

**UNITED STATES TRANSPORTATION COMMAND
(USTRANSCOM)**

**Contract: HTC711-10-D-R021, 1 October 2010
Awarded to Solicitation: HTC711-10-R-R013**

Defense Courier Scheduled Air Transportation Service

Awarded to: Southwest Airlines

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

1. REQUISITION NUMBER

PAGE 1 OF 30

2. CONTRACT NO.
HTC711-10-D-R021

3. AWARD/EFFECTIVE DATE
01-Oct-2010

4. ORDER NUMBER

5. SOLICITATION NUMBER
HTC711-10-R-R013

6. SOLICITATION ISSUE DATE
30-Apr-2010

7. FOR SOLICITATION
INFORMATION CALL

8. NAME
JOHN J. SHEAHAN

9. TELEPHONE NUMBER (No Collect Calls)
818-256-6675

10. OFFER DUE DATE/LOCAL TIME
03:00 PM 29 Jun 2010

11. ISSUED BY

CODE HTC711

USTRANSCOM-AQ - HTC711
508 SCOTT DR
SCOTT AFB IL 62225-5357

TEL: CONTACT BUYER
FAX: CONTACT BUYER

12. THIS ACQUISITION IS

☒ UNRESTRICTED

SET ASIDE: % FOR

SB

HUBZONE SB

(A)

SVC-DISABLED VET-OWNED SB

EMERGING SB

SIZE STD

NAICS: 481111

13. 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
USTRANSCOM/J3 COURIER DIVISION
HASBERGER, MARSHA
508 SCOTT DRIVE
SCOTT AFB IL 62225-5357

CODE F8770

16. ADMINISTERED BY

CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR

CODE DXGX7

SOUTHWEST AIRLINES CO
MR BOB MASTER
2702 LOVE FIELD DR
DALLAS TX 75235-1908

TEL: 214 792 1162

FACILITY
CODE

18a. PAYMENT WILL BE MADE BY

CODE F87700

DFAS-LIMESTONE DEAMS - F87700
ACCTG DISB STA NR 387700
DFAS DEAMS
27 ARKANSAS RD
LIMESTONE 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 ☒ 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)

\$1,000,000.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.

ADDENDUM ☐ ARE ☐ ARE NOT ATTACHED

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED

ADDENDUM ☒ 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)

31c. DATE SIGNED

17-Aug-2010

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

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

MARIE T. PENDERGAST / CONTRACTING OFFICER

TEL: 618-220-7108

EMAIL: marie.pendergast@ustrancom.mil

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

PAGE 2 OF 30

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
<p>32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____</p>					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (<i>Location</i>)			
41c. DATE		42c. DATE REC'D (<i>YY/MM/DD</i>)		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

CONTINUATION OF BLOCK 16

The address and telephone number of the Contracting Officer (CO) is:

USTRANSCOM/TCAQ-R
508 SCOTT DRIVE
SCOTT AFB IL 62225-5357
TELEPHONE: 618 220 7108 FAX: 618 220 7918

CONTINUATION OF BLOCK 18B

- a. Payment to the contractor by the Government for services performed and accepted pursuant to the terms of the contract shall be in accordance with the applicable prices set forth in the schedule.
- b. All invoices will be submitted using Wide Area Work Flow – Receipt and Acceptance (see Attachment 2). When invoicing, round amounts to the nearest whole dollar.

PERIOD OF PERFORMANCE

The period of performance of this contract shall be as stated in Delivery Information. All flights in progress at midnight on the last day of the contract shall not be affected by the expiration of the contract.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Passenger / Cargo Air Transportation FFP Passenger seats for two (2) escort couriers with personal carry-on baggage and cargo space for containerized and/or loose loaded courier materials as described in the Attachment 1 Performance Work Statement. Minimum and Maximum quantities are listed in Attachment 4. Routes and Prices are listed in Attachment 5. FOB: Destination SIGNAL CODE: A	1,000,000	Unit	\$1.00	\$1,000,000.00
				MAX NET AMT	\$1,000,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 OPTION	Passenger / Cargo Air Transportation FFP Passenger seats for two (2) escort couriers with personal carry-on baggage and cargo space for containerized and/or loose loaded courier materials as described in the Attachment 1 Performance Work Statement. Minimum and Maximum quantities are listed in Attachment 4. Routes and Prices are listed in Attachment 6. FOB: Destination SIGNAL CODE: A	1,000,000	Unit	\$1.00	\$1,000,000.00

MAX
NET AMT

\$1,000,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	Passenger / Cargo Air Transportation FFP Passenger seats for two (2) escort couriers with personal carry-on baggage and cargo space for containerized and/or loose loaded courier materials as described in the Attachment 1 Performance Work Statement. Minimum and Maximum quantities are listed in Attachment 4. Routes and Prices are listed in Attachment 7. FOB: Destination SIGNAL CODE: A	1,000,000	Unit	\$1.00	\$1,000,000.00

