



**UNITED STATES TRANSPORTATION COMMAND
(USTRANSCOM)**

**Contract: HTC711-09-C-0005,
8 July 2009**

**Air Terminal & Ground Handling Services at
Pago Pago, AS**

Awarded to: GCH Services, LLC

**Released under USTRANSCOM FOIA 11-11
Full Release**

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER P25F370102A002		PAGE 1 OF 23	
2. CONTRACT NO. HTC711-09-C-0005		3. AWARD/EFFECTIVE DATE 08-Jul-2009		4. ORDER NUMBER		5. SOLICITATION NUMBER HTC711-09-R-0011	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MARIA T. GALLOWAY		b. TELEPHONE NUMBER (No Collect Calls) 618-229-2529		8. SOLICITATION ISSUE DATE 25-Mar-2009	
9. ISSUED BY USTRANSCOM-AQ - HTC711 500 SCOTT DR SCOTT AFB IL 62225-6357 TEL: CONTACT BUYER FAX: CONTACT BUYER		CODE HTC711		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SB HUBZONE SB 8(A) SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$7.0M NAICS: 488119		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
16. DELIVER TO HQ AMC ASOR - F33F37 CARNANO, JERRY 402 SCOTT DR UNIT 242 SCOTT AFB IL 62225-6306		CODE F33F37		18. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR GCH SERVICES, LLC WILLIAM TRESKY 6801 N GLEN HARBOR BLVD STE 205 GLENDALE AZ 85307-3700 TEL: 623-935-5233		CODE 37NT3		18a. PAYMENT WILL BE MADE BY DFAS-LIMSTONE - F87100 ATTN: DFAS-LI-JACOB 27 ARKANSAS RD LIMSTONE ME 04751-6216			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$25,875.00 EST	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-6 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-3 IS ATTACHED.				ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. RFP: HTC711-09-R-0011				29. AWARD OF CONTRACT; REFERENCE <input type="checkbox"/> OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		31c. DATE SIGNED 08-Jul-2009	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) WILLIAM TRESKY		30c. DATE SIGNED 7/9/09		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) JOYCE M. PAVLAK / CONTRACTING OFFICER TEL: 618-229-2460 EMAIL: joyce.pavlak@ustrancom.mil			

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 3/2005)
Prescribed by GSA
FAR (48 CFR) 53.212

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

PAGE 2 OF 23

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

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

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

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

42d. TOTAL CONTAINERS

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Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot	\$25,875.00	\$25,875.00 EST

BASE PERIOD - 01 Sept 09 through 30 Sept

FFP

Cost of travel and per diem for contractor personnel to attend familiarization training at Hickam AFB, HI in accordance with PWS paragraph 3.3.1. Travel and per diem shall be billed in accordance with the Joint Travel Regulations. The contractor shall submit documentation to support all expenses identified on their invoices for charges submitted under this CLIN.

FOB: Destination

PURCHASE REQUEST NUMBER: F3SF379162A002

PROJECT: 000

SIGNAL CODE: A

NET AMT	\$25,875.00 (EST.)
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ACRN AA	\$25,875.00
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CIN: F3SF379162A0020000AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		12	Months	\$8,000.00	\$96,000.00

OPTION Option Yr 1 - 1 Oct 09 through 30 Sep 10

FFP

Basic Monthly Service - Contractor shall provide Air Terminal and Ground Handling Services at Pago Pago International Airport, Pago Pago, American Samoa. Service is to include "Official use only" dedicated telephone line in accordance with paragraph 1.1.7 of the PWS.

FOB: Destination

SIGNAL CODE: A

NET AMT

\$96,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Months	\$8,250.00	\$99,000.00

OPTION Option Yr 2 - 1 Oct 10 through 30 Sep 11

FFP

Basic Monthly Service - Contractor shall provide Air Terminal and Ground Handling Services at Pago Pago International Airport, Pago Pago, American Samoa. Service is to include "Official use only" dedicated telephone line in accordance with paragraph 1.1.7 of the PWS.

FOB: Destination

SIGNAL CODE: A

NET AMT

\$99,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		12	Months	\$8,500.00	\$102,000.00

OPTION Option Yr 3 - 1 Oct 11 through 30 Sep 12

FFP

Basic Monthly Service - Contractor shall provide Air Terminal and Ground Handling Services at Pago Pago International Airport, Pago Pago, American Samoa. Service is to include "Official use only" dedicated telephone line in accordance with paragraph 1.1.7 of the PWS.

FOB: Destination

SIGNAL CODE: A

NET AMT

\$102,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		12	Months	\$8,700.00	\$104,400.00

OPTION Option Yr 4 - 1 Oct 12 through 30 Sep 13

FFP

Basic Monthly Service - Contractor shall provide Air Terminal and Ground Handling Services at Pago Pago International Airport, Pago Pago, American Samoa. Service is to include "Official use only" dedicated telephone line in accordance with paragraph 1.1.7 of the PWS.

FOB: Destination

SIGNAL CODE: A

NET AMT

\$104,400.00

SF 1449 CONTINUATION PAGE

1. Continuation of Block 18b. All invoices will be submitted using Wide Area Work Flow – Receipt and Acceptance WAWF-RA in accordance with DFARS 252.232-7003 Electronic Submission of Payment Requests (page 7) and the Routing Sheet (Attachment 2)

2. Continuation of Blocks 19 – 24. Performance of this contract shall begin 1 Sept 09, date of award if subsequent thereto. It shall continue through 30 Sep 09, (30 Sep 10, if Option Year One is exercised, 30 Sep 11, if Option Year

Two is exercised, 30 Sep 12, if Option Year Three is exercised, 30 Sep 13, if Option Year Four is exercised) unless terminated or canceled sooner under the provisions of this contract or unless extended pursuant to FAR 52.217-8.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	Government
3001	N/A	N/A	N/A	Government
4001	N/A	N/A	N/A	Government

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930.FD40 689 6594 101000 142V22 592ER 41125F 667100 F67100 ESP:JN

AMOUNT: \$25,875.00

CIN F3SF379162A0020000AA: \$25,875.00

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-SEP-2009 TO 30-SEP-2009	N/A	HQ AMC A45R - F3SF37 CARNAKO, JERRY 402 SCOTT DR UNIT 2A2 SCOTT AFB IL 62225-5308 618-229-2535 FOB: Destination	F3SF37
1001	POP 01-OCT-2009 TO 30-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
2001	POP 01-OCT-2010 TO 30-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
3001	POP 01-OCT-2011 TO 30-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
4001	POP 01-OCT-2012 TO 30-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2008
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-50	Combating Trafficking in Persons	FEB 2009
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-18	Availability Of Funds	APR 1984

52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.245-1	Government Property	JUN 2007
52.245-1 Alt I	Government Property (Jun 2007) Alternate I	JUN 2007
52.245-9	Use And Charges	JUN 2007
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002

ADDENDUM TO FAR 52.212-4

ADDENDUM TO FAR 52.212-4--CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (OCT 2008)

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

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2009) (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)(1) 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) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 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.

