

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

1. REQUISITION NUMBER
 PAGE 1 OF 46

2. CONTRACT NO. HTC711-08-D-0010
 3. AWARD/EFFECTIVE DATE 01-Oct-2007
 4. ORDER NUMBER
 5. SOLICITATION NUMBER HTC711-07-R-0011
 6. SOLICITATION ISSUE DATE 08-Jun-2007

7. FOR SOLICITATION INFORMATION CALL:
 a. NAME ELAINE M. HAYES
 b. TELEPHONE NUMBER (No Collect Calls) 618-229-1180
 8. OFFER DUE DATE/LOCAL TIME 02:00 PM 26 Jun 2007

9. ISSUED BY CODE HTC711
 USTRANSCOM COMMAND ACQUISITION
 508 SCOTT DR
 SCOTT AFB IL 62225-5357
 TEL: 618-256-4300
 FAX: 618-256-9600

10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: % FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A)
 NAICS: 481211
 SIZE STANDARD: 1500

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

 13b. RATING
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO CODE
SEE SCHEDULE

16. ADMINISTERED BY CODE
SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE 1WVA5
 PRESIDENTIAL AIRWAYS INC
 TIM CHILDREY
 114 HANGAR LANE
 CAMDEN NC 27921-0000
 TEL. 252-435-0729
 FACILITY CODE 1WVA5

18a. PAYMENT WILL BE MADE BY CODE HQ0302
 DFAS-RO-FPT
 325 BROOK ROAD
 ROME NY 13441-4527

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH A ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA
 26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$23,000,000.00 EST

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 9 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 HTC711-07-R-0011
 OFFER DATED 26-Jun-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)

 31c. DATE SIGNED 01-Oct-2007

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
 30c. DATE SIGNED
 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
 PAMELA S. HALL / CONTRACTING OFFICER
 TEL: 618-229-2468 EMAIL: pamele.hall@ustranscom.mil

08-04

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

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

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	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
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Monthly Service - 2 Pressurized Aircraft FFP Base Year 1 Oct 07 - 30 Sep 08 The contractor shall provide two (2) pressurized "passenger" aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor). FOB: Destination SIGNAL CODE: A	12	Months	\$566,430.00	\$6,797,160.00

NET AMT \$6,797,160.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Monthly Service - 3 Unpressurized STOL FFP Base Year 1 Oct 07 - 30 Sep 08 The contractor shall provide three (3) unpressurized STOL aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor). FOB: Destination SIGNAL CODE: A	12	Months	\$742,242.00	\$8,906,904.00

NET AMT \$8,906,904.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Flying Hours - 2 Pressurized aircraft FFP	3,500	Hours	\$683.00	\$2,390,500.00 EST
	Base Year 1 Oct 07 - 30 Sep 08				
	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. (Fuel is covered in a SLIN below) Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, Kyrgystan and Pakistan.				
	FOB: Destination				
	SIGNAL CODE: A				

NET AMT	\$2,390,500.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Flying Hrs - 3 Unpressurized STOL FFP	5,260	Hours	\$683.00	\$3,592,580.00 EST
	Base Year I Oct 07 - 30 Sep 08				
	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. (Fuel is covered in a SLIN below) Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, Kyrgystan and Pakistan.				
	FOB: Destination				
	SIGNAL CODE: A				

NET AMT	\$3,592,580.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1,312,856	Dollars, U.S.	\$1.00	\$1,312,856.00 EST

Reimbursable Costs
FFP

Base Year 1 Oct 07 - 30 Sep 08

The contractor will be reimbursed for all fuel purchases in direct support of this contract, Food/Lodging, Airport Fees, and any other items preapproved by the Contracting Officer. Claims for the fuel expense item shall be supported by paid receipts. For food/lodging, 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 the food/lodging 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. For airport fees, 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.

FOB: Destination
SIGNAL CODE: A

NET AMT \$1,312,856.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006			Each		\$ EST

Surge
FFP

Base Year 1 Oct 07 - 30 Sep 08

In the event additional aircraft are required, the requirement will be identified and priced separately.

FOB: Destination
SIGNAL CODE: A

NET AMT \$ (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		12	Months	\$563,541.00	\$6,762,492.00
OPTION	Monthly Service - 2 Pressurized Aircraft FFP Option Year 1 - 1 Oct 08 - 30 Sep 09 The contractor shall provide two (2) pressurized aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor). FOB: Destination SIGNAL CODE: A				

NET AMT \$6,762,492.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		12	Months	\$736,555.00	\$8,838,660.00
OPTION	Monthly Service - 3 Unpressurized STOL FFP Option Year 1 - 1 Oct 08 - 30 Sep 09 The contractor shall provide three (3) unpressurized STOL aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor). FOB: Destination SIGNAL CODE: A				

NET AMT \$8,838,660.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		3,500	Hours	\$683.00	\$2,390,500.00 EST
OPTION	Flying Hours - 2 Pressurized Aircraft FFP Option Year 1 - 1 Oct 08 - 30 Sep 09 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. (Fuel is covered in a SLIN below) Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, Kyrgystan and Pakistan. FOB: Destination SIGNAL CODE: A				

NET AMT \$2,390,500.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		5,260	Hours	\$683.00	\$3,592,580.00 EST
OPTION	Flying Hours - 3 Unpressurized STOL FFP Option Year 1 - 1 Oct 08 - 30 Sep 09 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. (Fuel is covered in a SLIN below) Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, Kyrgystan and Pakistan. FOB: Destination SIGNAL CODE: A				

NET AMT \$3,592,580.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		1,500,000	Dollars, U.S.	\$1.00	\$1,500,000.00 EST

OPTION Reimbursable Costs
 FFP
 Option Year 1 - 1 Oct 08 - 30 Sep 09
 The contractor will be reimbursed for all fuel purchases in direct support of this contract, Food/Lodging, Airport Fees, and any other items preapproved by the Contracting Officer. Claims for the fuel expense item shall be supported by paid receipts. For food/lodging, 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 the food/lodging 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. For airport fees, 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.
 FOB: Destination
 SIGNAL CODE: A