MAX
NET AMT

\$1,000,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001 OPTION	Passenger / Cargo Air Transportation FFP Passenger seats for two (2) escort couriers with personal carry-on baggage and cargo space for containerized and/or loose loaded courier materials as described in the Attachment 1 Performance Work Statement. Minimum and Maximum quantities are listed in Attachment 4. Routes and Prices are listed in Attachment 8. FOB: Destination SIGNAL CODE: A	1,000,000	Unit	\$1.00	\$1,000,000.00
<div>MAX NET AMT</div>					\$1,000,000.00

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2010 TO 30-SEP-2011	N/A	USTRANSCOM/J3 COURIER DIVISION HASBERGER, MARSHA 508 SCOTT DRIVE SCOTT AFB IL 62225-5357 618-229-2338 FOB: Destination	F3ST20
1001	POP 01-OCT-2011 TO 30-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3ST20
2001	POP 01-OCT-2012 TO 30-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3ST20
3001	POP 01-OCT-2013 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3ST20

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JUL 2010
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
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	SEP 2009
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
52.232-19	Availability Of Funds For The Next Fiscal Year	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
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
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

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2010) (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 this paragraph (b)(i) 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 (APR 2010) (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 \$550,000 (\$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) Reserved.

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

(v) 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).

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

(vii) Reserved.

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

(ix) 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)).

(x) 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.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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)

CLAUSES INCORPORATED BY FULL TEXT

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 2010 (or date of award if subsequent thereto) through 30 Sep 2011 (30 Sep 2012 if Option Year One is Exercised, 30 Sep 2013 if Option Year Two is Exercised, 30 Sep 2014 if Option Year Three is Exercised).

(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)

CLAUSES INCORPORATED BY FULL TEXT

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 \$500, 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 \$1,000,000

(2) Any order for a combination of items in excess of \$1,000,000.; or

(3) A series of orders from the same ordering office within 10 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 7 days 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)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) 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 31 Mar 2015.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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 30 calendar days of the end of the contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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 of the end of the contract; 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)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

EMPLOYEE CLASS	MONETARY WAGE – FRINGE BENEFITS
General Schedule: First Pilot	GS-2181-13 Step 1 / \$39.34 per hour
General Schedule: Co-Pilot	GS-2181-11 Step 1 / \$27.60 per hour
General Schedule: Flight Engineer	GS-2185-09 Step 1 / \$22.81 per hour

(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 the following address:

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

(End of clause)

5552.216-9003 USTRANSCOM TASK AND DELIVERY ORDER OMBUDSMAN (JUNE 2009)

In accordance with FAR 16.505(b)(6), the individual identified below is designated as the USTRANSCOM Task and Delivery-Order Ombudsman. The ombudsman is an independent official designated to review contractor complaints and to ensure contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Consulting the ombudsman does not relieve the contractor from performance requirements in the contract,

nor alter or postpone any timelines for any other processes. Interested parties should first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. If resolution cannot be made by the contracting officer, concerned parties may contact:

Deputy Director, Acquisition Business Operations
Telephone Number: 618-256-4300 FAX: 618-256-4702

5552.223-9001 Health and Safety on Government Installations.

HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (APRIL 2007)

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

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

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

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

(End of Clause)

5552.247-9000 Air Safety.

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 (AUG 2007) ALTERNATE II (AUG 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, 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)

5552.247-9003, Requirement for Carriers to Participate in the Civil Reserve Air Fleet (CRAF) and Maintain Good Standing.

REQUIREMENT FOR CARRIERS TO PARTICIPATE IN THE CIVIL RESERVE AIR FLEET (CRAF) AND MAINTAIN GOOD STANDING (APRIL 2007)

This contract is conditioned upon the Contractor (if the contractor is a team arrangement, applies to each team member) being an approved Department of Defense approved carrier not in a suspended non-use status (carrier in good standing) participating in the Civil Reserve Air Fleet (CRAF) throughout the performance of this contract. The contractor shall be a U.S. registered air carrier operating under Federal Aviation Regulations, Part 121, and possessing a current certificate issued by the FAA pursuant to Federal Aviation Regulations, Part 121.

(End of Clause)

ATTACHMENT INDEX

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>PAGES</u>
1	Performance Work Statement	30 Apr 10	4
2	Wide Area Work Flow (WAWF) Instructions		1
3	Department of Labor Wage Determination	15 Jun 10	3
4	Route Pricing		4
5	PAX and Cargo Prices FY 11 (1 Oct 10-30 Sep 11)		1
6	PAX and Cargo Prices FY 12 (1 Oct 11-30 Sep 12)		1
7	PAX and Cargo Prices FY 13 (1 Oct 12-30 Sep 13)		1
8	PAX and Cargo Prices FY 14 (1 Oct 13-30 Sep 14)		1

ATTACHMENT 1

PERFORMANCE WORK STATEMENT (PWS) **Defense Courier Scheduled Air Transportation Service** **30 April 2010**

1.0 DESCRIPTION OF SERVICES

1.1 Background. USTRANSCOM Defense Courier Division (DCD) requires air transportation via commercial scheduled service routes to augment its global transportation network which moves DOD Couriers and classified/sensitive material between Defense Courier Stations worldwide. The DCD will use a system of launch, escort, and recovery couriers to monitor courier service material transported on commercial scheduled service air routes. Two DOD launch couriers will transport the material to planeside and monitor the material until it is unloaded and aircraft doors are sealed. Two DOD escort couriers will travel on the aircraft transporting the material. Two DOD recovery escorts will be pre-staged at destination to meet inbound aircraft and positioned planeside to observe the aircraft cargo doors being unsealed and the offloading of the material. Recovery couriers will accept the material planeside and conduct a piece count.