(iii) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

(iv) 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).

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

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

(vii) 52.222-41, Service Contract Act of 1965 (Nov 2007)(41 U.S.C. 351, et seq.).

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

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

(xi) 52.222-54, Employment Eligibility Verification (Jan 2009). (Not applicable until May 21, 2009.)

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

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

(End of clause)

52.217-8 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 at least 15 calendar days prior to the expiration of the existing contract.

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years and 7 months.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2009) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items clause of this contract (FAR 52.212-5 (FEB 2008) (DEVIATION)), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

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

(End of clause)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)

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

Indian means--

(1) Any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c); and

(2) Any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.).

Indian organization means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. chapter 17.

Indian-owned economic enterprise means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

Interested party means a contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

Native Hawaiian small business concern means an entity that is--

(1) A small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632) and relevant implementing regulations; and

(2) Owned and controlled by a Native Hawaiian as defined in 25 U.S.C. 4221(9).

(b) The Contractor shall use its best efforts to give Indian organizations, Indian-owned economic enterprises, and Native Hawaiian small business concerns the maximum practicable opportunity to participate in the subcontracts it awards, to the fullest extent consistent with efficient performance of the contract.

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to--

(1) For matters relating to Indian organizations or Indian-owned economic enterprises: U.S. Department of the Interior, Bureau of Indian Affairs, Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street NW, MS-2626-MIB, Washington, DC 20240-4000. The BIA will determine the eligibility and will notify the Contracting Officer.

(2) For matters relating to Native Hawaiian small business concerns: Department of Hawaiian Home Lands, PO Box 1879, Honolulu, HI 96805. The Department of Hawaiian Home Lands will determine the eligibility and will notify the Contracting Officer.

(e) No incentive payment will be made--

(1) While a challenge is pending; or

(2) If a subcontractor is determined to be an ineligible participant.

(f)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an incentive payment in accordance with this clause.

(2) The incentive amount that may be requested is 5 percent of the estimated cost, target cost, or fixed price included in the subcontract at the time of award to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(3) In the case of a subcontract for commercial items, the Contractor may receive an incentive payment only if the subcontracted items are produced or manufactured in whole or in part by an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(4) The Contractor has the burden of proving the amount claimed and shall assert its request for an incentive payment prior to completion of contract performance.

(5) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the estimated cost, target cost, or fixed price included in the

subcontract awarded to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(6) If the Contractor requests and receives an incentive payment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the incentive amount.

(g) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts exceeding \$500,000.

(End of clause)

5552.242-9000 COMMON ACCESS CARDS (CACs) FOR CONTRACTOR PERSONNEL (AUG 2008)

(a) When contractor performance is required on government installation(s)/location(s), contractors shall ensure Common Access Cards (CACs) are obtained by all contract or subcontract employees who meet one or both of the following criteria:

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

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

- (1) Contractors shall provide a listing of their employees that will require a CAC to the contracting officer. The listing will contain the following information in order for a CAC application to be created in the Contractor Verification System (CVS): last, middle, and first names; Social Security Number; Date of Birth; email address; the contract number; and the contract end date. The contracting officer will provide a copy of the list to the government representative in the local organization designated to authorize issuance of contractor CACs (i.e., Trusted Agent (TA)). The TA will then create a CAC application in the Contractor Verification System (CVS.)
- (2) Once the TA has created the CAC application, a temporary login/password will be generated in CVS. The TA will notify each contractor employee when his/her application is created and will securely distribute the login/password to that contractor employee. Each contractor employee will then enter the CVS web site using the temporary login/password and complete the CAC application and submit it back to the TA.

(3) If contractor employees will not require access to classified information, each contractor employee will be required to complete either the Questionnaire for Non-Sensitive Positions (SF85), located at www.opm.gov/forms/pdf_fill/SF85.pdf, or the Questionnaire for Public Trust Positions (SF85P) and submit fingerprint cards (FD-258) to the USTRANSCOM contracting officer who will verify each employee and then forward the documents to the Security Services Center for processing. The questionnaires and fingerprint cards will be forwarded by the Security Services Center personnel to OPM who will conduct a National Agency Check with written Inquiries (NACI) background investigation. Before the TA approves the CAC application in CVS, the TA must verify that a background investigation has either been opened or completed by OPM, or adjudicated by the Air Force Central Adjudication Facility (AFCAF), as shown in the Joint Personnel Adjudication System (JPAS).

(4) If contractor employees will require access to classified information, the contractor's company Facility Security Officer processes the Questionnaire for National Security Positions (SF86) and the fingerprint cards (FD-258) and submits them directly to the Defense Industrial Security Clearance Office (DISCO). Before the TA approves the CAC application in CVS, the TA must verify that a background investigation has been either opened or completed by OPM, or adjudicated by DISCO, as shown in JPAS.

(5) Once the TA has approved the CAC application, the TA will inform the contractor employee to proceed to the nearest CAC issuance workstation (usually located within the local Military Personnel Flight (MPF)) with two forms of picture identification. CAC issuance workstation personnel will then issue the CAC.

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

(d) During the performance period of the contract, the contractor, or contractor employee as appropriate, shall:

(1) Within 7 working days of any changes to the listing of the contract personnel authorized a CAC, provide an updated listing to the contracting officer who will provide the updated listing to the TA (who will create new CAC applications or revoke those for employees no longer performing on the contract as appropriate);

(2) As part of security out-processing, or when no longer performing on the specific contract for which the CAC was approved, return their CAC to either their TA, the USTRANSCOM Security Services Center personnel; or to a designated USTRANSCOM representative.

(3) Report lost or stolen CACs immediately to the TA, the USTRANSCOM Security Services Center, or to a designated USTRANSCOM representative.

(e) Within 7 working days following completion/termination of the contract, return all CACs issued to contractor employees to the TA, the USTRANSCOM Security Services Center, or to a designated USTRANSCOM representative.

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

(g) For OCONUS contracts, in addition to the above procedures, contractor employees requiring a Geneva Convention category on their CAC will be required to complete DD Form 1172-2, Application for Department of Defense Common Access Card DEERS Enrollment. This form shall be submitted to/approved by the contracting officer and then be presented to the CAC issuance workstation personnel in conjunction with the CVS application for CAC issuance.