NET AMT

\$1,500,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006			Each		\$ EST

OPTION Surge
 FFP
 Option Year 1 - 1 Oct 08 - 30 Sep 09
 In the event additional aircraft are required, the requirement will be identified and priced separately.
 FOB: Destination
 SIGNAL CODE: A

NET AMT

\$ (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Months	\$575,415.00	\$6,904,980.00
OPTION	Monthly Service - 2 Pressurized Aircraft FFP Option Year 2 - 1 Oct 09 - 30 Sep 10 The contractor shall provide two (2) pressurized "passenger" aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor). FOB: Destination SIGNAL CODE: A				

NET AMT \$6,904,980.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		12	Months	\$752,193.00	\$9,026,316.00
OPTION	Monthly Service - 3 Unpressurized STOL FFP Option Year 2 - 1 Oct 09 - 30 Sep 10 The contractor shall provide three (3) unpressurized STOL aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor). FOB: Destination SIGNAL CODE: A				

NET AMT \$9,026,316.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		3,500	Hours	\$683.00	\$2,390,500.00 EST
OPTION	Flying Hours - 2 Pressurized Aircraft FFP Option Year 2 - 1 Oct 09 - 30 Sep 10 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. (Fuel is covered in a SLIN below) Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, Kyrgystan and Pakistan. FOB: Destination SIGNAL CODE: A				

NET AMT	\$2,390,500.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004		5,260	Hours	\$683.00	\$3,592,580.00 EST
OPTION	Flying Hours - 3 Unpressurized STOL FFP Option Year 2 - 1 Oct 09 - 30 Sep 10 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. (Fuel is covered in a SLIN below) Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, Kyrgystan and Pakistan. FOB: Destination SIGNAL CODE: A				

NET AMT	\$3,592,580.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005		1,500,000	Dollars, U.S.	\$1.00	\$1,500,000.00 EST

OPTION Reimbursable Costs
 FFP
 Option Year 2 - 1 Oct 09 - 30 Sep 10
 The contractor will be reimbursed for all fuel purchases in direct support of this contract, Food/Lodging, Airport Fees, and any other items preapproved by the Contracting Officer. Claims for the fuel expense item shall be supported by paid receipts. For food/lodging, 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 the food/lodging 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. For airport fees, 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.
 FOB: Destination
 SIGNAL CODE: A

NET AMT \$1,500,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006			Each		\$ EST

OPTION Surge
 FFP
 Option Year 2 - 1 Oct 09 - 30 Sep 10
 In the event additional aircraft are required, the requirement will be identified and priced separately.
 FOB: Destination
 SIGNAL CODE: A

NET AMT \$ (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		12	Months	\$587,645.00	\$7,051,740.00
OPTION	Monthly Service - 2 Pressurized Aircraft FFP Option Year 3 - 1 Oct 10 - 30 Sep 11 The contractor shall provide two (2) pressurized "passenger" aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor). FOB: Destination SIGNAL CODE: A				

NET AMT	\$7,051,740.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		12	Months	\$768,301.00	\$9,219,612.00
OPTION	Monthly Service - 3 Unpressurized STOL FFP Option Year 3 - 1 Oct 10 - 30 Sep 11 The contractor shall provide three (3) unpressurized STOL aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor). FOB: Destination SIGNAL CODE: A				

NET AMT	\$9,219,612.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		3,500	Hours	\$683.00	\$2,390,500.00 EST
OPTION	Flying Hours - 2 Pressurized Aircraft FFP Option Year 3 - 1 Oct 10 - 30 Sep 11 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. (Fuel is covered in a SLIN below) Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, Kyrgystan and Pakistan. FOB: Destination SIGNAL CODE: A				

NET AMT \$2,390,500.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004		5,260	Hours	\$683.00	\$3,592,580.00 EST
OPTION	Flying Hours - 3 Unpressurized STOL FFP Option Year 3 - 1 Oct 10 - 30 Sep 11 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. (Fuel is covered in a SLIN below) Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, Kyrgystan and Pakistan. FOB: Destination SIGNAL CODE: A				

NET AMT \$3,592,580.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005		1,500,000	Dollars, U.S.	\$1.00	\$1,500,000.00 EST

OPTION Reimbursable Costs
 FFP
 Option Year 3 - 1 Oct 10 - 30 Sep 11
 The contractor will be reimbursed for all fuel purchases in direct support of this contract, Food/Lodging, Airport Fees, and any other items preapproved by the Contracting Officer. Claims for the fuel expense item shall be supported by paid receipts. For food/lodging, 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 the food/lodging 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. For airport fees, 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.
 FOB: Destination
 SIGNAL CODE: A

NET AMT \$1,500,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006			Each		\$ EST

OPTION Surge
 FFP
 Option Year 3 - 1 Oct 10 - 30 Sep 11
 In the event additional aircraft are required, the requirement will be identified and priced separately.
 FOB: Destination
 SIGNAL CODE: A

NET AMT \$ (EST.)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
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
52.232-18	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
52.242-15	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	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	MAR 2007
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.222-7006	Combating Trafficking in Persons	OCT 2006
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
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 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, 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)

52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 Oct 07 through 30 Sep 08 (base year), 1 Oct 08 through 30 Sep 09 (1st Option Year), 1 Oct 09 through 30 Sep 10 (2nd Option Year), 1 Oct 10 through 30 Sep 11 (3rd Option Year).
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 Flying Hour, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor:
 - (1) Any order for a single item in excess of 8 Flying Hours Per Day Per Aircraft;
 - (2) Any order for a combination of items in excess of 14,400 Flying Hours per Year; or
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the

limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

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

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after seven days after the expiration of the contract.

(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)

52.217-9 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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 54 months.

