

The following Delivery Schedule item for SUBCLIN 000301 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
---------------	----------	-----------------	-----

30-SEP-2007

N/A
FOB: Destination

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
---------------	----------	-----------------	-----

31-OCT-2007

N/A
FOB: Destination

The following Delivery Schedule item for SUBCLIN 000302 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
---------------	----------	-----------------	-----

30-SEP-2007

N/A
FOB: Destination

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
---------------	----------	-----------------	-----

31-OCT-2007

N/A
FOB: Destination

The following Delivery Schedule item for CLIN 0004 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
---------------	----------	-----------------	-----

30-SEP-2007

6

 USTRANSCOM COMMAND ACQUISITION HTC711
 CYNTHIA L. STROUT
 508 SCOTT DR
 SCOTT AFB IL 62225-5357
 618-256-4300
 FOB: Destination

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
---------------	----------	-----------------	-----

31-OCT-2007

8

 USTRANSCOM COMMAND ACQUISITION HTC711
 CINDY L. STROUT
 508 SCOTT DR
 SCOTT AFB IL 62225-5357
 618-256-9623
 FOB: Destination

The following Delivery Schedule item for SUBCLIN 000401 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
---------------	----------	-----------------	-----

30-SEP-2007

N/A
FOB: Destination

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-OCT-2007		N/A FOB: Destination	

The following Delivery Schedule item for SUBCLIN 000402 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
30-SEP-2007		N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-OCT-2007		N/A FOB: Destination	

The following Delivery Schedule item for CLIN 0005 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
30-SEP-2007	3	USTRANSCOM COMMAND ACQUISITION HTC711 CYNTHIA L. STROUT 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-4300 FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
30-SEP-2007	6	USTRANSCOM COMMAND ACQUISITION HTC711 CINDY L. STROUT 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-9623 FOB: Destination	

The following Delivery Schedule item for CLIN 0006 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
---------------	----------	-----------------	-----

30-SEP-2007	1,750	USTRANSCOM COMMAND ACQUISITION HTC711 CYNTHIA L. STROUT 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-4300 FOB: Destination
-------------	-------	---

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-OCT-2007	2,330	USTRANSCOM COMMAND ACQUISITION HTC711 CINDY L. STROUT 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-9623 FOB: Destination	

The following Delivery Schedule item for SUBCLIN 000601 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
30-SEP-2007		N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-OCT-2007		N/A FOB: Destination	

The following Delivery Schedule item for SUBCLIN 000602 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
30-SEP-2007		N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-OCT-2007		N/A FOB: Destination	

The following Delivery Schedule item for CLIN 0007 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
---------------	----------	-----------------	-----

30-SEP-2007	854	USTRANSCOM COMMAND ACQUISITION HTC711 CYNTHIA L. STROUT 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-4300 FOB: Destination
-------------	-----	---

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-OCT-2007	1,154	USTRANSCOM COMMAND ACQUISITION HTC711 CINDY L. STROUT 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-9623 FOB: Destination	

The following Delivery Schedule item for SUBCLIN 000701 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
30-SEP-2007		N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-OCT-2007		N/A FOB: Destination	

The following Delivery Schedule item for SUBCLIN 000702 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
30-SEP-2007		N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-OCT-2007		N/A FOB: Destination	

The following Delivery Schedule item for CLIN 0008 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
---------------	----------	-----------------	-----

30-SEP-2007

USTRANSCOM COMMAND ACQUISITION HTC711
 CYNTHIA L. STROUT
 508 SCOTT DR
 SCOTT AFB IL 62225-5357
 618-256-4300
 FOB: Destination

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-OCT-2007		USTRANSCOM COMMAND ACQUISITION HTC711 CINDY L. STROUT 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-9623 FOB: Destination	

The following Delivery Schedule item for SUBCLIN 000801 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
30-SEP-2007		N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-OCT-2007		N/A FOB: Destination	

The following Delivery Schedule item for CLIN 0009 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
30-SEP-2007		USTRANSCOM COMMAND ACQUISITION HTC711 CYNTHIA L. STROUT 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-4300 FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC

31-OCT-2007

USTRANSCOM COMMAND ACQUISITION HTC711
CINDY L. STROUT
508 SCOTT DR
SCOTT AFB IL 62225-5357
618-256-9623
FOB: Destination

The following Delivery Schedule item for SUBCLIN 000901 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
30-SEP-2007		N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-OCT-2007		N/A FOB: Destination	

The following Delivery Schedule item for CLIN 0010 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
30-SEP-2007		USTRANSCOM COMMAND ACQUISITION HTC711 CYNTHIA L. STROUT 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-4300 FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-OCT-2007		USTRANSCOM COMMAND ACQUISITION HTC711 CINDY L. STROUT 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-9623 FOB: Destination	

The following Delivery Schedule item for SUBCLIN 001001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
30-SEP-2007		N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-OCT-2007		N/A FOB: Destination	

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000203:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000303:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000403:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000503:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000603:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000703:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000802:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000902:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 001002:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following have been modified:

52.212-4 ADDENDUM

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS OCT 2003
(ADDENDUM) COMMERCIAL ITEMS (IAW FAR 12.301(b)(3))

(a) Paragraph (f) entitled "Excusable Delays" is tailored to include the following: "Should an excusable delay cause the contractor to be unable to perform in accordance with the contract; the government reserves the right to obtain service for the affected CLIN from another source. This right is in effect until the contractor provides written notice of the cessation of the occurrence or the government's obligation to use the other source has expired, whichever is later."

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

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS)

AFGHANISTAN COMMERCIAL AIRLIFT SERVICES

21 Feb 07

USTRANSCOM

TABLE OF CONTENTS

1. Description of Services

- 1.1. Scope of Contract
- 1.2. Aircraft Requirements
- 1.3. Personnel Requirements
- 1.4. Aircraft Maintenance
- 1.5. Passenger Service
- 1.6. Cargo Service
- 1.7. Transporting Hazardous Cargo
- 1.8. Passenger and Cargo Combination (COMBI) Service
- 1.9. Intransit Visibility (ITV)

2. Service Delivery Summary

3. Government Furnished Property and Services

- 3.1. Services
- 3.2. Services at Bagram AB, Afghanistan

4. General Information

- 4.1. Project Management
- 4.2. Security
- 4.3. Force Protection
- 4.4. Quality Control
- 4.5. Passports, Geneva Convention Cards and Common Access Card (CAC)
- 4.6. Communications
- 4.7. Aircrew Duty Day Requirements
- 4.8. Flying In Controlled Airspace
- 4.9. Fire Containment Covers
- 4.10. Safety Barriers
- 4.11. Authority To Leave Unsafe Aircraft
- 4.12. Workload Estimates

1. Description of Services.

1.1. Scope of Contract. Provide all fixed-wing aircraft, personnel, equipment, tools, material, maintenance, and supervision necessary to perform three (3) simultaneous missions for a period of seven (7) months. Two (2) of the three aircraft must be capable of Short Take-Off and Landing (STOL) passenger, cargo, or passenger and cargo air transportation services that the DOD elects to perform via commercial charter between locations in the AOR of Afghanistan, Uzbekistan, and Pakistan as identified at the time of mission scheduling.