(End of clause)

CONTRACTOR ACQUIRED INSURANCE**CONTRACTOR ACQUIRED INSURANCE**

(a) The Contractor shall procure and maintain the following minimum insurance during performance of any work under this contract:

<u>Type</u>	<u>Amount</u>
<u>Automobile</u>	
Bodily Injury Liability	\$200,000 per person \$500,000 per occurrence
Property Damage Liability	\$20,000 per occurrence
<u>Comprehensive General Liability</u>	
Bodily Injury Liability	\$500,000 per occurrence
<u>Workmen's Compensation and Employers Liability</u>	
Worker's Compensation and Occupational Coverage	In accordance with Statutory Limits
Employer's Liability Coverage	Minimum Limit of \$100,000

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

(a) The Contractor shall provide annual proof of insurance (a certificate of insurance) from the insurance provider to the Administrative Contracting Officer.

FEDERAL MINIMUM WAGE**FEDERAL MINIMUM WAGE**

Contractor must comply with the Federal Minimum Wage for American Samoa during the terms of this contract. Minimum wage rates are set by industry. The industry for this requirement is: "SHIPPING AND TRANSPORTATION" (CLASSIFICATION C).

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**PERFORMANCE WORK STATEMENT
AIR MOBILITY COMMAND
AIR TERMINAL AND GROUND HANDLING SERVICES
PAGO PAGO, INTERNATIONAL AIRPORT, AMERICAN SAMOA**

13 March 2009

I. DESCRIPTION OF SERVICES: The contractor shall provide Air Terminal and Ground Handling Services (ATGHS) on behalf of the Air Mobility Command (AMC) in support of the Department of Defense (DOD) Airlift System to include but not limited to all US Government owned or operated aircraft, US sponsored foreign Government or civil aircraft, Coalition Forces aircraft, and tendered aircraft, at Pago Pago International Airport, Pago Pago, American Samoa. The contractor shall facilitate on-time aircraft departures and maintain the capability to provide ATGHS, for a working maximum on ground (MOG) of one (1) aircraft.

1.1. Air Terminal Operations Center (ATOC): The contractor shall provide a control function that manages all information and terminal resources required to receive, document, plan, and move passengers, cargo, and mail, ensuring maximum aircraft utilization. The contractor shall:

1.1.1: Gather, process, and disseminate information in accordance with (IAW) Air Mobility Command Instruction (AMCI) 24-101, Vol. 9, Section C, paragraph 6.8, Section D, paragraph 7 and Attachment 3; Global Air Transportation Execution System (GATES); and HQ AMC A4T policy messages, memorandums, and directives. The contractor shall:

1.1.1.1. Provide detailed information to 618 Tanker Airlift Control Center (618 TACC), 735 Air Mobility Squadron/Air Mobility Control Center (735 AMS/AMCC) and 613 Air Operations Center (AOC)/Air Mobility Division (AMD) concerning a potential aircraft delay, actual delay, or abort.

1.1.1.2. Plan, select, sequence, and monitor each aircraft cargo and mail load IAW AMCI 24-101, Vol. 9, Section E, paragraphs 17.1 through 30.6

1.1.2. Inform all arriving aircrew and passengers on local security threats, off-limit areas, and environmental and health risks or concerns, as a minimum.

1.1.3. Comply with and advise the aircraft commander and passengers of all U.S. territory customs, agriculture, and immigration requirements.

1.1.4. Assist in expediting the necessary clearances for all aircraft crew members, mission recovery teams, passengers, and cargo.

1.1.5. Assist the aircraft commander/aircrew representative(s) with obtaining weather briefings and Computer Flight Plans (CFP) when requested.

1.1.6. Report all aircraft mishaps/incidents to the 618 TACC, 735 AMS/AMCC (as applicable), and Contracting Officer Representative (COR).

1.1.7. Provide a telephone dedicated for "official use only" by aircrews, mission support team members, Contracting Officer (CO) and COR.

1.1.8. Within 24 hours of notification, forward all changes to airfield data (i.e., operating hours, quiet hours, construction, etc.) to HQ AMC/Airfield Suitability Office (618) 229-3112 or (airfield.helpdesk@amc.af.mil) and the COR, which enables updating of the Airfield Suitability Database.

1.1.9. Prepare billing documents for services to non-DoD aircraft IAW AMCI 24-101, Vol 9, Section H, paragraph 36.

1.1.9.1. Preparation of billing documents are not required for services rendered to non-DoD aircraft that are contracted by AMC on a planeload charter and/or aircraft that have a justifiable claim under other authorizations (i.e., joint-use agreement, treaty, cooperative military airlift agreement, non-AMC contract).

Attach: 1

1.2. Aircraft Services: The contractor shall control and record the movement of cargo and mail, provide cargo and mail processing, transport cargo and mail to/from storage facilities and aircraft, perform aircraft loading and unloading, and provide special handling services IAW:

- AMCI 24-101, Vol. 11, except paragraphs 1, 4, 11, 17, 38, 74 through 79, 81, 83, and 84
- Department of Defense (DOD) 4500.9R, part II, Chapter 203, Section C, paragraphs 5, 6, 7, and 8
- DOD 4515.13R, Chapter 7
- AFMAN 24-204(1)
- HQ AMC/A4T policy messages, memorandums, and directives
- GATES

The contractor shall:

1.2.1. The contractor shall load and unload cargo on and off surface conveyances.

1.2.2. The contractor shall provide technical assistance for preparation of hazardous materials marking, labeling, and documentation IAW AFMAN 24-204(1), and applicable intermediate changes and supplements. Inspect all hazardous material IAW AFMAN 24-204(1) before acceptance into the Defense Transportation System. Use the International Air Transportation Association (IATA) Dangerous Goods Regulation as applicable.

1.2.3. Provide storage and security for all unclassified cargo shipments. The contractor is responsible for security of cargo, regardless of the duration it is held in storage.

1.2.3.1. Outbound cargo. Outbound cargo shipments shall be accepted and stored no more than 36 hours prior to scheduled aircraft arrival on which movement is planned. The contractor shall notify the COR when outbound cargo has been in storage for more than 24 hours after scheduled arrival of the aircraft.

1.2.3.2. Inbound cargo. Inbound cargo shipments shall be stored up to 72 hours after the receiving agency has been notified that shipments have been processed and are available for proper release. The contractor shall notify the COR when inbound cargo has been in storage for 48 hours. The contractor shall follow up with a second email to the COR if the contractor has not been notified by the COR within 24 hours that the email has been received.

