

**UNITED STATES TRANSPORTATION COMMAND  
(USTRANSCOM)**

**Contract: HTC711-08-C-0002-P00009, 1 April 2008**

**Air Terminal & Ground Handling Services,  
Bogota, Columbia**

**Awarded to CAV International, Inc.**

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 20	
2. CONTRACT NO. HTC711-08-C-0002-F00009		3. AWARD/EFFECTIVE DATE 01-Apr-2008		4. ORDER NUMBER		5. SOLICITATION NUMBER HTC711-08-R-0001	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME GARTHA. HIBBERT				b. TELEPHONE NUMBER (No Collect Calls) 618-229-4454	
9. ISSUED BY CODE HTC711  USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357  TEL: CONTACT BUYER FAX: CONTACT BUYER		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: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days	
				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>			
				13b. RATING			
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO CODE		16. ADMINISTERED BY CODE					
<b>SEE SCHEDULE</b>		<b>SEE ITEM 9</b>					
17a. CONTRACTOR/OFFEROR CODE 1P5L2  CAV INTERNATIONAL INC VAUGHAN, CARROLL 3455 BRIARGATE BLVD STE 203 COLORADO SPRINGS CO 80920-4172  TEL. 719-282-3774 FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE F67100  DFAS-LIMESTONE - F67100 ATTN: DFAS-LI-JAQBDD 27 ARKANSAS RD LIMESTONE ME 04751-6216					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>					26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$988,650.00 EST</b>		
<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 type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED , YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED  11-Feb-2008	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  JOYCE M. PAVLAK / CONTRACTING OFFICER  TEL: 618-229-2460 EMAIL: joyce.pavlak@ustranscom.mil			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 20	
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	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004	Mail Service (01 Jan 10 - 30 Sept 10)		Lot		\$1,000.00
	COST				
	Reimbursable expense for the shipping/mail of official documents as required in the PWS. NOTE: The contractor shall submit documentation to support all expenses identified on thier invoices for charges submitted under this CLIN.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: F3SF379327A003				
	PROJECT: 000				
	SIGNAL CODE: A				
				ESTIMATED COST	\$1,000.00
	ACRN AC				\$1,000.00
	CIN: F3SF379327A0030000AA				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	Hazmat Inspector Course Recertification		Lot		\$4,000.00
	COST				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: F3SF379299A001				
	PROJECT: 000				
	SIGNAL CODE: a				
				ESTIMATED COST	\$4,000.00
	ACRN AC				\$4,000.00
	CIN: F3SF379299A0010000AA				

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Release of Claims	2	14-AUG-2009

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AA		46,500	Dollars, U.S.	\$1.00	\$46,500.00 EST

Funding for CLIN 2002

FFP

FOB: Destination

PURCHASE REQUEST NUMBER: F3SF379132A004

PROJECT: 000

SIGNAL CODE: A

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NET AMT	\$46,500.00 (EST.)
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ACRN AC

\$46,500.00

CIN: F3SF379132A0040002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA		12	Months	\$30,000.00	\$360,000.00

Funding for CLIN 2001

FFP

FOB: Destination

PURCHASE REQUEST NUMBER: F3SF379132A004

PROJECT: 000

SIGNAL CODE: A

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NET AMT	\$360,000.00
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ACRN AC

\$360,000.00

CIN: F3SF379132A0040001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AA	Funding for CLIN 1002 FFP FOB: Destination PURCHASE REQUEST NUMBER: F3SF378115A003 SIGNAL CODE: A	20,350	Each	\$1.00	\$20,350.00

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NET AMT	\$20,350.00
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ACRN AB	\$20,350.00
CIN: F3SF378115A0030000AA	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA	Funding for CLIN 1001 FFP FOB: Destination PURCHASE REQUEST NUMBER: F3SF378115A003 SIGNAL CODE: A	12	Months	\$30,000.00	\$360,000.00

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NET AMT	\$360,000.00
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ACRN AB	\$360,000.00
CIN: F3SF378115A0030000AA	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		6	Months	\$30,000.00	\$180,000.00

BASIC MONTHLY SERVICE FEE

FFP

BASE PERIOD

01 APR 08 THROUGH 30 SEP 08

Contractor shall provide Air Terminal and Ground Handling Services at El Dorado International Airport, Bogota, Colombia IAW the attached PWS. Basic Monthly Service fee for station operation, to include any aircraft arrival and departure where requirements do not include handling cargo or passengers.