(End of clause)

52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007) ALTERNATE I (AUG 2007)

(a) Definitions. As used in this clause--

Coercion means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Involuntary servitude includes a condition of servitude induced by means of--

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not--

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees of--

(i) (A) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	Document may be obtained from:	Applies Performance to in/at:
-----	-----	-----
-----	-----	-----

(Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the U.S. to which the document applies.)

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of—

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may render the Contractor subject to--

- (1) Required removal of a Contractor employee or employees from the performance of the contract;
- (2) Required subcontractor termination;
- (3) Suspension of contract payments;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(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 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)

5352.201-9101 OMBUDSMAN (AUG 2005)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the Center/MAJCOM ombudsmen, Mr. Dale Huegen, TRANSCOM/TCCS-AQ, 508 Scott Drive, Scott AFB IL 62225-5357, (618) 256-2465, fax (618) 256-4702, email: Dale.Huegen@ustranscom.mil. Concerns, issues, disagreements, and recommendations that cannot be resolved at the MAJCOM/DRU level, may be brought by the concerned party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (703) 588-7004, facsimile number (703) 588-1067.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(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; 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 225 kts

FUEL BURN RATE/HOUR 685 pounds per hours

AIRCRAFT AVAILABLE SEATS 19

AIRCRAFT RANGE 1,800 NM

AIRCRAFT TOTAL PAYLOAD 5,000 lbs

UNPRESSURIZED AIRCRAFT:

TYPE OF AIRCRAFT CASA 212

AIRCRAFT BLOCK SPEED/HOUR 165 kts

FUEL BURN RATE/HOUR 625 pounds per hour

AIRCRAFT AVAILABLE SEATS 9 seats

AIRCRAFT RANGE 850 nm

AIRCRAFT TOTAL PAYLOAD 4,800 lbs

CONTRACT DOCUMENTS & APPENDIX

CONTRACT DOCUMENTS and APPENDIX

<i>TITLE</i>	
Performance Work Statement	
GFE Listing	
Required Reports	
Airfield Information	
Routing Sheet, WAWF-RA	
Appendix 1, DD Form 254	
Performance Plan	
Past Performance Questionnaire	

PERFORMANCE WORK STATEMENT

1 Mar 07

PERFORMANCE WORK STATEMENT (PWS)

Commercial Airlift Services for US Central Command

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I. Description of Services.

1.1. **Scope of Contract.** Provide all fixed-wing aircraft, personnel, equipment, tools, material, maintenance, and supervision necessary to perform passenger, cargo, and combi Short Take-Off and Landing (STOL) air transportation services between locations in the Area of Responsibility (AOR) of Afghanistan, Kyrgystan, Pakistan and Uzbekistan. Specific locations will be provided at the time of mission scheduling, however, the following list contains some potential ICAO's.

The unpressurized aircraft can land at the following locations:		The pressurized aircraft can land at the following locations:	
ICAO	Location	ICAO	Location
OAIX	Bagram	OAIX	Bagram

OABN	Bamyan LZ		OAZZ	Deh Dadi
See SPINS	Carlson LZ		OAHR	Herat LZ
OACC	Chaghcharan		OPRN	Islamabad
OAZZ	Deh Dadi		OAJL	Jalalabad
OAFR	Farah		OAKB	Kabul
OAFZ	Feyzabad LZ		OAKN	Kandahar
See SPINS	Gardez		OPKC	Karachi
OAHR	Herat LZ		UTSL	Karshi-Khanabad
OPRN	Islamabad		OAMS	Mazar I Sharif
OAJL	Jalalabad		OPQT	Quetta
OAKB	Kabul		OPSM	Shamsi
OAKN	Kandahar		OASG	Sheberghan
OPKC	Karachi		OASD	Shindand
UTSL	Karshi-Khanabad		OAUZ	Konduz
OAUZ	Konduz		OAFR	Farah
OABT	Lashkar Gar			
OAMN	Maimana LZ			
UAFM	Manas			
OAMS	Mazar I Sharif			
OAQN	Qala I Naw Dirt LZ			
OPQT	Quetta			
OASL	Salerno			
OPSM	Shamsi			
OASG	Sheberghan			
OASD	Shindand			
OAZ3	Sharana			
OATN	Tarin Kowt			
Total	28 Airfields		Total	16 Airfields

1.1.1. 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 necessary and authorized by the QAP, contractor is authorized to Remain Over Night (RON) at other locations. DOD is responsible for providing contractor support when RONing.

1.1.2. 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>

1.1.3. The Government anticipates contracting for up to a maximum of 3,600 flight hours per quarter or 14,400 flight hours per year (12 months).

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

1.1.5. Aircrew shall remain on flight plan filed, unless deviation for safety of flight is required.

1.1.6. Aircraft will only operate out of airfields approved on the United States Air Forces, United States Central Command Operation Enduring Freedom approved airfield matrix.

1.1.7 Schedule Reliability.

1.1.7.1. The contractor's schedule reliability rate shall be computed per calendar month by subtracting the total number of contractor-controllable delays during the month, from the contractor's total number of scheduled originating and turnaround station departures in that period, and dividing the remainder by the contractor's total number of scheduled originating and turnaround station departures for the period.

1.1.7.2. A delay shall be deemed to have occurred at the mission's originating or turnaround station if the contractor's aircraft departs the blocks more than 20 minutes after the scheduled departure time, except in those instances when the aircraft arrives at the next scheduled traffic stop destination on time.

1.1.7.3. The contractor shall maintain an 85 percent schedule reliability rate as the minimum acceptable standard of performance, based on 30 or more departures from originating or turnaround stations during a calendar month period. Where volume is less than 30 departures, reliability will be reviewed on a case-by-case basis. Failure to maintain an 85 percent schedule reliability rate will be reason for termination, pursuant to the Contract Clause entitled "Default." However, nothing in this paragraph shall limit the right of the Government to terminate this contract for cause for other reasons or to limit any other rights and remedies provided the Government by law or under this contract.