1.1.1. Aircraft/crew will perform a 14-hour duty day, seven (7) days a week. The 14 hours exceeds the eight (8) hours flying stated in para 1.1.2 below and is meant to allow for mission planning, load/off-load time, debriefs, etc. Estimate 5 flight hours per day, per aircraft x 7 days a week

1.1.2. Missions will be scheduled at least twenty-four (24) hours in advance, unless otherwise agreed to by the contractor and Quality Assurance Personnel (QAP). Each aircraft will be expected to fly no more than eight (8) hours of flight time per day. Normally, all missions will originate and end at Bagram Air Base (AB), Afghanistan. If tasked by DOD, contractor is authorized to Remain Over Night (RON) at other locations. DOD is responsible for providing support when RONing elsewhere.

1.1.3. The contractor shall coordinate all airlift movements with the Regional Air Movement Control Center prior to any mission. Aircraft routes and altitudes are in accordance with the Republic of Afghanistan Aeronautical Information Publication (AIP) located at <http://ramcc.dtic.mil/afgh.htm>.

1.1.4. The Government anticipates contracting for up to a maximum of 3000 flight hours per life of the contract.

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

1.1.6. Aircraft departure shall take place within 20 minutes of scheduled departure times.

1.2. Aircraft Requirements.

1.2.1. The contractor shall provide two (2) unpressurized and one (1) pressurized aircraft that are multi-engine, fixed wing aircraft listed on and operated IAW the air carrier's Federal Aviation Regulation (FAR) 135 certificate. All aircraft should have the flexibility to transport a minimum of seven passengers and personal baggage, transport a minimum of seven passengers with personal baggage and cargo, or transport cargo only. Note: Planning weight for passengers plus their baggage is 400 lbs per person.

1.2.2. The unpressurized aircraft must be capable of carrying a minimum useful load of 3,000 lbs in any combination for a 300 mile stage length non-stop.

1.2.2.1. The unpressurized aircraft shall have an onboard passenger oxygen system readily available for installation in the aircraft for use in the event the aircraft is used to transport passengers.

1.2.3. The pressurized aircraft must be capable of carrying a minimum useful load of 3,000 lbs in any combination for a 400 mile stage length non-stop.

1.2.4. Unpressurized aircraft must be capable of taking-off and landing on short (minimum 3,500 ft) unimproved runways.

1.2.5. Aircraft must be capable of transporting passenger/cargo loads in extreme hot and cold temperature conditions that include high altitudes with mountain ranges up to 15,000 ft AGL.

1.2.6. Aircraft must be configured with Ultra High Frequency (UHF) and Very High Frequency (VHF) radio, and Global Positioning Satellite (GPS).

1.2.7. Aircraft must be able to fly under Instrument Flight Rules (IFR) conditions.

1.3. Personnel Requirements.

1.3.1 All personnel performing under this contract are required to possess a Secret security clearance. Interim clearances are acceptable initially. All personnel are required to speak English in a fluent and coherent manner. Personnel performing this contract are considered to be U.S. civilians serving with, employed by, or accompanying the Armed Forces of the United States and coalition forces. The contractor and its employees will be bound to adhere to General Order 1, and any supplements or any successor order.

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

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

1.3.4. Contractor will provide sufficient personnel to complete the missions.

1.4. **Aircraft Maintenance.** Aircraft will be maintained and operated in accordance with FAR 135.

1.5. Pressurized Service.

1.5.1. The contractor shall transport a minimum of seven and a maximum of nineteen passengers and personal baggage per mission. The actual number of passengers will be determined by the distance to and the altitude and temperature of the desired location. Planning weight for passengers plus their baggage is 400 lbs per person.

1.5.2. Bagram Passenger Services personnel will provide the contractor a list of personnel authorized for flight prior to boarding. The contractor shall not permit any unauthorized personnel to board the aircraft.

1.5.3. The contractor shall verify passenger body weight with calibrated scales. If scales are not available, interrogated weights can be used.

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

1.6. Short Take-Off and Landing (STOL) Unpressurized Service.

1.6.1. Provide cargo air transportation capable of carrying an 8'x 3'x 3' with a gross weight of 300 lbs each.

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

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

1.6.4 Contractor shall verify cargo weight with calibrated scales.

1.7 Transporting Hazardous Cargo. The Government requires passengers to carry a full complement of munitions and explosives necessary to execute their mission as well as other HAZMAT. Contractor shall carry HAZMAT in accordance with their DOT approvals and exemptions. Contractor shall provide a copy of any DOT exemptions to the Contracting Officer. If contractor does not currently possess the necessary approvals and exemptions to carry such HAZMAT, contractor must act with due diligence to obtain an exemption and the Government will cooperate in all good faith to obtain such exemption.

1.8. Passenger and Cargo Combination (COMBI) Service.

1.8.1. Provide passenger and cargo combination service in accordance with paragraphs 1.2.2 or 1.2.3 depending on the type of aircraft.

1.8.2. Receive Federal Aviation Administration (FAA) approval to operate in a combination mode.

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

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

1.9. Intransit Visibility (ITV)

1.9.1. Contractor will be required to provide to the Movement Control Battalion (MCB) or Command Post at Bagram departure and arrival notification at all locations via phone, radio, or satellite phone. If communication is not available, contractor will provide information through Bagram either in flight or upon return to home station.

2. Service Delivery Summary

Performance Objective	SOW para.	Performance Threshold
Schedule and Perform All Missions	Para. 1.1, 1.2, 1.5, 1.6, 1.7, 1.8	85% of Missions Completed Scheduled.
Provide Air Mobility Division Weekly And Quarterly Flight Segment/Hours Reports	Para. 1.1, 1.2, 1.5, 1.6, 1.7, 1.8	100% Accurate, Complete, and On time.
Contractor shall maintain Passenger manifest until mission is complete	Para. 1.5.3. and 3.1.3.	100% of Missions
Aircrew shall remain on flight plan filed, unless deviation for safety of flight is required	Para. 1.1.3	100% of Missions

3. Government Furnished Property and Services

3.1. Services

3.1.1. Material Safety Data Sheets (MSDS).

3.1.2. Mission Schedule.

3.1.3. Passenger Manifest Listing.

3.1.4. Hazardous Material (HAZMAT) Cargo and Disposition Instructions

3.1.5. Space Available (Space A) travel: Contractor personnel who are US citizens may fly Space A on military flights that go to Frankfurt, Manas and Al Udeid, Qatar. Contractor is required to reimburse the Government for these flights.

3.1.6. Contractor is authorized to utilize DOD voice communications via Defense Switched Network (DSN). A DSN line will be provided (on-netting) by the base operator at the military installation closest to the carrier's base of operations for C2 – Command and Control, STOL contract issues only. The base operator shall also off-net incoming overseas DSN calls to only the local area commercial number identified by the contractor via letter. No calls will be allowed for personal business or general company issues. An official letter (see mandatory format provided in Attachment 4) will be prepared identifying each contractor employee requiring DSN access. Any updates or changes in personnel will require submission of a new letter (no modification letters). All incoming DSN calls are tracked/logged by the base operator. Any type of non-compliance will result in having these privileges revoked.