1.2.3.3. Load and unload ordinary/registered mail and signature service/classified cargo only under the direct surveillance of a US citizen. The consignee will provide a letter designating specific personnel authorized to accept terminating mail and signature service/classified cargo.

1.2.3.3.1. When an authorized US Citizen is not present, coordinate downloading of mail and signature service cargo under the direct surveillance of the aircraft commander's representative to gain access to other terminating cargo. Terminating mail and signature service cargo shall be re-loaded under the surveillance of the aircraft commander's representative and returned to origination station if an authorized US Citizen has not arrived to receipt for the cargo 30 minutes prior to the mission's scheduled departure time.

1.2.4. Advise the aircraft commander that the contractor is required to remove and dispose of all trash in compliance with host nation requirements; and to provide potable water and latrine servicing. The contractor shall advise the aircraft commander that these services are provided once upon arrival or prior to departure. Any other services requested by the aircraft commander will be charged to the AIR Card.

1.3. Passenger Services: The contractor shall provide a complete range of passenger and baggage services IAW:

- AMCI 24-101 Vol. 14, except Section A, paragraphs 1, 2.1 - 2.3, 2.5, 2.7, 2.10, Section B, paragraphs 3, 6 & 19, Section D, paragraph 28; Section E, paragraphs 41, 42.1 - 42.3, 43.1 & 53
- DOD 4500.54G
- DOD 4515.13-R, Chapters 2, 6, and 10
- United States Pacific Command (USPACOM) Instruction 0201.2
- AMCI 24-101, Vol. 15
- AMCI 24-101, Vol. 24, paragraphs 4.15 - 4.15.5
- HQ AMC/A4T policy messages, memorandums, and directives
- GATES

The contractor shall:

1.3.1. Be alert for luggage, parcels, boxes, or containers that may contain hazardous items. Ask each passenger (or sponsor) if they have any items or material that might be considered hazardous. The Station Manager shall be notified of all questionable items.

1.3.2. Ensure the AMC Commander's comment system is available. The contractor shall forward completed passenger comment forms to the COR within five (5) calendar days of the last day of each month.

1.3.3. Contact the appropriate consulates, embassies, Government agencies, etc., to assist passengers who have visa or passport problems.

1.4. Reports, Records, and Electronic Data Interchange: The contractor shall:

1.4.1. Prepare and submit the following reports within the time frames stated below or IAW the specified publication. A copy of reports identified with an * shall be provided to the COR at 515 Air Mobility Operations Wing/Transportation (515 AMOW/XPO), Hickam Air Force Base (AFB) HI.

1.4.1.1. *Monthly Station Traffic Handling Report, RCS: HQ AMC-A4T (M&Q) 7107 IAW AMCI 24-101, Vol. 6, paragraph 24.

1.4.1.2. Daily Offshore Station On-Hand Report RCS: AMC-A4T(AR) 7115 as needed emailed/faxed to the Capability Forecasting Office at the 735 AMS, and TACC, IAW AMCI 24-101, Vol. 6, para 25.

1.4.1.3. Short Shipment Report IAW AMCI 24-101, Vol. 6, para 18.

1.4.1.4. Over Shipment Report IAW AMCI 24-101, Vol. 6, para 16.

1.4.1.5. Lost Shipment Report IAW AMCI 24-101, Vol. 6 para 19.

1.4.1.6. *AMC Key Asset and Equipment Report, RCS: HQ AMC - A4T (M) 8001 IAW AMCI 24-101, Vol. 6, para. 26.

1.4.1.7. Mishandled Baggage Summary, AMC Form 134a IAW AMCI 24-101, Vol. 15, para 10.4.

1.4.2. The contractor shall create, maintain, and dispose of Government-required records IAW HQ AMC/A4T Converting Consolidated Flight Packages (September 2007) message, Records Disposition Schedule (AFRIMS), Table 24-01, 24-02, 24-03, and GATES. The contractor shall:

1.4.2.1. Perform post flight procedures within twenty-four (24) hours of aircraft departure.

1.4.2.2. Complete and file all flight transactions and related documentation within forty-eight (48) hours of departure.

1.4.2.3. Provide the original record or a reproducible copy of any such record within three (3) working days of receipt of the request.

1.4.2.4. Research disputed billing requests and forward one (1) copy of the movement documents to the requester within forty-eight (48) hours of receipt of the request.

1.4.2.5. Research documentation retained by the contractor and prepare reports within forty-eight (48) hours of request. Maintain a copy of all research requests for a period of ninety (90) calendar days.

1.4.3. Audit and correct all errors and discrepancies within twenty-four (24) hours of discovery or notification.

1.5. Communications Management and Information Systems. The contractor shall interface with the Government communications representative(s) as required to manage the air terminal computer systems and ensure continued functionality. The contractor shall:

1.5.1. Provide a GATES Work Station Area Security Officer (WASO). The contractor shall, IAW GATES Manual:

1.5.1.1. Provide a letter with the name of the GATES WASO and alternate(s) to the COR fifteen (15) calendar days before the start of the contract. Submit an updated appointment letter as required when GATES WASO and alternate(s) change.

1.5.1.2. Immediately notify the GATES helpdesk for software and hardware related problems, and notify the COR of software and hardware related problems within forty-eight (48) hours of the request for assistance.

1.5.1.3. Establish manual-processing procedures and provide uninterrupted service to the customer when GATES functionality is lost.

1.5.1.3.1. Notify the COR when a loss of GATES functionality occurs and cannot be restored within 30 minutes.

1.6. Arranged Services: The Contractor shall coordinate "arranged services", which includes the following:

1.6.1. Transportation for aircrew, mission support team, and maintenance recovery team to/from aircraft, lodging, messing facilities, flight planning/weather, or any agency deemed necessary by the aircraft commander for mission accomplishment.

1.6.2. Lodging for aircrew and Maintenance Recovery Team (MRT) shall be at a facility as deemed appropriate by the aircraft commander.

1.6.3. Wet/dry ice for shipments as required to prevent spoilage/damage.

1.6.4. Transient alert services. This includes arranging for all equipment, tools, materials, supervision, and any other items and services necessary to perform services from the time of aircraft arrival to the time of aircraft departure, regardless of the ground time of the aircraft. The contractor shall make arrangements when aircraft requiring servicing have been granted clearance into the country and requirements for servicing have been validated by the aircraft clearance request or TACC.

1.6.4.1. The contractor shall arrange for fueling of the aircraft by alerting the fuel distributor of aircraft arrival/departure times and advising aircrew members of fuel and aerospace ground equipment availability.