1.2. Aircraft Requirements.

1.2.1. The contractor shall provide pressurized and non-pressurized aircraft (a minimum of five planes), that are multi-engine, fixed wing, and fully instrumented/equipped to fly under Instrument Flight Rules. Aircraft must be listed, maintained and operated in accordance with the air carrier's Federal Aviation Regulation (FAR) 135 certificate.

1.2.2. Three STOL planes with a rear ramp or cargo door must have the ability 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, weighing 3,000 lbs for 300 GCSM (Great Circle Statute Miles) nonstop under IFR conditions. Must be able to operate from an unimproved 3,000 ft runway at sea level and have an oxygen system available when passengers are transported. Note: Planning weight for passengers plus their baggage is 400 lbs. per person.

1.2.3. Two "Passenger" planes must be pressurized and carry at least 19 passengers and/or cargo weighing 4,800 lbs for 400 GCSM nonstop under IFR conditions. This aircraft must be able to operate from a 5,000 ft runway at sea level.

1.2.4. 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.

1.2.5. 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.

1.3. Personnel Requirements.

1.3.1. All personnel performing under this contract are required to possess a Secret security clearance. Interim clearances will be accepted 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 adhere to Combined Joint Task Force (CJTF) 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 FAR 135, and 32 CFR 861.

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

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

1.5. **Passenger Service.**

1.5.1. The contractor shall transport a minimum of seven and a maximum of thirty 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 passenger manifest prior to boarding. The contractor shall not permit any unauthorized personnel to board the aircraft. A copy of the passenger manifest will be left with the appropriate ground personnel at the departure airfield. The contractor will maintain passenger until mission is complete.

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. **Cargo Service.**

1.6.1. Provide cargo transportation in accordance with paragraphs 1.2.2 or 1.2.3 depending on the type of aircraft. Estimated largest piece is 8' x 3' x 3' with 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. Cargo weights and hazardous documents will be verified by qualified DoD personnel.

1.6.5. The contractor will prohibit cargo that has not been properly manifested from flying on the aircraft.

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. Contractor shall transport hazardous materials IAW AFMAN 24-204. Prior to passenger and cargo transportation, the government will verify that passengers can travel with the class of hazardous material being transported. Hazardous classes will be identified prior to personnel and cargo being scheduled for missions.

1.8. **Passenger and Cargo Combination (COMBI) Service.**

1.8.1. Provide passenger and cargo combination service in accordance with the Performance Work Statement.

1.8.2. Receive 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)** 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	PWS Paragraph	Performance Threshold
Schedule and Perform All Missions	Para. 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9	85% of Missions Completed as Scheduled
Provide Air Mobility Division Weekly and Quarterly Flight Segment/Hours Reports	Para 4.13	100% Accurate, Complete, and On Time
Contractor shall maintain Passenger Manifest until Mission Is Complete	Para. 1.5.2.	100% of Missions
Aircrew shall remain on flight plan filed, unless deviation for safety of flight is required	Para. 1.1.5	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 fly within Germany, Afghanistan, Iraq, Kuwait, Pakistan, Uzbekistan, Qatar or Kyrgyzstan. The 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) at closest military installation 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 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 or TS-1 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 or TS-1 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-82/Bagram Aircraft Maintenance Office/Maintenance Chief.

3.2.5. Billeting and Operations Facilities as required.

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 para 4.3 of PWS).

3.2.9. CJTF-82, Bagram, will provide weather briefings prior to mission start.

3.2.10. Satellite Cellular Phones (one per aircraft) with Secure Sleeves and official airtime usage charges.

3.2.11. FM radios (one per aircraft) to communicate with ground elements. Radios will be replaced as required.

3.2.12 High Frequency (HF) radio support.

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

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

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

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

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

3.2.18. Access and privileges to use Post Exchange and MRW facilities while overseas.

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. The PM or a designated representative will serve in a higher headquarters capacity and conduct an annual inspection of contractor operations to include review of flight plans, work load, and missions.

4.1.2. The government will assign a quality assurance program (QAP) officer to oversee and inspect contractor flight operations to include quarterly familiarization flights on each aircraft and with various crews.

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 31-101, Chapter 9, paragraph 9.2.1., 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 4.2.2 and DOD 5220.22M, paragraph 2-104. DOD 5220.22M 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 5220.22M, 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 and over secure communications channels. 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 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 Cards (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 have access to the Contractor Verification System (CVS) to process CAC card applications. The CVS website is <https://www.dmdc.osd.mil/appj/cvs/login>. Contractor is required to provide TRANSCOM/TCAQ with their name, social security number, date of birth and e-mail address in order to be entered into CVS. TCAQ will provide username and password to contractor employee for submittal of application for CAC card. CVS allows contractor to be issued a CAC card from any DEERS office before going overseas. CJTF-82 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-82/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. Crew duty day requirements are governed by FAR Part 135 regulations.

4.7.2. All deadhead transportation, for crew duty day purposes, is in accordance with FAR 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 AMC representative will initiate an operational immediate message to the next higher headquarters with a copy to the US TRANSCOM/TCAQ-R Contracting Officer. In cases where such deficiencies exist, only the FAA representative has the authority to ground the commercial aircraft in question.

4.12. **Workload Estimate:** The Government's estimate is 8,760 flight hours per year.

4.13. **Required Reports** The contractor shall provide Air Mobility Division (AMD), Al Udiad, Qatar and USTRANSCOM/TCAQ, a weekly report reflecting flight segments/hours flown. Weekly reports are due the Tuesday following the end of the reporting week. The contractor shall also provide a quarterly report for cumulative hours flown for the quarter. Quarterly reports are due two weeks after the end of the quarter. The first quarter will end 30 Nov 04. All reports must be submitted electronically in a format mutually agreed to between AMD and the contractor.