3.1.7. JP-8 Fuel at operating sites where available.

3.1.8. Other services/property as approved by the installation commander.

3.2 Services/Property at Bagram AB, Afghanistan The US Government will provide the following services/property at Bagram.

3.2.1. JP-8 Fuel.

3.2.2. Ramp Space.

3.2.3. Aerospace Ground Equipment, generator, fire extinguishers, aircraft chocks and pressure washer. De-icing equipment and fluid as necessary. Forklift for loading and unloading as available.

3.2.4. Hangar space may be available for maintenance, but must be coordinated with the CJTF-76/Bagram Aircraft Maintenance Office/Maintenance Chief.

3.2.5. Billeting/Work Space: (4 each) Wooden shelters with beds (B-huts).

3.2.6. Class I Subsistence: Hot meals in the dining facility. The on-base contractor-provided messing is four (4) hot meals a day. Meals Ready to Eat (MREs) and bottled water will be provided for aircrew and passengers during missions and for emergency situations.

3.2.7. Office space, connections to DSN telephone and unclassified internet.

3.2.8. Force Protection. (Ref section 4.3)

3.2.9. CJTF-76, Bagram, will provide weather briefings prior to mission start.

3.2.10. Satellite Cellular Phones with Secure Sleeves and official airtime usage charges.

3.2.11. FM radios to communicate with ground elements. Radios will be replaced as required.

3.2.12. Self drive vehicle (van) large enough to transport personnel in and around Bagram Airfield, Afghanistan.

3.2.13. In-theater – Theater Indoctrination Training will be provided to air crews.

3.2.14. SIPRNET – SIPRNET access will be provided at the Command Post or secured vendor operating location.

3.2.15. Intelligence briefings regarding current threats to airfields and aircraft for the route of flight to be flown.

3.2.16. Routine Medical Services will be provided to contractor personnel on a reimbursable basis, as required.

4. General Information

4.1. Project Management

4.1.1. The contractor shall assign a Project Manager (PM) authorized to manage and administer all terms and conditions of this contract.

4.2. Security

4.2.1. Contractor Security: Government Security Forces (SF) and Quick Response Forces (QRF) personnel will provide security and force protection procedures for the contractor while on military installations and during contract performance.

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

4.2.3. Restricted Area Access: Where regular and frequent entry into restricted areas at a military installation is required by contractor or subcontractor personnel for ground handling of aircraft, the contractor or subcontractor personnel must meet the requirements established by AFI 31-401, and DD Form 254. Applications for personnel security investigations shall be made to the local Chief, Security Forces.

4.2.4. Facility Security Clearance: Where there is a need for receipt, storage or development of classified documents, a facility clearance of SECRET and classified safeguarding capability is required in accordance with the National Industrial Security Program Operating Manual, (NISPOM), paragraph and DOD 5220.22-M, paragraph 2-104. DOD 5220.22-M also provides authority for contractors to certify the personnel security clearance status of company employees and makes provisions for the contractor (Operator) who has a valid facility security clearance of SECRET to verify the security clearance status of its employees. Contractors must inform the Contracting Officer of the correct address of any company agency requiring a secure facility.

4.2.5. Personnel Security Clearance: Upon contract award, security clearance applications for all required personnel shall be completed in accordance with DOD 5220.22-M, paragraph 2-100 and instructions received from the cognizant Defense Industrial Security Officer (DISO), Defense Security Service (DSS). All required clearance actions shall be forwarded to the cognizant DISO.

4.2.6. Operations Security (OPSEC): The contractor shall be responsible for OPSEC procedures when operating missions for the DOD to include safeguarding critical information. Contractors must ensure employees receive OPSEC training upon initial assignment to a contract with OPSEC requirements. Information such as flight schedules, hotels where crews are staying, return trips, and other facts about the international mission shall be kept close hold and only communicated to persons who have a need to know this information. Flight crews should be aware of persons who are seeking information about the contractor, flights, etc. They should seek to maintain a low profile while operating DOD missions. If the contractor has questions about OPSEC they can be addressed either to the Contracting Officer or the Air Mobility Division, Al-Udeid, Qatar.

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

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

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

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

4.2.9.2. Aircraft Identification: Aircraft shall have the operating contractor's name on both sides of the fuselage commensurate with industry practice. Any names other than the operating contractor must be approved by the Contracting Officer prior to departure.

4.3. Force Protection

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

4.3.2. Operational Risk Assessment. The contractor shall assess the current situation (weather, intel, NOTAMS, terrain, crew experience, and tactical situation) to include surface to air threats and airfield attacks prior to launch to make an accurate risk assessment of each flight. The contractor shall keep the risk assessments on file for 1 year.

4.4. Quality Control

4.4.1. The contractor shall develop and implement a commercial quality control plan to ensure safe and reliable air transportation in accordance with FAR 135 and 32 CFR 861.

4.5. Passports, Geneva Convention Cards and Common Access Cards (CAC):

4.5.1. **Passports:** All company personnel supporting AMC overseas missions shall have a current and valid passport.

4.5.2. **Geneva Convention Identity Card (DD Form 489) (hereafter referred to as the Geneva Conventions Card) and Common Access Card (CAC):** Civilian noncombatant personnel authorized to accompany military forces of the US into regions of war will be issued a Geneva Conventions Card in accordance with procedures established in AFI 36-3026(1), Identification Cards for Members of the Uniformed Services, Their Family Members, and Other Eligible Personnel and a CAC Card. Contractor personnel will be required to contact USTRANSCOM, TCAQ at 618-229-4770 to coordinate processing for issuance of Geneva Convention Identity Cards and CAC Card prior to going overseas. CJTF-76 will process any line badge requirements at Bagram.

4.5.3. **Personnel Authorized To Receive The Geneva Conventions Card:** Contractor personnel employed by the contractor for performance of this contract will be issued this card. The Geneva Conventions Card will be issued by CJTF-76/CJ3 Aviation, Bagram Afghanistan, to the following company personnel:

- Aircrew personnel designated to operate company aircraft in the performance of this contract.
- Ground support personnel assigned to Bagram in support of this contract.
- Selected supervisory personnel, subject to deployment overseas, responsible for overall supervision of the company's performance of this contract.

4.6. Communications

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

4.7. Aircrew Duty Day Requirements

4.7.1. IAW Federal Aviation Regulations Part 135.

4.8. Flying In Controlled Airspace

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

4.9. Fire Containment Covers

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

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

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

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

4.10. Safety Barriers

4.10.1. All passenger and cargo doors used for on-loading and off-loading of passengers, baggage, and cargo aboard contract aircraft shall be equipped with a safety barrier at chest or waist level. The safety barrier shall be in place when the cabin or cargo door is open except when actually on-loading or off-loading passengers/cargo or when loading stairs are positioned.