1.6.4.1.1. Arrangements for fuel servicing shall only be made with DoD-approved fuel contractors. Arrangements for fuel with other than the DoD-approved fuel contractor are acceptable only when the approved fuel contractor is in "Quality Hold" status. The contractor shall not be involved in the fuels invoicing process. For a complete list of approved fuel contractors and quality hold status listing, refer to web site:

<http://www.desc.dla.mil/DCM/DCMPage.asp?LinkID=IntoPlane>, then click "Into-Plane Contract Information System (IPCIS)".

1.6.5. Escorted access for the COR to Pago Pago International Airport restricted areas.

2. SERVICE DELIVERY SUMMARY. The Service Delivery Summary (SDS) represents the most important contract objectives that, when met, will ensure contract performance is satisfactory. While the contractor is fully expected to comply with all requirements in the PWS, the Government's assessment of contractor performance will focus mainly on the objectives listed in the SDS.

2.1. A critical nonconformance cannot be corrected and adversely affects the safety and/or security of personnel and/or resources; cannot be corrected without mission impact; or adversely affects another Government agency's ability to accomplish their mission.

2.2. A minor nonconformance cannot be corrected but is not likely to materially reduce the usability of the services for their intended purpose

Performance Objective	PWS Paragraph	Performance Threshold
1. Provide ATGHS to facilitate on-time aircraft departure	1.	No more than 3 delayed missions caused by the contractor each quarter.
2. Gather, process and disseminate information	1.1 through 1.1.1.1 and 1.1.2 through 1.1.5	No critical nonconformance and less than 3 minor nonconformances noted each quarter
3. Provide load planning services	1.1.1.2	No critical nonconformance and less than 3 minor nonconformances noted each quarter
4. Provide aircraft services	1.2 through 1.2.4	No critical nonconformance and less than 6 minor nonconformances noted each quarter
5. Provide passenger and baggage services	1.3 through 1.3.3	No critical nonconformance and less than 6 minor nonconformances noted each quarter
6. Manage reports, records and electronic data interchange	1.5 through 1.5.3	No critical nonconformance and less than 3 minor nonconformances noted each quarter

3. GOVERNMENT-FURNISHED MATERIALS, EQUIPMENT, AND TRAINING.

3.1. Government-Furnished Materials: Government-Furnished Materials (GFM), Appendix C-1, will be provided to the contractor for the duration of the performance period of this contract. The contractor and COR shall jointly inventory the initial stock of GFM provided not later than five (5) working days before the contract start date. Any missing items shall be annotated on the inventory and the CO notified in writing. The contractor shall sign a receipt for all materials provided by the Government.

3.1.1 The contractor shall request additional materials by providing a written request to the COR at least sixty (60) calendar days before the required delivery date of the materials, if additional materials are authorized by the contract. At the conclusion of the contract, the contractor shall return all residual inventories to the Government.

3.2. Government-Furnished Equipment: Government-Furnished Equipment (GFE), Appendix C-2, will be provided to the contractor for the duration of the performance period of this contract. The contractor and COR shall jointly inventory GFE not later than five (5) calendar days before the contract start date; and annually thereafter not later than ten (10) calendar days before completion of the contract period, including any option periods. The contractor and the COR shall jointly determine the working order and condition of all equipment and document their findings on the inventory. The CO shall be notified in writing when equipment is missing or not in working order. The contractor shall sign a receipt for all equipment provided by the Government. In the event of disagreement between the contractor and the COR on the working order and condition of equipment, the disagreement shall be elevated to the CO.

3.2.1. The contractor shall submit requests for additional or replacement GFE to the COR. Such requests shall specify the reason for the replacement request. The contractor shall turn in GFE approved for replacement or repair.

3.3. Government Provided Training.

3.3.1. The Government will provide initial familiarization training (in English) for up to five (5) contractor personnel at the 735 AMS, Hickam AB, HI for up to fifteen (15) working days between 1 and 30 September 2009. In addition, training will be provided to Contractor personnel at the Contractor's facilities at Pago Pago, International Airport, Pago Pago American Samoa for up to (10) working days beginning 1 October 2009. Beginning 1 October 2009, the Contractor is fully responsible for providing adequate personnel, supervision, and any items and services necessary to perform ATGHS as defined in this PWS. Transition training requirements shall be coordinated with the COR. Training includes but is not limited to, such things as cargo and passenger processing, handling, and documentation, aircraft cargo and passenger loading, and completion of required reports.

3.3.2. Within seven (7) calendar days after the Post Award conference, the contractor shall designate in writing to the CO and COR, contractor personnel performing as hazardous materials inspectors and/or load planners and shall provide the CO and COR a current certificate of completion of the Transportation of Hazardous Materials Preparer's Course or the Air Transportation of Hazardous Materials Inspector Course. For those contractor personnel designated but not qualified or current, the Government will make available, throughout the term of the contract, required Hazardous Materials Inspector Course training to enable proper certification of contractor personnel identified as hazardous materials inspectors and/or load planners. The course duration is five (5) academic days and is currently held at Lackland AFB, TX; and, scheduled to re-locate to Ft Lee VA in the next 12-18 months.

3.3.2.1. A sufficient number of contractor personnel shall complete Web-based training (WBT), the Air Transportation of Hazardous Materials Inspector Course and maintain required certification to fulfill the requirements of the PWS for the duration of the contract. The COR will coordinate required course registration. Certification requirements include a final exam to be administered by a certified Test Control Officer (TCO), which will be coordinated by the COR.

3.3.2.2. Contractor personnel shall satisfactorily complete hazardous material handler training IAW AFMAN 24-204(I) prior to the start of the contract. The contractor shall designate hazardous materials handlers in writing to the CO and COR.

3.3.3. Within seven (7) calendar days after the Post Award conference, the contractor shall designate in writing to the CO and COR personnel performing as Aircraft Load Planners. The Government will provide AMC unique aircraft load planning training during initial familiarization training, IAW AMCI 24-101, Vol 22, Attachment 5, paragraphs A5.1.2. through A5.1.18., and training thereafter shall be conducted by contractor's load planning instructor(s).

3.3.4. The Contractor shall designate in writing to the CO personnel requiring records management training.

3.3.5. All training requirements shall be coordinated with the COR.

3.3.6. The Government will not charge an attendance fee for the Air Transportation of Hazardous Materials Inspector Course.

4. GENERAL INFORMATION: The contractor shall provide all technical support, personnel, supervision, equipment, tools, materials and other items and services, (except as specified within the contract as Government-furnished materials, equipment, services, and training), as required, to perform ATGHS as defined in this PWS.