FOB: Destination

PURCHASE REQUEST NUMBER: F3SF377351A001

SIGNAL CODE: A

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NET AMT

\$180,000.00

ACRN AA

CIN: F3SF377351A0010000AA

\$180,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		16,800	Dollars, U.S.	\$1.00	\$16,800.00 EST

SERVICE FOR ALL AIRCRAFT TYPES

FFP

BASE PERIOD

01 APR 08 THROUGH 30 SEP 08

Provide cargo and passenger services IAW PWS 1.2. and 1.3.

Estimated Quantity of aircraft by type:

Normal Force Protection Conditions

Type A per plane price \$100.00 X 250 = \$25,000.00

Type B per plane price \$200.00 X 20 = \$4,000.00

Below prices are for aircraft that are serviced on CATAM during increased Force Protection conditions as directed IAW PWS Paragraph 4.3.3.2. If the contractor's normal base of operations is on CATAM, the prices will be the same as above.

Type A-CATAM per plane price \$250 X 50 = \$12,500.00

Type B-CATAM per plane price \$500 X 10 = \$5,000.00

FOB: Destination

PURCHASE REQUEST NUMBER: F3SF377351A001

SIGNAL CODE: A

NET AMT

\$16,800.00 (EST.)

ACRN AA

\$16,800.00

CIN: F3SF377351A0010000AA



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001			Months	\$0.00	\$0.00

OPTION

BASIC MONTHLY SERVICE FEE

FFP

OPTION YEAR 1

01 OCT 08 THROUGH 30 SEP 09

Contractor shall provide Air Terminal and Ground Handling Services at El Dorado International Airport, Bogota, Colombia IAW the attached PWS. Basic Monthly Service fee for station operation, to include any aircraft arrival and departure where requirements do not include handling cargo or passengers.

FOB: Destination

SIGNAL CODE: A

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NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002			Dollars, U.S.	\$0.00	\$0.00 EST

EXERCISED  
OPTION

SERVICE FOR ALL AIRCRAFT TYPES  
FFP  
OPTION YEAR 1  
01 OCT 08 THROUGH 30 SEP 09

Provide cargo and passenger services IAW PWS 1.2. and 1.3.

Estimated Quantity of aircraft by type:

Normal Force Protection Conditions

Type A per plane price \$100.00 X 250 = \$25,000.00

Type B per plane price \$200.00 X 20 = \$4,000.00

Below prices are for aircraft that are serviced on CATAM during increased Force Protection conditions as directed IAW PWS Paragraph 4.3.3.2. If the contractor's normal base of operations is on CATAM, the prices will be the same as above.

Type A-CATAM per plane price \$250 X 50 = \$12,500.00

Type B-CATAM per plane price \$500 X 10 = \$5,000.00

FOB: Destination

SIGNAL CODE: A

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NET AMT

\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001			Months	\$0.00	\$0.00
EXERCISED	BASIC MONTHLY SERVICE FEE				
OPTION	FFP				
	OPTION YEAR 2				
	01 OCT 09 THROUGH 30 SEP 10				

Contractor shall provide Air Terminal and Ground Handling Services at El Dorado International Airport, Bogota, Colombia IAW the attached PWS. Basic Monthly Service fee for station operation, to include any aircraft arrival and departure where requirements do not include handling cargo or passengers.