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

4.11.1. **Determinations To Leave Unsafe Aircraft:** AMC Air Carrier Survey Team members, ramp inspectors, the Military Surface Deployment and Distribution Command (SDDC), or such other agencies as may be designated by the Secretary of Defense (or if there is no such representative reasonably available, the senior officer on-board a contract mission) may order members of the armed forces to leave a contract mission if the representative (or officer) determines a condition exists on the aircraft which may endanger the safety of the passengers. If serious deficiencies exist, the appropriate representative will initiate an operational immediate message to the next higher headquarters with a copy to the USTRANSCOM, TCAQ Contracting Officer, DSN 779-2500. In cases where such deficiencies exist, only the FAA representative has the authority to ground the commercial aircraft in question.

4.12. Workload Estimate:

4.12.1. Flight Hour Workload: The Government's estimate is for 1116 flight hours per quarter and the 7-month estimate is 2604 flight hours.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 11
2. AMENDMENT/MODIFICATION NO P00003		3. EFFECTIVE DATE 25-Oct-2007		4. REQUISITION/PURCHASE REQ NO SEE SCHEDULE
6. ISSUED BY CODE HTC711 USTRANSCOM COMMAND ACQUISITION 508 SCOTT DR SCOTT AFB IL 62225-5357		7. ADMINISTERED BY (If other than item 6) CODE See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PRESIDENTIAL AIRWAYS INC 114 HANGAR LANE CAMDEN NC 27921-0000			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HTC711-07-M-0005	
			X 10B. DATED (SEE ITEM 13) 02-Apr-2007	
CODE 1WVA5		FACILITY CODE 1WVA5		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4(c) Contract Terms and Conditions - Commercial Items (Feb 2007)				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: lchackkr08131 A. The purpose of this modification is to add additional austere location measures into the Performance Work Statement (PWS). B. Paragraphs 1.2.6., 4.3.2., and 4.4.1. were changed and paragraph 4.4.1.2. was added per this modification. C. There is no change to the contract price as a result of this modification.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		Elaine M. Hayes TEL: 618-229-2488 EMAIL: elaine.hayes@ustrancom.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)		25 Oct 2007		16C. DATE SIGNED
		BY <u>Elaine M. Hayes</u> (Signature of Contracting Officer)		25 Oct 07

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

66161

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS)

AFGHANISTAN COMMERCIAL AIRLIFT SERVICES

25 Oct 07

USTRANSCOM

TABLE OF CONTENTS

1. Description of Services

- 1.1. Scope of Contract
- 1.2. Aircraft Requirements
- 1.3. Personnel Requirements
- 1.4. Aircraft Maintenance
- 1.5. Passenger Service
- 1.6. Cargo Service
- 1.7. Transporting Hazardous Cargo
- 1.8. Passenger and Cargo Combination (COMBI) Service
- 1.9. Intransit Visibility (ITV)

2. Service Delivery Summary

3. Government Furnished Property and Services

- 3.1. Services
- 3.2. Services at Bagram AB, Afghanistan

4. General Information

- 4.1. Project Management
- 4.2. Security
- 4.3. Force Protection
- 4.4. Quality Control
- 4.5. Passports, Geneva Convention Cards and Common Access Card (CAC)
- 4.6. Communications
- 4.7. Aircrew Duty Day Requirements
- 4.8. Flying In Controlled Airspace
- 4.9. Fire Containment Covers
- 4.10. Safety Barriers
- 4.11. Authority To Leave Unsafe Aircraft
- 4.12. Workload Estimates

1. Description of Services.

1.1. Scope of Contract. Provide all fixed-wing aircraft, personnel, equipment, tools, material, maintenance, and supervision necessary to perform three (3) simultaneous missions for a period of seven (7) months. Two (2) of the three aircraft must be capable of Short Take-Off and Landing (STOL) passenger, cargo, or passenger and cargo air transportation services that the DOD elects to perform via commercial charter between locations in the AOR of Afghanistan, Uzbekistan, and Pakistan as identified at the time of mission scheduling.

1.1.1. Aircraft/crew will perform a 14-hour duty day, seven (7) days a week. The 14 hours exceeds the eight (8) hours flying stated in para 1.1.2 below and is meant to allow for mission planning, load/off-load time, debriefs, etc. Estimate 5 flight hours per day, per aircraft x 7 days a week

1.1.2. Missions will be scheduled at least twenty-four (24) hours in advance, unless otherwise agreed to by the contractor and Quality Assurance Personnel (QAP). Each aircraft will be expected to fly no more than eight (8) hours of flight time per day. Normally, all missions will originate and end at Bagram Air Base (AB), Afghanistan. If tasked by DOD, contractor is authorized to Remain Over Night (RON) at other locations. DOD is responsible for providing support when RONing elsewhere.

1.1.3. The contractor shall coordinate all airlift movements with the Regional Air Movement Control Center prior to any mission. Aircraft routes and altitudes are in accordance with the Republic of Afghanistan Aeronautical Information Publication (AIP) located at <http://ramcc.dtic.mil/afgh.htm>. Aircrew shall remain on flight plan filed, unless deviation for safety of flight is required.

1.1.4. The Government anticipates contracting for up to a maximum of 3000 flight hours per life of the contract.

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

1.1.6. Aircraft departure shall take place within 20 minutes of scheduled departure times.

1.2. Aircraft Requirements.

1.2.1. The contractor shall provide two (2) unpressurized and one (1) pressurized aircraft that are multi-engine, fixed wing aircraft listed on and operated IAW the air carrier's Federal Aviation Regulation (FAR) 135 certificate. All aircraft should have the flexibility to transport a minimum of seven passengers and personal baggage, transport a minimum of seven passengers with personal baggage and cargo, or transport cargo only. Note: Planning weight for passengers plus their baggage is 400 lbs per person.

1.2.2. The unpressurized aircraft must be capable of carrying a minimum useful load of 3,000 lbs in any combination for a 300 mile stage length non-stop.

1.2.2.1. The unpressurized aircraft shall have an onboard passenger oxygen system readily available for installation in the aircraft for use in the event the aircraft is used to transport passengers.

1.2.3. The pressurized aircraft must be capable of carrying a minimum useful load of 3,000 lbs in any combination for a 400 mile stage length non-stop.

1.2.4. Unpressurized aircraft must be capable of taking-off and landing on short (minimum 3,500 ft) unimproved runways.

1.2.5. Aircraft must be capable of transporting passenger/cargo loads in extreme hot and cold temperature conditions that include high altitudes with mountain ranges up to 15,000 ft AGL.

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

1.2.7. Aircraft must be able to fly under Instrument Flight Rules (IFR) conditions.

1.3. Personnel Requirements.

1.3.1 All personnel performing under this contract are required to possess a Secret security clearance. Interim clearances are acceptable initially. All personnel are required to speak English in a fluent and coherent manner. Personnel performing this contract are considered to be U.S. civilians serving with, employed by, or accompanying the Armed Forces of the United States and coalition forces. The contractor and its employees will be bound to adhere to General Order 1, and any supplements or any successor order.

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

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

1.3.4. Contractor will provide sufficient personnel to complete the missions.

1.4. **Aircraft Maintenance.** Aircraft will be maintained and operated in accordance with FAR 135.

1.5. Pressurized Service.

1.5.1. The contractor shall transport a minimum of seven and a maximum of nineteen passengers and personal baggage per mission. The actual number of passengers will be determined by the distance to and the altitude and temperature of the desired location. Planning weight for passengers plus their baggage is 400 lbs per person.