4.1. Station Manager. The contractor shall provide a Station Manager who shall be responsible for the performance of the work. The name of the Station Manager shall be designated in writing to the CO fifteen (15) calendar days prior to the contract performance start date.

4.1.1. The Station Manager shall have full authority to act for the contractor on all contract matters relating to the daily operation of this contract.

4.1.2. The Station Manager shall either be present on the work site or able to respond to the work site within one (1) hour of notification by the Government; and, shall read, write, speak, and understand English in order to use technical manuals and references, as well as, communicate effectively.

4.1.3. The Station Manager shall meet with the CO, COR, and other Government personnel as required by the CO.

4.1.4. The Station Manager shall attend airport logistics, transportation, safety, and force protection meetings.

4.1.5. Contractor personnel shall present a neat uniform appearance and be easily recognizable as contractor personnel. Contractor personnel shall wear commercial airline equivalent clothing (appropriate for the specific functions performed) bearing the name of the company and person.

4.2. Hours of Operation. The contractor shall perform the services required under this contract when aircraft are scheduled into their station to meet all mission requirements. The Contractor shall provide customers flight information to include but not limited to arrival/departure times, space available passenger sign-up/roll call times, pick-up/delivery of cargo times, and hours of operation.

4.2.1. The Contractor shall provide the COR, CO, 735 AMS/AMCC, and 618 TACC with the means and information needed to contact the Station Manager around the clock. Contractor personnel shall respond to the work site within one (1) hour of notification by the Government to the Contractor.

4.2.2. Force Augmentation. In the event of contingencies or during other periods that may warrant, AMC reserves the right to insert any necessary personnel to augment contractor operations. AMC augmentees will be responsible for the workload that is not normally part of the contractor's daily operations. The senior AMC representative has overall management responsibility for prioritizing workload and resources. The contractor shall cooperate with augmentees and render any assistance necessary (as directed by the CO) to ensure there is no degradation of services.

4.2.2.1. When the contractor is augmented with military personnel, both parties will be working simultaneously toward the same performance objectives. When defects are noted, the cause will be evaluated. Only defects that are clearly the sole responsibility of contractor personnel will be documented as deficient contractor performance. The contractor shall not be held accountable for any defect if the responsibility cannot be readily determined.

4.3. Security. The contractor shall ensure the Station Manager and contractor personnel employed to perform passenger and cargo screening contract requirements meet the following criteria: (a) be a U.S. citizen who possesses a valid U.S. passport and (b) have a successfully completed National Agency Check Investigation with Written Inquiries (NACI).

4.3.1. The contractor shall ensure contractor personnel have all required badges, access cards, and clearances.

4.3.2. The Contractor shall acquire all necessary Pago Pago International Airport passes/badges for contractor personnel. Contractor personnel shall display their identification at all times, IAW all local security procedures.

4.3.3. Notify the CO and COR within twenty-four (24) hours of the employment and termination of any Contractor personnel by providing an updated list of these personnel, which includes at a minimum the following information: name (last, first, middle initial) and primary position title.

4.3.4. Abide by all Airport Authority and AMC security directives. The Government reserves the right to direct the removal of an employee for health, safety, misconduct, or security reasons. This action does not relieve the contractor from total performance of the contract tasks specified in this contract.

4.3.5. Within 30 calendar days after contract start, all contractor personnel issued CACs shall complete Antiterrorism Level I training, as required by DODI 2000.16. Refresher Antiterrorism Level I training shall be completed and documented annually thereafter. New personnel shall complete the Antiterrorism Level I Training within the first 30 days of their employment. The training is provided at <https://atlevel1.dtic.mil/au/>.

4.4. Training. The contractor shall be responsible for all contractor personnel training, certification, licensing, and proficiency, unless otherwise specified in the contract; and, pay all costs incurred for training required by this PWS for the duration of the contract. The contractor shall:

4.4.1. Prior to performance under the contract ensure employees completely understand the services and requirements of this contract (i.e., safety, first aid, flight-line driving, etc.), as well as, safety and security policies of the airport.

4.4.2. Develop and conduct a continuous training program.

4.4.3. The Contractor shall provide a current list designating in writing qualified personnel fulfilling the requirements of this PWS as Aircraft Load Planner Instructors/Aircraft Load Planners and Hazardous Materials Inspectors/Handlers.

4.5. Safety. The contractor shall comply with the latest applicable Air Force, AMC regulations, airport policies, and requirements, regarding occupational/operational safety and personnel health. The COR shall provide copies of publications not available on the web and updates as they become available. The contractor shall:

4.5.1. Ensure work performed does not expose personnel or property to hazards, risk of injury, or damage. The Government safety program manager may conduct periodic and no-notice visits to the contractor work site. Anyone may cease operations immediately if an unsafe act is observed, a dangerous situation is believed to exist, or established policies, regulations, management plans, and requirements are not being met.

4.5.2. In the event of an incident/accident involving personnel and/or property, notify the COR telephonically within one (1) hour and provide them a synopsis of the incident.

4.5.3. Submit a written incident/accident report to the COR and 515 AMOW/LGT within twenty-four (24) hours, which includes the following: a) date and time of occurrence, b) place of occurrence, c) a list of personnel directly involved, d) a narrative description of the incident/accident that includes a chronological order of the circumstances, and e) recommended steps to prevent future incidents of the same nature.

4.6. Quality Programs. The contractor shall utilize their commercial quality control program and procedures to identify, prevent, and ensure non-recurrence of defective services.

4.7. Publications and Forms. Publications and forms that apply to the PWS are listed in Appendix B. The Contractor shall be guided by those publications or use those forms to the extent necessary to accomplish requirements in this PWS. The Government, at the start of the contract, will provide hard copies of all publications and forms which are not available via internet web locations. The COR will forward supplements or amendments to listed publications and forms that are not available on these web sites, as well as AMC policy messages, throughout the term of the contract.

4.7.1. Supplements or amendments to listed publications from any organizational level; HQAMC/A4T policy, messages, memorandums, and directives, may be issued during the life of the contract. The Contractor shall immediately implement those changes that result in a decrease or no change in the contract price and notify the CO in writing of such change. Should a decrease in contract price result, the Contractor shall provide a proposal for a reduction in contract price to the CO. Before implementing any change that will result in an increase in contract price, the Contractor shall submit to the CO a price proposal within thirty (30) calendar days following receipt of the change by the Contractor. The CO and the Contractor shall negotiate the change into the contract. Failure of the Contractor to submit a price proposal within thirty (30) calendar days following receipt of the change entitles the Government to performance according to such change at no increase in contract price (unless the time requirement is waived by the CO).