4.13.1. **Notice Of Accidents -- DOD Missions:** When a contractor's aircraft is involved in an accident or incident in support of a DOD mission, as defined in 49 CFR, Part 830, the contractor shall transmit the following information by the most expeditious means available, to the TACC Emergency Action Cell at Scott AFB, Illinois, telephone (618) 229-0360. On the next business day, notification shall also be made to the ACO, via facsimile letter to (618) 256-2804, or by e-mail.

- (1) Contractor and trip number.
- (2) Aircraft type and number.
- (3) Date and time of the accident.
- (4) Last point of departure and point of intended landing of the aircraft.
- (5) Nature of the accident and the extent of damage to the aircraft so far as is known.
- (6) Total number of crewmembers and passengers on board.
- (7) Number of injured and fatalities aboard the aircraft.
- (8) Condition of baggage or Government-owned material, if any, on board.

4.13.2. **Notice Of Accidents -- All Carrier Operations:** When a contractor's aircraft is involved in any accident, DOD or otherwise, the contractor shall transmit the information in paragraph above to HQ AMC/A34B, Scott AFB IL (618) 229-4801. Incidents are reportable to HQ AMC/A34B only when they occur on a DOD charter. Accident and incident information should be provided on the next business day by the most expeditious means available. Accidents and incidents are defined in 49 CFR, Part 830.

4.13.3. **Aircraft Medical Incidents:** Report all aircraft medical incidents in flight, or while AMC passengers are under the control of the pilot in command, to the first available QAP or CA, at the next enroute station for in flight incidents, or the station where the incident occurs.

4.13.4. **DOD Casualties:** In cases where a death occurs on a contractor's aircraft, the following information shall be furnished to the Air Mobility Division, Al-Udiad, Qatar: Name, Social Security Account Number (SSAN), and component of service identified as Army-USA, Air Force-USAF, Navy-USN, Marine Corps-USMC, Coast Guard-USCG.

4.13.5. **Hazard Reporting:** The contractor shall report any condition involving cargo that constitutes a hazard to operations, the contractor, and airport safety personnel. This report should contain the following information: location; date and time (GMT); nomenclature of cargo (proper shipping name of hazardous cargo); shipper's

organization/unit and name of cargo representative; destination of cargo; TCN or bumper/increment number; facts and circumstances. Report this information to the Administrative Contracting Officer, USTRANSCOM/TCAQ.

4.13.6. Spotlighting and Hostile Event Reports: In the event a contractor operating an AMC mission is illuminated or "spotlighted", or is fired upon in the air or on the ground, the crew shall note the date, time, and approximate area from which the event originated. Following the event, at the first airfield or airbase with a US military presence, the crew shall notify the base operations center of the occurrence. The contractor shall also notify AMC immediately of any information relating a threat to AMC or AMC-contracted commercial aircraft, or of any attempts to elicit information from the crew on their mission or cargo. When reporting the incident to AMC, the crew will contact, via either email or phone, the Tanker Airlift Control Center (TACC) at 618-229-0399 or tacc-xoz@scott.af.mil and HQ AMC/A23 at 618-229-4781 or amc.a23.all@amc.af.mil. The contractor shall also report any incidents to USTRANSCOM/TCAQ during the next business day.

WAWF WORKSHEET

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

CONTRACT (number)

Questions concerning payment should be directed to the Defense Finance and Accounting Service (DFAS) Rome, DFAS-RO-FPT, 325 Brooks Rd., Rome NY 13441-4527, Phone number 800-553-0527. Please have your contract/order number and invoice number ready when contacting them about payment status.

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

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

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

- | | | |
|---------------------------------|--|---|
| 1. CONTRACT NUMBER: | <input type="text" value="HTC711"/> | |
| 2. CAGE CODE: | <input type="text"/> | |
| 3. PAY OFFICE DODAAC: | <input type="text" value="HQ0302"/> | |
| 4. TYPE OF DOCUMENT: | <input type="text" value="COMBO"/> | |
| 5. INSPECTION/ACCEPTANCE: | <input type="text" value="DESTINATION"/> | |
| 6. ISSUE DATE: | <input type="text" value="1 OCT 07"/> | |
| 7. ISSUE BY DODAAC: | <input type="text" value="HTC711"/> | |
| 8. ADMIN DODAAC: | <input type="text" value="HTC711"/> | |
| 9. INSPECT BY DODAAC: | <input type="text"/> | PLUS SIX EXT: <input type="text"/> |
| 10. SERVICE ACCEPTOR / SHIP TO: | <input type="text" value="HTC711"/> | PLUS SIX EXT: <input type="text" value="F7SCOM"/> |

GFE LISTING

**GOVERNMENT FURNISHED EQUIPMENT (GFE)
FOR
AFGHANISTAN STOL PROGRAM**

Facilities

- Billeting and operations facilities – B-Huts for billeting and operations space
- Aircraft Parking spaces
- Conex Boxes for parts storage and flight line work area and space for storage of boxes

Communication

- Motorola HT500 or equivalent radio for aircraft movement coordination with the JOC at CJTF-82
- SAT Phone for each aircraft
- DSN capable phone lines for on base communication
- High frequency (HF) radio support

Supplies (Class I)

- Meals Ready to Eat (MREs)
- Drinking Water
- Soft Drinks
- Coffee
- Fork lifts for loading and unloading
- Aircraft fuel
- AGE equipment (Generator, Fire extinguishers, 6 Chocks to Block Aircraft, Pressure Washer)
- Possible requirement for use of de-icing equipment and de-icing fluid

Transportation

- Vehicle to accommodate a minimum of 7 passengers for movement of personnel to the flight line and between aircraft and parts storage area.