1.5.2. Bagram Passenger Services personnel will provide the contractor a list of personnel authorized for flight prior to boarding. The contractor shall not permit any unauthorized personnel to board the aircraft.

1.5.3. The contractor shall verify passenger body weight with calibrated scales. If scales are not available, interrogated weights can be used.

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

1.6. Short Take-Off and Landing (STOL) Unpressurized Service.

1.6.1. Provide cargo air transportation capable of carrying an 8'x 3'x 3' with a gross weight of 300 lbs each.

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

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

1.6.4 Contractor shall verify cargo weight with calibrated scales.

1.7 Transporting Hazardous Cargo. The Government requires passengers to carry a full complement of munitions and explosives necessary to execute their mission as well as other HAZMAT. Contractor shall carry HAZMAT in accordance with their DOT approvals and exemptions. Contractor shall provide a copy of any DOT exemptions to the Contracting Officer. If contractor does not currently possess the necessary approvals and exemptions to carry such HAZMAT, contractor must act with due diligence to obtain an exemption and the Government will cooperate in all good faith to obtain such exemption.

1.8. Passenger and Cargo Combination (COMBI) Service.

1.8.1. Provide passenger and cargo combination service in accordance with paragraphs 1.2.2 or 1.2.3 depending on the type of aircraft.

1.8.2. Receive Federal Aviation Administration (FAA) approval to operate in a combination mode.

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

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

1.9. Intransit Visibility (ITV)

1.9.1. Contractor will be required to provide to the Movement Control Battalion (MCB) or Command Post at Bagram departure and arrival notification at all locations via phone, radio, or satellite phone. If communication is not available, contractor will provide information through Bagram either in flight or upon return to home station.

2. Service Delivery Summary

Performance Objective	SOW para.	Performance Threshold
Schedule and Perform All Missions	Para. 1.1, 1.2, 1.5, 1.6, 1.7, 1.8	85% of Missions Completed Scheduled.
Provide Air Mobility Division Weekly And Quarterly Flight Segment/Hours Reports	Para. 1.1, 1.2, 1.5, 1.6, 1.7, 1.8	100% Accurate, Complete, and On time.
Contractor shall maintain Passenger manifest until mission is complete	Para. 1.5.3. and 3.1.3.	100% of Missions
Aircrew shall remain on flight plan filed, unless deviation for safety of flight is required	Para. 1.1.3	100% of Missions

3. Government Furnished Property and Services

3.1. Services

3.1.1. Material Safety Data Sheets (MSDS).

3.1.2. Mission Schedule.

3.1.3. Passenger Manifest Listing.

3.1.4. Hazardous Material (HAZMAT) Cargo and Disposition Instructions

3.1.5. Space Available (Space A) travel: Contractor personnel who are US citizens may fly Space A on military flights that go to Frankfurt, Manas and Al Udeid, Qatar. Contractor is required to reimburse the Government for these flights.

3.1.6. Contractor is authorized to utilize DOD voice communications via Defense Switched Network (DSN). A DSN line will be provided (on-netting) by the base operator at the military installation closest to the carriers base of operations for C2 – Command and Control, STOL contract issues only. The base operator shall also off-net incoming overseas DSN calls to only the local area commercial number identified by the contractor via letter. No calls will be allowed for personal business or general company issues. An official letter (see mandatory format provided in Attachment 4) will be prepared identifying each contractor employee requiring DSN access. Any updates or changes in personnel will require submission of a new letter (no modification letters). All incoming DSN calls are tracked/logged by the base operator. Any type of non-compliance will result in having these privileges revoked.

3.1.7. JP-8 Fuel at operating sites where available.

3.1.8. Other services/property as approved by the installation commander.

3.2 Services/Property at Bagram AB, Afghanistan The US Government will provide the following services/property at Bagram.

3.2.1. JP-8 Fuel.

3.2.2. Ramp Space.

3.2.3. Aerospace Ground Equipment, generator, fire extinguishers, aircraft chocks and pressure washer. De-icing equipment and fluid as necessary. Forklift for loading and unloading as available.

3.2.4. Hangar space may be available for maintenance, but must be coordinated with the CJTF-76/Bagram Aircraft Maintenance Office/Maintenance Chief.

3.2.5. Billeting/Work Space: (4 each) Wooden shelters with beds (B-huts).

3.2.6. Class I Subsistence: Hot meals in the dining facility. The on-base contractor-provided messing is four (4) hot meals a day. Meals Ready to Eat (MREs) and bottled water will be provided for aircrew and passengers during missions and for emergency situations.

3.2.7. Office space, connections to DSN telephone and unclassified internet.

3.2.8. Force Protection. (Ref section 4.3)

3.2.9. CJTF-76, Bagram, will provide weather briefings prior to mission start.

3.2.10. Satellite Cellular Phones with Secure Sleeves and official airtime usage charges.

3.2.11 FM radios to communicate with ground elements. Radios will be replaced as required.

3.2.12. Self drive vehicle (van) large enough to transport personnel in and around Bagram Airfield, Afghanistan.

3.2.13. In-theater – Theater Indoctrination Training will be provided to air crews.

3.2.14. SIPRNET – SIPRNET access will be provided at the Command Post or secured vendor operating location.

3.2.15. Intelligence briefings regarding current threats to airfields and aircraft for the route of flight to be flown.

3.2.16. Medical Services will be provided to contractor personnel on a reimbursable basis, as required.

4. General Information

4.1. Project Management

4.1.1. The contractor shall assign a Project Manager (PM) authorized to manage and administer all terms and conditions of this contract.

4.2. Security

4.2.1. **Contractor Security:** Government Security Forces (SF) and Quick Response Forces (QRF) personnel will provide security and force protection procedures for the contractor while on military installations and during contract performance.

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

4.2.3. **Restricted Area Access:** Where regular and frequent entry into restricted areas at a military installation is required by contractor or subcontractor personnel for ground handling of aircraft, the contractor or subcontractor personnel must meet the requirements established by AFI 31-401, and DD Form 254. Applications for personnel security investigations shall be made to the local Chief, Security Forces.

4.2.4. **Facility Security Clearance:** Where there is a need for receipt, storage or development of classified documents, a facility clearance of SECRET and classified safeguarding capability is required in accordance with the National Industrial Security Program Operating Manual, (NISPOM), paragraph and DOD 5220.22-M, paragraph 2-104. DOD 5220.22-M also provides authority for contractors to certify the personnel security clearance status of company employees and makes provisions for the contractor (Operator) who has a valid facility security clearance of SECRET to verify the security clearance status of its employees. Contractors must inform the Contracting Officer of the correct address of any company agency requiring a secure facility.

4.2.5. **Personnel Security Clearance:** Upon contract award, security clearance applications for all required personnel shall be completed in accordance with DOD 5220.22-M, paragraph 2-100 and instructions received from the cognizant Defense Industrial Security Officer (DISO), Defense Security Service (DSS). All required clearance actions shall be forwarded to the cognizant DISO.