4.8. **Phase-In/Out.** During the phase-in/out period, the incumbent Contractor shall be fully responsible for PWS performance requirements and cooperate to the extent required to permit an orderly change over to the successor contractor.

4.8.1. The Government reserves the right to conduct site visits in all contractor-operated facilities.

4.9. **Points of Contact.** The Government will provide an up-to-date listing of applicable phone numbers, addresses, etc, as referenced throughout the PWS.

APPENDIX A

DEFINITIONS

AMC Cargo and Mail Selection Procedures. Select cargo and mail based upon destination, movement priority, and system entry time (SET). EXCEPTION: AMC MICAP, VVIP, green sheet, registered mail and 999 shall be selected ahead of other cargo or mail regardless of SET. Green sheet cargo which is requested by a particular service (see AMCI 24-101, Vol. 9, para 20) will be moved ahead of that service's cargo only without regard to SET.

Air Terminal Operations Center (ATOC). The air terminal work center which exercises operational control over other terminal work centers. ATOC coordinates activities for loading, unloading, and fleet servicing aircraft. ATOC manages the port backlog. ATOC coordinates with other agencies concerned with aircraft scheduling and space allocations.

Allowable Cabin Load (ACL). The total load an aircraft can transport over a given distance taking into account weight and volume.

AMC Mission. AMC missions, to be provided service under this PWS, are identified using the AMC Mission ID Encode/Decode Tables, Chapter 2, paragraphs 2.5.1 through 2.5.4 Tables 2.2 through 2.5 (Channel, SAAM, JA/ATT, MISC); Chapter 3, paragraphs 3.3 through 3.4.1 Tables 3.2 and 3.3 (Air Refueling); and, Chapter 6, paragraph 6.4.2 Table 6.2 and "Note" (Exercise and Contingency).

Arranged Services. The Contractor shall make a reasonable effort to have an outside agency (vendor) perform the service(s) requested. Any charges for service(s) shall be paid for by the aircraft commander via Government invoice, credit card, or cash. Arranged services will not be paid for under this contract.

Block Time. Block out time is determined when the aircraft actually moves, not when the aircraft chocks are removed. Block in time is when the aircraft has come to a complete stop and wheels have been chocked.

Contracting Officer (CO). The duly appointed Government agent authorized to award and/or administer contracts and performs the day-to-day administration of the contract. The CO is the only person authorized to contractually obligate the Government.

Contracting Officer Representative (COR). Government personnel who perform(s) quality assurance functions for a contracted service.

Delay. The criteria for military and commercial aircraft differ:

Commercial Aircraft. A reportable delay occurs when a mission blocks out more than twenty (20) minutes after scheduled block out time.

Military Aircraft. For home station originating departures, a reportable delay occurs when the mission departs more than fourteen (14) minutes after scheduled takeoff time. For other military aircraft departures, a reportable delay occurs when a mission exceeds its scheduled ground time or scheduled time of takeoff, whichever is later, by more than fourteen (14) minutes.

Frustrated Cargo. Cargo which must be referred to the shipper services representative for correction of packaging and/or documentation discrepancies before further processing can occur.

Functional Director (FD). Chief Quality Assurance Specialist who provides functional continuity and stability for the requirements of a contract.

Global Air Transportation Execution System (GATES). A computer system designed for use by air terminals to process and manifest passengers, cargo, and mail.

Ground Time. Period of time an aircraft is on the ground. Ground times for military and commercial aircraft differ. Military aircraft ground time is computed from landing to takeoff, while commercial aircraft is from block-in to block-out.

Quality Assurance. A planned and systematic pattern of all actions necessary to provide confidence that adequate technical requirements are established; products and services conform to established technical requirements; and satisfactory performance is achieved. For the purposes of this contract, quality assurance refers to actions by the ~~Quality Control~~ Those actions taken by a contractor to control the production of outputs to ensure that they conform to the contract requirements.

Scheduled Departure Time. The published time at which an aircraft is scheduled to takeoff.

Test Control Officer. Qualified person who administers an Air Force test within a controlled environment.

Working Maximum on Ground (MOG). The air terminal's capability to sustain simultaneous servicing (physical activity at the aircraft or services en-route to and from the aircraft).

APPENDIX B

PUBLICATIONS AND FORMS

<u>Publication No.</u>	<u>Title</u>	<u>Date</u>	<u>Type</u>
AFI 11-218	Aircraft Operations and Movement on the	May 05	M
AFI 91-301	Air Force occupational and Environmental Safety	Jun 96	M
AFOHSTD	Fire Protection, and health (AFOSH) Program		
AFOHSTD 91-100	Aircraft Flightline Ground Operations and Activities	May 98	I
AFOHSTD 91-501	Air Force Consolidated Occupational Safety	Jul 04	M
	Standard		
AFOHSTD 91-66	General Industrial Operations	Oct 97	I
AFMAN 24-204(I)	Preparing Hazardous Materials for Military	Apr 07	M
	Air Shipment		
AMCI 10-202, V.6	Mission Reliability Reporting System	Aug 04	I
AMCI 11-208	Tanker/Airlift Operations	Jun 00	I
AMCI 24-101, V. 6	Transportation Documentation, Data, Records, Oct 04		M
	and Reports		
AMCI 24-101, V. 9	Air Terminal Operations Center	Jul 01	M
AMCI 24-101, V. 11	Transportation - Cargo and Mail	Apr 06	M
AMCI 24-101, V. 14	Military Airlift Transportation - Passenger Service	Dec 04	M
AMCI 24-101, V. 15	Military Airlift Transportation - Baggage Service	Mar 06	M
AMCI 24-101, V. 22	Training Requirements for Aerial Port Ops	Aug 08	M
AMCI 24-101, V. 24	AMC Passenger Terminal Force Protection	Sep 05	M
DOD 4500.54-G	DOD Foreign Clearance Guide	Current	M
DOD 4515.13R	Air Transportation Eligibility	Nov 94	M
DOD 4500.9-R Part I	Passenger Movement	Jun 05	M
DOD 4500.9-R Part VI	Management and Control of the DOD Intermodal	Jun 02	M
	Containers and System 463L Equipment		
DOD 4500.9-R Part II	Cargo Movement	Nov 04	M
IATA	International Air Transport Association	Current	M
	Dangerous Goods		
DODI 2000.16	DoD Antiterrorism Standards	Oct 06	M
MIL-STD-129P (3)	Military Marking for Shipment and Storage	Oct 04	I
GATES	Web-Global Air Transportation	Aug 07	M
User's Manual	Execution System User's Manual		
T.O. 35D33-2-3-1	463L Pallet Maintenance	Jan 93	M
T.O. 35D33-2-2-2	463L Air Cargo Pallets	Jul 05	M
USPACOMINST	U.S. Pacific Command (USPACOM) Unfunded	Sep 05	M
0201.2	Environmental and Morale Leave (UMEL) Program		