FOB: Destination  
SIGNAL CODE: A

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002			Dollars, U.S.	\$0.00	\$0.00 EST

EXERCISED  
OPTION

SERVICE FOR ALL AIRCRAFT TYPES  
FFP  
OPTION YEAR 2  
01 OCT 09 THROUGH 30 SEP 10

Provide cargo and passenger services IAW PWS 1.2. and 1.3.

Estimated Quantity of aircraft by type:

Normal Force Protection Conditions

Type A per plane price \$100.00 X 250 = \$25,000.00

Type B per plane price \$200.00 X 20 = \$4,000.00

Below prices are for aircraft that are serviced on CATAM during increased Force Protection conditions as directed IAW PWS Paragraph 4.3.3.2. If the contractor's normal base of operations is on CATAM, the prices will be the same as above.

Type A-CATAM per plane price \$250 X 50 = \$12,500.00

Type B-CATAM per plane price \$500 X 10 = \$5,000.00

FOB: Destination

SIGNAL CODE: A

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NET AMT

\$0.00 (EST.)

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
1001AA	N/A	N/A	N/A	Government
1002	N/A	N/A	N/A	Government
1002AA	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	Government
2001AA	N/A	N/A	N/A	Government
2002	N/A	N/A	N/A	Government
2002AA	N/A	N/A	N/A	Government

2003	N/A	N/A	N/A	Government
2004	N/A	N/A	N/A	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-APR-2008 TO 30-SEP-2008	N/A	HQ AMC A45R - F3SF37 SMITH, RONALD K 402 SCOTT DR UNIT 2A2 SCOTT AFB IL 62225-5308 618-229-2548 FOB: Destination	F3SF37
0002	POP 01-APR-2008 TO 30-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
1001	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination	
1001AA	POP 01-OCT-2008 TO 30-SEP-2009	N/A	HQ AMC A45R - F3SF37 SMITH, RONALD K 402 SCOTT DR UNIT 2A2 SCOTT AFB IL 62225-5308 618-229-2548 FOB: Destination	F3SF37
1002	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination	
1002AA	POP 01-OCT-2008 TO 30-SEP-2009	N/A	HQ AMC A45R - F3SF37 SMITH, RONALD K 402 SCOTT DR UNIT 2A2 SCOTT AFB IL 62225-5308 618-229-2548 FOB: Destination	F3SF37
2001	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Destination	
2001AA	POP 01-OCT-2009 TO 30-SEP-2010	N/A	HQ AMC A45R - F3SF37 CARNAKO, JERRY 402 SCOTT DR UNIT 2A2 SCOTT AFB IL 62225-5308 618-229-2535 FOB: Destination	F3SF37

2002	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Destination	
2002AA	POP 01-OCT-2009 TO 30-SEP-2010	N/A	HQ AMC A45R - F3SF37 CARNAKO, JERRY 402 SCOTT DR UNIT 2A2 SCOTT AFB IL 62225-5308 618-229-2535 FOB: Destination	F3SF37
2003	POP 16-NOV-2009 TO 30-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
2004	POP 01-JAN-2010 TO 30-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37

#### ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930.FD40 688 6594 101000 142415 592ER 41125F 667100 F67100 ESP:JW  
AMOUNT: \$196,800.00  
CIN F3SF377351A0010000AA: \$196,800.00

AB: 97X4930.FD40 689 6594 101000 142V22 592ER 41125F 667100 F67100 ESP:JW  
AMOUNT: \$380,350.00  
CIN F3SF378115A0030000AA: \$380,350.00

AC: 97X4930.FD40 680 6594 101000 142V22 55901 48542F 667100 F67100 ESP:JW  
AMOUNT: \$411,500.00  
CIN F3SF379132A0040001: \$360,000.00  
CIN F3SF379132A0040002: \$46,500.00  
CIN F3SF379299A0010000AA: \$4,000.00  
CIN F3SF379327A0030000AA: \$1,000.00

#### CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.204-9	Personal Identity Verification of Contractor Personnel	NOV 2006
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50 Alt I	Combating Trafficking in Persons (Aug 2007) Alternate I	AUG 2007
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984

52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.245-1 Alt I	Government Property (Jun 2007) Alternate I	JUN 2007
52.245-9	Use And Charges	JUN 2007
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.222-7006	Combating Trafficking in Persons	OCT 2006
252.225-7012	Preference For Certain Domestic Commodities	JAN 2007
252.225-7042	Authorization to Perform	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.228-7003	Capture and Detention	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAR 2007
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2007) (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 (MAR 2007) (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 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(ix) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 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.