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

profile while operating DOD missions. If the contractor has questions about OPSEC they can be addressed either to the Contracting Officer or the Air Mobility Division, Al-Udeid, Qatar.

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

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

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

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

4.2.9.2. Aircraft Identification: Aircraft shall have the operating contractor's name on both sides of the fuselage commensurate with industry practice. Any names other than the operating contractor must be approved by the Contracting Officer prior to departure.

4.3. Force Protection

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

4.3.2. Operational Risk Assessment. The contractor shall assess the current situation (weather, intel, NOTAMS, terrain, crew experience, and tactical situation) to include surface to air threats and airfield attacks prior to launch to make an accurate risk assessment of each flight. The contractor

shall keep the risk assessments on the file for 1 year. Contractor is responsible for coordinating with the cognizant military command to be sure ISOPREP is current and on-file.

4.4. Quality Control

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

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

4.5. Passports, Geneva Convention Cards and Common Access Cards (CAC):

4.5.1. **Passports:** All company personnel supporting AMC overseas missions shall have a current and valid passport.

4.5.2. **Geneva Convention Identity Card (DD Form 489) (hereafter referred to as the Geneva Conventions Card) and Common Access Card (CAC):** Civilian noncombatant personnel authorized to accompany military forces of the US into regions of war will be issued a Geneva Conventions Card in accordance with procedures established in AFI 36-3026(I), Identification Cards for Members of the Uniformed Services, Their Family Members, and Other Eligible Personnel and a CAC Card. Contractor personnel will be required to contact USTRANSCOM, TCAQ at 618-229-4770 to coordinate processing for issuance of Geneva Convention Identity Cards and CAC Card prior to going overseas. CJTF-76 will process any line badge requirements at Bagram.

4.5.3. **Personnel Authorized To Receive The Geneva Conventions Card:** Contractor personnel employed by the contractor for performance of this contract will be issued this card. The Geneva Conventions Card will be issued by CJTF-76/CJ3 Aviation, Bagram Afghanistan, to the following company personnel:

- Aircrew personnel designated to operate company aircraft in the performance of this contract.
- Ground support personnel assigned to Bagram in support of this contract.
- Selected supervisory personnel, subject to deployment overseas, responsible for overall supervision of the company's performance of this contract.

4.6. Communications

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

4.7. Aircrew Duty Day Requirements

4.7.1. IAW Federal Aviation Regulations Part 135.

4.8. Flying In Controlled Airspace

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

4.9. Fire Containment Covers

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

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

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

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

4.10. Safety Barriers

4.10.1. All passenger and cargo doors used for on-loading and off-loading of passengers, baggage, and cargo aboard contract aircraft shall be equipped with a safety barrier at chest or waist level. The safety barrier shall be in place when the cabin or cargo door is open except when actually on-loading or off-loading passengers/cargo or when loading stairs are positioned.

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

4.11.1. **Determinations To Leave Unsafe Aircraft:** AMC Air Carrier Survey Team members, ramp inspectors, the Military Surface Deployment and Distribution Command (SDDC), or such other agencies as may be designated by the Secretary of Defense (or if there is no such representative reasonably available, the senior officer on-board a contract mission) may order members of the armed forces to leave a contract mission if the representative (or officer) determines a condition exists on the aircraft which may endanger the safety of the passengers. If serious deficiencies exist, the appropriate representative will initiate an operational immediate message to the next higher headquarters with a copy to the USTRANSCOM, TCAQ Contracting Officer, DSN 779-2500. In cases where such deficiencies exist, only the FAA representative has the authority to ground the commercial aircraft in question.

4.12. Workload Estimate:

4.12.1. **Flight Hour Workload:** The Government's estimate is for 1116 flight hours per quarter and the 7-month estimate is 2604 flight hours.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 14	
2. AMENDMENT/MODIFICATION NO. F00004		3. EFFECTIVE DATE 01-Dec-2007		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY USTRANSCOM COMMAND ACQUISITION 508 SCOTT DR SCOTT AFB IL 62225-5357		CODE HTC711		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PRESIDENTIAL AIRWAYS, INC 114 HANGAR LANE CAMDEN NC 27921-0000				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HTC711-07-M-0005			
				X 10B. DATED (SEE ITEM 13) 02-Apr-2007			
CODE 1WVA5		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: tchackr08225 A. The purpose of this modification is to extend the period of performance by two months 1 December 2007 - 31 January 2008. B. The total dollar amount obligated under this Purchase Order is increased by \$3,072,190.00 from \$12,872,190.00 to \$15,944,380.00. C. All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ELAINE M. HAYES / CONTRACTING OFFICER TEL: 618-229-1180 EMAIL: elaine.hayes@ustranscom.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <i>Elaine M. Hayes</i> (Signature of Contracting Officer)		16C. DATE SIGNED 26-Nov-2007	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$3,072,190.00 from \$12,872,190.00 (EST) to \$15,944,380.00 (EST).

The facility code 1WVA5 has been deleted.

SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The pricing detail quantity has increased by 2.00 from 8.00 to 10.00.

The total cost of this line item has increased by \$510,304.00 from \$2,041,216.00 to \$2,551,520.00.

SUBCLIN 000203

The CLIN extended description has changed from Funding for CLIN 0002, Monthly Service for 1 Unpressurized Aircraft. Extension for 2 months per mod P0002 (1 Oct 07 - 30 Nov 07). to Funding for CLIN 0002, Monthly Service for 1 Unpressurized Aircraft. Extension for 2 months per mod P00002 (1 Oct 07 - 30 Nov 07)..

The FSC code has changed from V121 to V211.

CLIN 0003

The pricing detail quantity has increased by 2.00 from 8.00 to 10.00.

The total cost of this line item has increased by \$510,304.00 from \$2,041,216.00 to \$2,551,520.00.

SUBCLIN 000303

The CLIN extended description has changed from Funding for CLIN 0003, Monthly Service for 1 Unpressurized Aircraft. Extension for 2 months per mod P0002 (1 Oct 07 - 30 Nov 07). to Funding for CLIN 0003, Monthly Service for 1 Unpressurized Aircraft. Extension for 2 months per mod P00002 (1 Oct 07 - 30 Nov 07)..

The FSC code has changed from V121 to V211.

CLIN 0004

The pricing detail quantity has increased by 2.00 from 8.00 to 10.00.

The total cost of this line item has increased by \$510,304.00 from \$2,041,216.00 to \$2,551,520.00.

SUBCLIN 000403

The CLIN extended description has changed from Funding for CLIN 0004, Monthly Service for 1

Unpressurized Aircraft. Extension for 2 months per mod P0002 (1 Oct 07 - 30 Nov 07). to Funding for CLIN 0004, Monthly Service for 1 Unpressurized Aircraft. Extension for 2 months per mod P00002 (1 Oct 07 - 30 Nov 07)..

The FSC code has changed from V121 to V211.

SUBCLIN 000503

The CLIN extended description has changed from Funding for CLIN 0005, Demobilization for FY08. Extension for 2 months per mod P0002 (1 Oct 07 - 30 Nov 07). to Funding for CLIN 0005, Demobilization for FY08. Extension for 2 months per mod P00002 (1 Oct 07 - 30 Nov 07)..