Type: I – informational
M – mandatory

<u>Form No.</u>	<u>Title</u>	<u>Date</u>
AF Form 315	USAF AVFUELS Invoice	May 02
AF Form 457	Hazard Report	Aug 02
AF Form 1297	Temporary Issue Receipt	Aug 02
AF Form 4069	Tiedown Equipment Checklist	May 02
AF Form 4080	Load/Sequence Breakdown Worksheet	May 02
*AMC Form 20	Series Manual Baggage Tags	Dec 92
AMC Form 33	Report of Frustrated Cargo	May 02
*AMC Form 47	Report and Disposition of Unaccompanied Passenger Baggage	Feb 04
AMC Form 56	Rehandled Workload	May 02
AMC Form 77	Aircraft Ground Handling Record	May 02
AMC Form 82	Monthly Station Traffic Handling Report	Aug 02
AMC Form 134	Mishandled Baggage Report	May 02
AMC Form 134a	Mishandled Baggage Summary	May 02
AMC Form 136	Baggage Mishandled Report File	May 02
AMC Form 156	Terminating Cargo/Mail Manifest Control Log	May 02
AMC 253	Air Passenger Comments	May 02
AMC Form 1015	HAZMAT Inspection and Acceptance Checklist	Mar 07
DD Form 250	Material Inspection and Receiving Report	Aug 00
*DD Form 1131	Cash Collection Voucher	Dec 03
*DD Form 1172-2	Application for DoD CAC DEERS Enrollment	Apr 01
DD Form 1384	Transportation Control Movement Document (TCMD)	Oct 00
DD Form 1385	Cargo Manifest	Sep 05
*DD Form 2131	Passenger Manifest	Sep 98
DD Form 2775	Pallet Identifier	Sep 98
*DD Form 2842	DoD Public Key Infrastructure Certificate of Acceptance and Acknowledgement of Responsibilities	Sep 02
SF Form 44	Purchase Order-Invoice Voucher	Oct 83
	Baggage ID Tags	

An asterisk (*) denotes those forms that will be provide by the Government.

APPENDIX C-1

GOVERNMENT FURNISHED MATERIALS

Government Provided Records. The Government will provide any applicable active and inactive records to the Contractor. Upon termination of the contract all Government records will be returned to the Government.

Government Provided Forms. The Government will provide applicable forms as identified in Appendix B.

Consumables. The Government will provide the following:

DESCRIPTION	QUANTITY
463L pallet dunnage	12
Plastic pallet covers	1 roll

The contractor shall be responsible for safeguarding all Government-furnished materials and maintaining a sufficient stock level to meet station workload requirements.

APPENDIX C-2

GOVERNMENT FURNISHED EQUIPMENT

<u>Description</u>	<u>Quantity</u>	<u>Registration/Serial Number</u>	<u>Cost</u>
Portable Scales	2		\$2,500ea
Gateway Monitor	1	7003481	\$100
HP (Printer)	1	USB3238866	\$150
Modem (Supra Express 56)	1	2904010115285	\$40
Gateway CPU	1	0024845965	\$700
Gateway CPU	1		\$700
Cherry Keyboard	1	0025235	\$75
APC Back Up Battery	1	QB0528332962	\$125
Garrett Metal Detector	2	22205968/22205681	\$200ea
Wheelchair	1	00110104010576	\$300ea
10,000 lb. Chain	10		\$14ea
10,000 lb. Device	10		\$128ea
CGU1 Cargo Strap	10		\$15ea
463L Pallet	5		\$1226ea
463L Side Nets	10		\$138ea
463L Top Nets	5		\$138ea

Notify the COR within 24-hours should any of these items they become disabled or in-operative. The contractor shall properly store and maintain 463L assets IAW T.O. 35D33-2-3-1, 463L Pallet Maintenance and T.O. 35D33-2-2-2, 463L Air Cargo Pallets; nets, and associated tiedown equipment; and, protect them from the elements.

The Contractor shall coordinate the calibration of portable scales and redistribution of excess 463L pallets, side-nets, top-nets, tie-down chains, devices, straps, and dunnage (plastic/wood) with the COR. Quantities reflected in this appendix are established authorizations, rather than actual quantities on-hand, which may fluctuate on a day-to-day basis.

APPENDIX D

STATION WORKLOAD ESTIMATES

This projected data is provided for informational purposes only. Actual future requirements may vary. The projected cargo, passenger, and aircraft workload data is an estimate. The type and number of aircraft are subject to rapid and unpredictable fluctuation due to the nature of military requirements. This data was prepared in good faith; however, the actual future workload may not correspond to the historical data.

The average station workload between October 2007 and September 2008:
5 aircraft (2 C-17, 3 C-130) per month (aircraft equals 1 arrival with 1 departure)
44 passengers per month, and
less than .5 short tons of cargo per month.

APPENDIX D-1

TELEPHONE USAGE

This projected usage is provided for informational purposes only. Actual future charges may vary. The projected telephone usage is an estimate based on historical monthly phone usage data. This data was prepared in good faith; however, the actual future telephone charges may not correspond to the historical data.

The average monthly cost for telephone usage between October 2007 and September 2008:
\$70 USD.

WIDE AREA WORK FLOW - RA

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

CONTRACT HTC711-09-C-0005

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

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

NOTE: IN ACCORDANCE WITH DFARS 252.232.7003, USE OF ELECTRONIC PAYMENT REQUESTS IS MANDATORY. USE OF WAWF WILL SPEED UP YOUR PAYMENT PROCESSING TIME AND ALLOW YOU TO MONITOR YOUR PAYMENT STATUS ONLINE. THERE ARE NO CHARGES OR FEES TO USE WAWF.

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

1. CONTRACT NUMBER: HTC711-09-C-0005
2. CAGE CODE: 37NT3
3. PAY OFFICE DODAAC: F67100
4. TYPE OF DOCUMENT: COMBO
5. INSPECTION ACCEPTANCE: DESTINATION
6. ISSUE BY DODAAC: HTC711
7. ADMIN DODAAC: HTC711
8. SERVICE ACCEPTOR/SHIP TO: HTC711