TRANSFARS**5552.247-9000 Air Safety.**

As prescribed in 5547.4-100(a) http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/af_afmc/affars/5347.htm - TopOfPage insert the following clause in solicitations and contracts:

AIR SAFETY (APRIL 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

As prescribed in 5547.4-100(b)(1), insert the following clause in solicitations and contracts:

REQUIREMENT FOR AUTHORIZATION TO ENGAGE IN AIR TRANSPORTATION (APRIL 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 121 of the Federal Aviation Regulations (14 CFR 121) for airlift operated by the offeror, and participating in the CRAF, if applicable. Furthermore, the Contractor shall not be in a suspension or temporary nonuse status in accordance with 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 imposed by the pertinent regulatory body shall have expired or 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 at the time that notice thereof is given by the contracting officer to the contractor's designee named in accordance with paragraph ____ of Section ____ of this contract. All flights, which were scheduled to be flown during the time any such suspension is in effect, will be canceled. A unilateral modification reflecting the cancellation and reducing the government's obligation accordingly will be issued by the contracting officer at the termination of the period during which this contract is suspended or after the expiration of the period of performance of this contract. Any such cancellation is not for the convenience of the government and is not a termination within the meaning of clause 52.249-2, "Termination for Convenience of the Government (Fixed-Price)." Such cancellation will be accomplished at no cost to either party, and the substitute service provisions of this contract will not apply to such canceled flights.

(2) Exercise the government's rights under the clause 5552.247-9002, "Contractor's Failure to Provide Service."

(3) Terminate this contract in whole or in part under the procedures of the clause entitled "Default." If this contract is terminated for default pursuant to paragraph b, and if it is subsequently determined that termination for default is not appropriate, this contract shall then be considered to have been canceled pursuant to subparagraph b(4) below.

(4) Cancel this contract in whole or in part. Any such cancellation will be accomplished by the issuance of a unilateral modification and will not be a termination under the provisions of clause 52.249-2, "Termination for Convenience of the Government (Fixed-Price)," and neither party will be liable to the other party for costs incurred as a result of such cancellation.

(End of Clause)

ALTERNATE II (APRIL 2007). As prescribed by 5547.4-100(b)(3), when using FAR Part 12 procedures, insert substantially the same paragraph (b) to the basic clause. When contracting with an air carrier modify subparagraph (a) of the clause as appropriate to identify the applicable certificate and issuing authority.

(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.

As prescribed in 5547.4-100(c)(1) insert the following clause in solicitations and contracts:

CONTRACTOR'S FAILURE TO PROVIDE SERVICE (APRIL 2007)

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

(b) Substitute Service. This term, as used herein, applies to the substitution of an aircraft to replace contractor's aircraft, which is unable to proceed from the departure station or from any en route station short of destination in accordance with schedules established pursuant to this contract. If the contractor fails to make an aircraft available

for departure within 16 hours subsequent to scheduled departure time for a passenger flight or a mixed flight from an originating station or an en route station, or within 4 hours of a scheduled departure time for a passenger flight or a mixed flight from an en route station where no holding facilities for passengers are available, or within 24 hours of a scheduled departure time for a cargo flight from either the originating station or an en route station, or for any flight within such lesser time as may be agreed to by the contractor's designee, the government may: (1) cancel the requirement for further movement of the defaulted flight; (2) require the contractor to transport the defaulted passengers or cargo by substitute service within such additional time as the contracting officer may allow; (3) acquire substitute service from commercial sources; or (4) reschedule the defaulted flight or transport the defaulted passengers or cargo, or any portion thereof, itself. The exercise of any of these options will be in accordance with the following:

- (1) In the event that the requirement for further movement of the defaulted flight is canceled, the number of passengers equal to the Guaranteed Allowable Cabin Load (GACL) for the flight involved, or the number of pounds of cargo equal to the GACL of the flight involved, or the number of miles for the flight involved, will be subtracted from the government's guarantee. Any canceled requirement will be deleted from the contract by unilateral modification. If the failure to depart was from the originating station, contractor will not be paid any amount for the flight involved. If the failure to depart was from an en route station, the contractor will be paid at the USTRANSCOM negotiated uniform rate for that portion of the trip over which he did transport the passengers or cargo.
- (2) If the contractor is required to transport the passengers or cargo of the defaulted flight by substitute service within such additional time as the contracting officer may allow, the contractor shall arrange and pay directly all costs involved in the transportation by the substitute aircraft. In this event, the contractor will be paid the full contract price for the flight involved, irrespective of the amount paid by him for this transportation by substitute aircraft. The substitute aircraft provided by the contractor must be of like type, configured in accordance with the applicable specifications, and must be approved by the contracting officer. In lieu of, or in addition to, providing the above type substitute service, the contractor may, at his own expense, purchase the amount of space, by common carriage or otherwise, needed for the movement of the passengers or cargo of the defaulted flight. The purchase of such space must be approved by the contracting officer and must be obtained only from American Flag carriers, except that in the event an American Flag carrier is unavailable or not reasonably available for point-to-point substitute service within an overseas area, upon prior authorization of the contracting officer, the contractor may use a Foreign Flag schedule carrier for substitute service on an exception basis only and provided the requirements of the clause entitled "Preference for United States Flag Air Carriers," are complied with. In such event, contractor would be paid the contract price for the involved transportation. If contractor transports by purchase of common carriage only a part of the number of passengers or amount of cargo of the defaulted flight, he will only be paid for those passengers or cargo so transported, and the passengers or cargo not transported shall be deducted from the government's guarantee.
- (3) The government may purchase substitute service from commercial sources. This can be by a substitute commercial aircraft or by the purchase from commercial sources of sufficient space to transport by common carriage or otherwise, the number of passengers or amount of cargo involved in the defaulted flight. In either event, the substitute service shall be deducted from the government's guarantee and the contractor would be charged by the government, any amount that the government had to pay to commercial sources which is in excess of the contract price for the transportation of the passengers or cargo involved for the distance involved. (If this substitute service is obtained for only a portion of a trip as provided in the contract, the contract price will be prorated for the distance involved in determining the amount due to the government.) Contractor will not be paid any amount for the defaulted flight except that he will be paid at the USTRANSCOM negotiated uniform rate for that portion of the trip, if any, over which he did transport the passengers or cargo on the flight involved. The contractor shall provide all services normally provided in connection with flights operating under this contract. In the event the defaulted flight was to be performed between military bases and the government procures common carriage substitute service, the defaulting contractor shall be responsible for the transportation between the military bases and the commercial terminal.
- (4) The government may, in its discretion, elect to either reschedule the defaulted flight to a later time within the performance period of the contract or may move these passengers and/or this cargo, or any portion thereof. In this