The FSC code has changed from V121 to V211.

CLIN 0006

The pricing detail quantity has increased by 580.00 from 2,330.00 to 2,910.00.

The total cost of this line item has increased by \$390,340.00 from \$1,568,090.00 (EST) to \$1,958,430.00 (EST).

SUBCLIN 000603

The CLIN extended description has changed from Funding for CLIN 0006, Flying Hours for Unpressurized Aircraft. Extension for 2 months per mod P0002 (1 Oct 07 - 30 Nov 07). to Funding for CLIN 0006, Flying Hours for Unpressurized Aircraft. Extension for 2 months per mod P00002 (1 Oct 07 - 30 Nov 07)..

The FSC code has changed from V121 to V211.

CLIN 0007

The pricing detail quantity has increased by 300.00 from 1,154.00 to 1,454.00.

The total cost of this line item has increased by \$201,900.00 from \$776,642.00 (EST) to \$978,542.00 (EST).

SUBCLIN 000703

The CLIN extended description has changed from Funding for CLIN 0007, Flying Hours for Unpressurized Aircraft. Extension for 2 months per mod P0002 (1 Oct 07 - 30 Nov 07). to Funding for CLIN 0007, Flying Hours for Unpressurized Aircraft. Extension for 2 months per mod P00002 (1 Oct 07 - 30 Nov 07)..

The FSC code has changed from V121 to V211.

CLIN 0008

The estimated/max cost has increased by \$949,038.00 from \$3,080,253.00 to \$4,029,291.00.

The total cost of this line item has increased by \$949,038.00 from \$3,080,253.00 to \$4,029,291.00.

SUBCLIN 000802

The CLIN extended description has changed from Funding for CLIN 0008, Reimbursables for Fuel. Extension for 2 months per mod P0002 (1 Oct 07 - 30 Nov 07). to Funding for CLIN 0008, Reimbursables for Fuel. Extension for 2 months per mod P00002 (1 Oct 07 - 30 Nov 07)..

The FSC code has changed from V121 to V211.

SUBCLIN 000902

The CLIN extended description has changed from Funding for CLIN 0009, Reimbursable for Food and Lodging. Extension for 2 months per mod P0002 (1 Oct 07 - 30 Nov 07). to Funding for CLIN 0009, Reimbursable for Food and Lodging. Extension for 2 months per mod P00002 (1 Oct 07 - 30 Nov 07)..

The FSC code has changed from V121 to V211.

SUBCLIN 001002

The CLIN extended description has changed from Funding for CLIN 0010, Reimbursables for Airport Fees. Extension for 2 months per mod P0002 (1 Oct 07 - 30 Nov 07). to Funding for CLIN 0010, Reimbursables for Airport Fees. Extension for 2 months per mod P00002 (1 Oct 07 - 30 Nov 07)..

The FSC code has changed from V121 to V211.

SUBCLIN 000204 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000204	Funding for CLIN 0002 FY08 FFP Funding for CLIN 0002, Monthly Service for I Unpressurized Aircraft. Extension for 2 months per mod P00004 (1 Dec 07 - 31 Jan 08). FOB: Destination MILSTRIP: F3ST9682989100 PURCHASE REQUEST NUMBER: F3ST9682989100 SIGNAL CODE: A		Months		
				NET AMT	\$0.00
	ACRN AC CIN: F3ST96829891000000AA				\$510,304.00

SUBCLIN 000304 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000304			Months	\$0.00	
	Funding for CLIN 0003 FY08 FFP Funding for CLIN 0002, Monthly Service for 1 Unpressurized Aircraft. Extension for 2 months per mod P00004 (1 Dec 07 - 31 Jan 08). FOB: Destination MILSTRIP: F3ST9682989100 PURCHASE REQUEST NUMBER: F3ST9682989100 SIGNAL CODE: A				

NET AMT	\$0.00
---------	--------

ACRN AC	\$510,304.00
CIN: F3ST96829891000000AA	

SUBCLIN 000404 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000404			Months	\$0.00	
	Funding for CLIN 0004 FY08 FFP Funding for CLIN 0002, Monthly Service for 1 Unpressurized Aircraft. Extension for 2 months per mod P00004 (1 Dec 07 - 31 Jan 08). FOB: Destination MILSTRIP: F3ST9682989100 PURCHASE REQUEST NUMBER: F3ST9682989100 SIGNAL CODE: A				

NET AMT	\$0.00
---------	--------

ACRN AC	\$510,304.00
CIN: F3ST96829891000000AA	

SUBCLIN 000604 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000604			Hours	\$0.00	
	Funding for CLIN 0006 FY08 FFP Funding for CLIN 0006, Flying Hours for Unpressurized Aircraft. Extension for 2 months per mod P00004 (1 Dec 07 - 31 Jan 08). FOB: Destination MILSTRIP: F3ST9682989100 PURCHASE REQUEST NUMBER: F3ST9682989100 SIGNAL CODE: A				

NET AMT	\$0.00
---------	--------

ACRN AC	\$390,340.00
CIN: F3ST96829891000000AA	

SUBCLIN 000704 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000704			Hours	\$0.00	
	Funding for CLIN 0007 FY08 FFP Funding for CLIN 0007, Flying Hours for Unpressurized Aircraft. Extension for 2 months per mod P00004 (1 Dec 07 - 31 Jan 08). FOB: Destination MILSTRIP: F3ST9682989100 PURCHASE REQUEST NUMBER: F3ST9682989100 SIGNAL CODE: A				

NET AMT	\$0.00
---------	--------

ACRN AC	\$201,900.00
CIN: F3ST96829891000000AA	

SUBCLIN 000803 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000803			Dollars, U.S.		

Funding for CLIN 0008 FY08

FFP

Funding for CLIN 0008, Reimbursables for Fuel. Extension for 2 months per mod

P00004 (1 Dec 07 - 31 Jan 08).

FOB: Destination

MILSTRIP: F3ST9682989100

PURCHASE REQUEST NUMBER: F3ST9682989100

SIGNAL CODE: A

NET AMT

\$0.00

ACRN AC

\$949,038.00

CIN: F3ST96829891000000AA

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$3,072,190.00 from \$12,872,190.00 to \$15,944,380.00.