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xii) 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 calendar days prior to expiration of the existing contract.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 calendar days prior to the expiration of the existing contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years, 2 months.

(End of clause)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

(End of clause)

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR2007) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5 (MAR 2007) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(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 HQ AFSFC/SFPA, (210) 925-7035/36, <http://at-awareness.org>.

(End of clause)

#### ADDENDUM TO FAR 52.212-4

#### **CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (FEB 2007)**

Paragraph (a) entitled "Inspection/Acceptance" is tailored to read: The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any services that have been tendered for acceptance. The Government may require reperformance of nonconforming services at no increase in contract price. When the nonconforming services cannot be corrected by reperformance, the Government may--

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

(2) Reduce the contract price to reflect the reduced value of the services performed.

If the Contractor fails to promptly perform acceptable services or to take the necessary action to ensure future performance is in conformity with contract requirements, the Government may by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service.

#### SPECIAL CONTRACT REQUIREMENTS

##### **REQUIRED 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. The policies shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice of cancellation or change to the Contracting Officer.  
Evidence of insurance shall be provided the Contracting Officer at the Post Award Conference and each year prior to beginning of any option period.

NOTE: Workmen's Compensation Insurance and Employer's Liability Insurance is mandatory for designated contractors and subcontractors with respect to those employees who are citizens of the United States or residents of the United States and were hired by the contractor in the United States. Contractors employing foreign nationals will be required to comply with the labor laws appropriate to that country.

#### WIDE AREA WORK FLOW-RA

##### **WIDE AREA WORK FLOW – RECEIPT AND ACCEPTANCE (WAWF-RA) ELECTRONIC RECEIVING REPORT AND INVOICING INSTRUCTIONS**

CONTRACT HTC711-08-C-0002

Questions concerning payment should be directed to the Defense Finance Accounting Services (DFAS) Limestone at (800) 337-0371. Please have your contract/order number and invoice number ready when calling about payment status.

**You can easily access payment information using at <https://myinvoice.esd.disa.mil/index.html>.**

**NOTE: IN ACCORDANCE WITH DFARS 252.232-7003, USE OF ELECTRONIC PAYMENT REQUESTS IS MANDATORY. USE OF WAWF WILL SPEED UP YOUR PAYMENT PROCESSING TIME AND ALLOW YOU TO MONITOR YOUR PAYMENT STATUS ONLINE. THERE ARE NO CHARGES OR FEES TO USE WAWF.**

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

- |                                |                             |                           |
|--------------------------------|-----------------------------|---------------------------|
| 1. CONTRACT NUMBER:            | <div>HTC711-08-C-0002</div> |                           |
| 2. CAGE CODE:                  | <div>1P5L2</div>            |                           |
| 3. PAY OFFICE DODAAC:          | <div>F67100</div>           |                           |
| 4. TYPE OF DOCUMENT:           | <div>COMBO</div>            |                           |
| 5. INSPECTION/ACCEPTANCE:      | <div>DESTINATION</div>      |                           |
| 6. ISSUE BY DODAAC:            | <div>HTC711</div>           |                           |
| 7. ADMIN DODAAC:               | <div>HTC711</div>           |                           |
| 8. SERVICE ACCEPTOR / SHIP TO: | <div>HTC711</div>           | PLUS SIX EXT: <div></div> |

PERFORMANCE WORK STATEMENT

**SEE ATTACHMENT 1 dated 23 November 2009**