event, the number of passengers equal to the GACL for the flight involved, or the number of pounds of cargo to the GACL of the flight involved, or the number of miles for the flight involved will be subtracted from the government's guarantee and the contractor will be charged, by the government, the excess, if any, of the charge for this movement as computed under the provisions of DOD Rates (https://www.amcfn.scott.af.mil/filecabinet/docs/fy05/DoD_by_Zone.pdf) over the contract price. If this movement is utilized for only a portion of a trip as provided in the contract, the contract price will be prorated for the distance involved in determining the amount due the government. Contractor will not be paid any amount for transportation of the passengers or cargo of the defaulted flight except that he will be paid at the USTRANSCOM negotiated uniform rate for that portion of the trip, if any, over which he did transport said passengers or cargo in the flight involved.

(c) The contracting officer may permit the contractor to provide services with substitute aircraft having a lower Allowable Cabin Load (ACL). When such substitution of aircraft is permitted, the contractor shall be reimbursed at the rate per ton/pax mile established in the original award times the lesser ACL with a corresponding reduction in the government's guarantee. In addition or as an alternative to providing substitute aircraft having a lower ACL, the contracting officer may permit the contractor to acquire, at his own expense, the amount of space, by common carriage, needed for movement of the pax or cargo equal to the ACL of the aircraft originally scheduled for the flight, in which event the contractor will be paid at the contract rate for the pax and/or cargo within the GACL which are actually transported. The contracting officer may also permit the contractor to provide services with substitute aircraft having a higher ACL than the aircraft required for performance of services under the contract. In this event, the contractor will be reimbursed only the contract price for the flight as originally awarded.

(d) The contracting officer, in making his decisions and selections for substitute service, will use his discretion in such a manner as to mitigate contractor's liability for excess costs when reasonably possible. However, military needs and urgency will be the prime consideration in the exercise of this discretion.

(e) The provisions of Section C, Performance Work Statement, relative to contractor's responsibility for care of passengers, and for providing meals and billets, apply to all situations discussed in this clause, wherein the contractor failed to depart as scheduled. Contractor shall retain responsibility for passengers until such time as they are moved by the contractor or the government, or the requirement is canceled by the government.

(f) In the event the contractor fails to deliver any part of the GACL (pax or cargo) to manifested destination due to an accident, contractor will be paid at USTRANSCOM negotiated uniform rate only for that amount of pax or cargo delivered to manifested destination.

(End of Clause)

ALTERNATE II (APRIL 2007). As prescribed by 5547.4-100(c)(3), when using FAR Part 12 procedures, delete paragraphs (a) through (f) of the basic clause and substitute the following paragraphs (a) and (b) to the basic clause.

(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.

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

1. REQUISITION NUMBER
F3ST9672639300

PAGE 1 OF 9

2. CONTRACT NO.
HTC711-08-D-0010

3. AWARD/EFFECTIVE DATE
01-Oct-2007

4. ORDER NUMBER
0001

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

a. NAME

b. TELEPHONE NUMBER (No Collect Calls)

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY
CODE HTC711
USTRANSCOM COMMAND ACQUISITION
508 SCOTT DR
SCOTT AFB IL 62225-5357
TEL: 618-256-4300
FAX: 618-256-9600

10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: % FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A)
NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b. RATING
14. METHOD OF SOLICITATION
 RFQ IFB RFP

12. DISCOUNT TERMS
Net 30 Days

15. DELIVER TO
CODE
SEE SCHEDULE

16. ADMINISTERED BY
CODE
SEE ITEM 9

17a. CONTRACTOR/OFFEROR
CODE 1WVA5
PRESIDENTIAL AIRWAYS INC
TIM CHILDREY
114 HANGAR LANE
CAMDEN NC 27921-0000
TEL: 252-435-0729
FACILITY CODE 1WVA5

18a. PAYMENT WILL BE MADE BY
CODE HQ0302
DFAS-RO-FPT
325 BROOK ROAD
ROME NY 13441-4527

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA
See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$1,916,667.00 EST

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

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
Elaine M. Hayes

31c. DATE SIGNED
01-Oct-2007

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
ELAINE H. HAYES / CONTRACTING OFFICER
TEL: 618-229-1180 EMAIL: elaine.hayes@ustrancom.mil

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

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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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
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (<i>YY/MM/DD</i>)
41c. DATE	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
000202	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
000303	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
000404	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
000505	Destination	Government	Destination	Government

ACCOUNTING AND APPROPRIATION DATA

AA: 2182020.0000 0000 8A-2084 P135197.0000 22NL 8334G4 MIPR8A34G40003 34G483 S09076
 AMOUNT: \$1,916,667.00
 CIN F3ST96726393000000AA: \$1,916,667.00

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2007 TO 31-OCT-2007	N/A	USTRANSCOM COMMAND ACQUISITION HTC711 ELAINE M. HAYES 508 SCOTT DR SCOTT AFB IL 62225-5357 618-229-1180 FOB: Destination	
000101	POP 01-OCT-2007 TO 31-OCT-2007	N/A	N/A FOB: Destination	