SUBCLIN 000204:

Funding on SUBCLIN 000204 is initiated as follows:

ACRN: AC

CIN: F3ST96829891000000AA

Acctng Data: 2182020.0000 0000 8A-2084 P135197.0000 22NL 8334G4 MIPR8A34G4000I 34G483 S09076

Increase: \$510,304.00

Total: \$510,304.00

SUBCLIN 000304:

Funding on SUBCLIN 000304 is initiated as follows:

ACRN: AC

CIN: F3ST96829891000000AA

Acctng Data: 2182020.0000 0000 8A-2084 P135197.0000 22NL 8334G4 MIPR8A34G4000I 34G483 S09076

Increase: \$510,304.00

Total: \$510,304.00

SUBCLIN 000404:

Funding on SUBCLIN 000404 is initiated as follows:

ACRN: AC

CIN: F3ST96829891000000AA

Acctng Data: 2182020.0000 0000 8A-2084 P135197.0000 22NL 8334G4 MIPR8A34G40001 34G483 S09076

Increase: \$510,304.00

Total: \$510,304.00

SUBCLIN 000604:

Funding on SUBCLIN 000604 is initiated as follows:

ACRN: AC

CIN: F3ST96829891000000AA

Acctng Data: 2182020.0000 0000 8A-2084 P135197.0000 22NL 8334G4 MIPR8A34G40001 34G483 S09076

Increase: \$390,340.00

Total: \$390,340.00

SUBCLIN 000704:

Funding on SUBCLIN 000704 is initiated as follows:

ACRN: AC

CIN: F3ST96829891000000AA

Acctng Data: 2182020.0000 0000 8A-2084 P135197.0000 22NL 8334G4 MIPR8A34G40001 34G483 S09076

Increase: \$201,900.00

Total: \$201,900.00

SUBCLIN 000803:

Funding on SUBCLIN 000803 is initiated as follows:

ACRN: AC

CIN: F3ST96829891000000AA

Acctng Data: 2182020.0000 0000 8A-2084 P135197.0000 22NL 8334G4 MIPR8A34G40001 34G483 S09076

Increase: \$949,038.00

Total: \$949,038.00

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-OCT-2007	8	USTRANSCOM COMMAND ACQUISITION CINDY L. STROUT 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-9623 FOB: Destination	HTC711

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-OCT-2007	10	USTRANSCOM COMMAND ACQUISITION CINDY L. STROUT 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-9623 FOB: Destination	HTC711

The following Delivery Schedule item has been added to SUBCLIN 000204:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2007 TO 31-JAN-2008	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 0003 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-OCT-2007	8	USTRANSCOM COMMAND ACQUISITION CINDY L. STROUT 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-9623 FOB: Destination	HTC711

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-OCT-2007	10	USTRANSCOM COMMAND ACQUISITION CINDY L. STROUT 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-9623 FOB: Destination	HTC711

The following Delivery Schedule item has been added to SUBCLIN 000304:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2007 TO 31-JAN-2008	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 0004 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-OCT-2007	8	USTRANSCOM COMMAND ACQUISITION CINDY L. STROUT 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-9623 FOB: Destination	HTC711

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-OCT-2007	10	USTRANSCOM COMMAND ACQUISITION CINDY L. STROUT 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-9623 FOB: Destination	HTC711

The following Delivery Schedule item has been added to SUBCLIN 000404:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2007 TO 31-JAN-2008	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 0006 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-OCT-2007	2,330	USTRANSCOM COMMAND ACQUISITION CINDY L. STROUT 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-9623 FOB: Destination	HTC711

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-OCT-2007	2,910	USTRANSCOM COMMAND ACQUISITION CINDY L. STROUT 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-9623 FOB: Destination	HTC711

The following Delivery Schedule item has been added to SUBCLIN 000604:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2007 TO 31-JAN-2008	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 0007 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-OCT-2007	1,154	USTRANSCOM COMMAND ACQUISITION CINDY L. STROUT 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-9623 FOB: Destination	HTC711

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
31-OCT-2007	1,454	USTRANSCOM COMMAND ACQUISITION CINDY L. STROUT 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-9623 FOB: Destination	HTC711

The following Delivery Schedule item has been added to SUBCLIN 000704:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2007 TO 31-JAN-2008	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 000803:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC

POP 01-DEC-2007 TO N/A
31-JAN-2008

N/A
FOB: Destination

INSPECTION AND ACCEPTANCE

The Acceptance/Inspection Schedule for SUBCLIN 000203 has been changed from:

INSPECT AT
N/A

INSPECT BY
N/A

ACCEPT AT
N/A

ACCEPT BY
Government

To:

INSPECT AT
Destination

INSPECT BY
Government

ACCEPT AT
Destination

ACCEPT BY
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000204:

INSPECT AT
Destination

INSPECT BY
Government

ACCEPT AT
Destination

ACCEPT BY
Government

The Acceptance/Inspection Schedule for SUBCLIN 000303 has been changed from:

INSPECT AT
N/A

INSPECT BY
N/A

ACCEPT AT
N/A

ACCEPT BY
Government

To:

INSPECT AT
Destination

INSPECT BY
Government

ACCEPT AT
Destination

ACCEPT BY
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000304:

INSPECT AT
Destination

INSPECT BY
Government

ACCEPT AT
Destination

ACCEPT BY
Government

The Acceptance/Inspection Schedule for SUBCLIN 000403 has been changed from:

INSPECT AT
N/A

INSPECT BY
N/A

ACCEPT AT
N/A

ACCEPT BY
Government

To:

INSPECT AT
Destination

INSPECT BY
Government

ACCEPT AT
Destination

ACCEPT BY
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000404:

INSPECT AT
Destination

INSPECT BY
Government

ACCEPT AT
Destination

ACCEPT BY
Government

The Acceptance/Inspection Schedule for SUBCLIN 000503 has been changed from:

INSPECT AT
N/A

INSPECT BY
N/A

ACCEPT AT
N/A

ACCEPT BY
Government

To:

INSPECT AT
Destination

INSPECT BY
Government

ACCEPT AT
Destination

ACCEPT BY
Government

The Acceptance/Inspection Schedule for SUBCLIN 000603 has been changed from:

INSPECT AT
N/A

INSPECT BY
N/A

ACCEPT AT
N/A

ACCEPT BY
Government

To:

INSPECT AT
Destination

INSPECT BY
Government

ACCEPT AT
Destination

ACCEPT BY
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000604:

INSPECT AT
Destination

INSPECT BY
Government

ACCEPT AT
Destination

ACCEPT BY
Government

The Acceptance/Inspection Schedule for SUBCLIN 000703 has been changed from:

INSPECT AT
N/A

INSPECT BY
N/A

ACCEPT AT
N/A

ACCEPT BY
Government

To:

INSPECT AT
Destination

INSPECT BY
Government

ACCEPT AT
Destination

ACCEPT BY
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000704:

INSPECT AT
Destination

INSPECT BY
Government

ACCEPT AT
Destination

ACCEPT BY
Government

The Acceptance/Inspection Schedule for SUBCLIN 000802 has been changed from:

INSPECT AT
N/A

INSPECT BY
N/A

ACCEPT AT
N/A

ACCEPT BY
Government

To:

INSPECT AT
Destination

INSPECT BY
Government

ACCEPT AT
Destination

ACCEPT BY
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000803:

INSPECT AT
Destination

INSPECT BY
Government

ACCEPT AT
Destination

ACCEPT BY
Government

The Acceptance/Inspection Schedule for SUBCLIN 000902 has been changed from:

INSPECT AT
N/A

INSPECT BY
N/A

ACCEPT AT
N/A

ACCEPT BY
Government

To:

INSPECT AT
Destination

INSPECT BY
Government

ACCEPT AT
Destination

ACCEPT BY
Government

The Acceptance/Inspection Schedule for SUBCLIN 001002 has been changed from:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

N/A

N/A

N/A

Government

To:

INSPECT AT
Destination

INSPECT BY
Government

ACCEPT AT
Destination

ACCEPT BY
Government

(End of Summary of Changes)