0002	POP 01-OCT-2007 TO 31-OCT-2007	N/A	USTRANSCOM COMMAND ACQUISITION HTC711 ELAINE M. HAYES 508 SCOTT DR SCOTT AFB IL 62225-5357 618-229-1180 FOB: Destination
000202	POP 01-OCT-2007 TO 31-OCT-2007	N/A	N/A FOB: Destination
0003	POP 01-OCT-2007 TO 31-OCT-2007	N/A	USTRANSCOM COMMAND ACQUISITION HTC711 ELAINE M. HAYES 508 SCOTT DR SCOTT AFB IL 62225-5357 618-229-1180 FOB: Destination
000303	POP 01-OCT-2007 TO 31-OCT-2007	N/A	N/A FOB: Destination
0004	POP 01-OCT-2007 TO 31-OCT-2007	N/A	USTRANSCOM COMMAND ACQUISITION HTC711 ELAINE M. HAYES 508 SCOTT DR SCOTT AFB IL 62225-5357 618-229-1180 FOB: Destination
000404	POP 01-OCT-2007 TO 31-OCT-2007	N/A	N/A FOB: Destination
0005	POP 01-OCT-2007 TO 31-OCT-2007	N/A	USTRANSCOM COMMAND ACQUISITION HTC711 ELAINE M. HAYES 508 SCOTT DR SCOTT AFB IL 62225-5357 618-229-1180 FOB: Destination
000505	POP 01-OCT-2007 TO 31-OCT-2007	N/A	N/A FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Monthly Service - 2 Pressurized Aircraft FFP Base Year 1 Oct 07 - 30 Sep 08 The contractor shall provide two (2) pressurized "passenger" aircraft to be available for services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor). FOB: Destination PURCHASE REQUEST NUMBER: F3ST9672639300 SIGNAL CODE: A	1	Months	\$566,430.00	\$566,430.00

NET AMT	\$566,430.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Funding for CLIN 0001 (FY08) FFP Funding for CLIN 0001, Monthly Service - 2 Pressurized Aircraft. Period of Performance funded 1 Oct 07 - 31 Oct 07. Added per D0001. FOB: Destination MILSTRIP: F3ST9672639300 PURCHASE REQUEST NUMBER: F3ST9672639300 SIGNAL CODE: A		Months		

NET AMT	\$0.00
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ACRN AA	\$566,430.00
CIN: F3ST96726393000000AA	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Months	\$742,242.00	\$742,242.00
	Monthly Service - 3 Unpressurized STOL FFP Base Year 1 Oct 07 - 30 Sep 08 The contractor shall provide three (3) unpressurized STOL aircraft to be available for STOL services 24 hours per day, 7 days per week. Missions will be ordered with 24 hours advance notice (or less if agreed to by the contractor). FOB: Destination PURCHASE REQUEST NUMBER: F3ST9672639300 SIGNAL CODE: A				

NET AMT	\$742,242.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000202			Months		
	Funding for CLIN 0002 (FY08) FFP Funding for CLIN 0002, Monthly Service - 3 Unpressurized Aircraft. Period of Performance funded 1 Oct 07 - 31 Oct 07. Added per D0001. FOB: Destination MILSTRIP: F3ST9672639300 PURCHASE REQUEST NUMBER: F3ST9672639300 SIGNAL CODE: A				

NET AMT	\$0.00
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ACRN AA	\$742,242.00
CIN: F3ST96726393000000AA	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		292	Hours	\$683.00	\$199,436.00 EST

Flying Hours - 2 Pressurized aircraft
FFP

Base Year 1 Oct 07 - 30 Sep 08

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. (Fuel is covered in a SLIN below) Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, Kyrgystan and Pakistan.

FOB: Destination

PURCHASE REQUEST NUMBER: F3ST9672639300

SIGNAL CODE: A

NET AMT	\$199,436.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000303			Hours		\$ EST

Funding for CLIN 0003 (FY08)
FFP

Funding for CLIN 0003, Flying Hours - 2 Pressurized Aircraft. Period of Performance funded 1 Oct 07 - 31 Oct 07. Added per D0001.

FOB: Destination

MILSTRIP: F3ST9672639300

PURCHASE REQUEST NUMBER: F3ST9672639300

SIGNAL CODE: A

NET AMT	\$ (EST.)
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ACRN AA

CIN: F3ST96726393000000AA

\$199,436.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		438	Hours	\$683.00	\$299,154.00 EST

Flying Hrs - 3 Unpressurized STOL

FFP

Base Year 1 Oct 07 - 30 Sep 08

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. (Fuel is covered in a SLIN below) Anticipated Routes: Flying to take place within the AOR of Afghanistan, Uzbekistan, Kyrgystan and Pakistan.

FOB: Destination

PURCHASE REQUEST NUMBER: F3ST9672639300

SIGNAL CODE: A

NET AMT	\$299,154.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000404			Hours		\$ EST

Funding for CLIN 0004 (FY08)

FFP

Funding for CLIN 0004, Flying Hours - 3 Unpressurized Aircraft. Period of Performance funded 1 Oct 07 - 31 Oct 07. Added per D0001.

FOB: Destination

MILSTRIP: F3ST9672639300

PURCHASE REQUEST NUMBER: F3ST9672639300

SIGNAL CODE: A

NET AMT	\$ (EST.)
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ACRN AA

CIN: F3ST96726393000000AA

\$299,154.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		109,405	Dollars, U.S.	\$1.00	\$109,405.00 EST

Reimbursable Costs

FFP

Base Year 1 Oct 07 - 30 Sep 08

The contractor will be reimbursed for all fuel purchases in direct support of this contract, Food/Lodging, Airport Fees, and any other items preapproved by the Contracting Officer. Claims for the fuel expense item shall be supported by paid receipts. For food/lodging, 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 the food/lodging 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. For airport fees, 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.

FOB: Destination

PURCHASE REQUEST NUMBER: F3ST9672639300

SIGNAL CODE: A

NET AMT	\$109,405.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000505			Dollars, U.S.		\$ EST

Funding for CLIN 0005 (FY08)

FFP

Funding for CLIN 0005, Reimbursable Costs. Period of Performance funded 1 Oct 07 - 31 Oct 07. Added per D0001.

FOB: Destination

MILSTRIP: F3ST9672639300

PURCHASE REQUEST NUMBER: F3ST9672639300

SIGNAL CODE: A

NET AMT	\$ (EST.)
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ACRN AA

\$109,405.00

CIN: F3ST96726393000000AA