1.2 Scope. The contractor will provide passenger seats for two (2) escort couriers with personal carry-on baggage and cargo space for containerized and/or loose loaded courier materials as described in this PWS. Service will be within the Continental United States (CONUS) to include Alaska, Hawaii, and Puerto Rico.

1.3. General Requirements. Except as otherwise stated in this contract, the contractor shall provide all personnel, equipment, tools, facilities, supervision, and direct materials necessary for the performance of the air transportation of two (2) DoD couriers with personal carry-on baggage and classified/sensitive material on scheduled service air routes as specified. The contractor will transport launch couriers along with the courier material during ground handling operations and allow launch couriers the continuous observation of aircraft and material as described below. When contractor personnel require access to the cargo bay after it has been sealed, couriers will be permitted access to the bay to observe and monitor the status of courier material, except in those instances where courier observation could seriously jeopardize safety.

1.3.1 Passenger Seating. The contractor shall provide escort couriers with passenger seating that meets or exceeds the standards provided to economy class passengers on scheduled service airlines and will permit preboarding of the escort couriers. Escort couriers shall be seated in close proximity of one another (side by side or separated by no more than one seat or one row; across aisle seating is acceptable on narrowbody aircraft). Seating shall be positioned to allow safe passage as couriers enter and exit the aircraft and shall be unencumbered by cargo or baggage. Passenger air carriers will charge no more than the Government fare per seat. Cargo air carriers will charge no more than the average commercial airfare cost between major north east airports and the San Francisco area.

1.4 Specific Tasks.

1.4.1 Containerized/Palletized Material. Containers (igloo) or pallets provided by the airline will be used when containerized transportation of material is needed. The contractor will provide pre-staged airworthy/inspected airline containers/pallets as requested by regional Defense Courier Stations. Individual Courier Stations will pick up containers/pallets and transport them between Courier Station and contractor's facility to be filled/unfilled. Containers will be of various sizes based on material weight with doors properly aligned to permit couriers to apply lock/security seals. Contractor will replace any containers that do not meet these standards at no cost to the Government. Palletized material will be secured by shrink wrap or nets provided by the defense couriers. In the event carrier unique pallet nets are required, they shall be contractor furnished.

1.4.1.2 Loose Loaded Material. DOD courier material will be placed together in the aircraft to the maximum extent practicable to facilitate observation and tracking of individual pieces. During the onloading/offloading process, courier material will be segregated from all other cargo and baggage while on the conveyor belt until loading of courier material is complete. *Loose loaded courier material shall not be onloaded/offloaded unless two couriers (launch, recover, or escort) are present planeside. If, for any reason, recovery couriers are not present at the time offloading operations begin, the escort couriers will be immediately deplaned to observe the offload of any courier material before it is removed from the aircraft.*

1.4.1.3 Ground Handling. For containerized operations, the contractor will transport two couriers along with the container(s) to and from aircraft during ground handling operations. For loose loaded material, contractor responsibilities will be limited to transferring the material from the couriers' possession to the conveyer belt and into the belly of the aircraft. Individual package weight and size will be limited to the commercial standards of the airline.

1.5 Desired Routes. The Government desires round trip transportation on the following routes but will consider alternative nearby locations for both onload and offload if feasible within the defense courier network.

Baltimore (BWI) to Sacramento (SMF) or Oakland (OAK)
Baltimore (BWI) to San Antonio (SAT)
Baltimore (BWI) to Denver (DIA) or Colorado Springs (COS) or Omaha (OMA)
Sacramento (SMF) or Oakland (OAK) to Seattle (SEA)
Sacramento (SMF) or Oakland (OAK) to San Diego (SAN).

Denver (DIA) to Omaha (OMA)

Alternatives departure and arrival locations will be considered, including but not limited to: John F. Kennedy (JFK), LaGuardia (LGA), Philadelphia (PHL), Newark (EWR), Atlantic City (ACY) Dulles (IAD) Reagan (DCA), San Francisco (SFA)

1.5.1 The following routes *must use sealable containers* loaded into the aircraft. Actual quantities may significantly vary based upon actual requirements.

<u>ROUTE</u>	<u>Approximate quantity</u>
Baltimore to Sacramento or Oakland	4,800 lbs weekly
Sacramento or Oakland to Baltimore	4,200 lbs weekly

1.5.2 The following routes *can be containerized or loose loaded* into the belly of aircraft. Actual quantities may significantly vary based upon actual requirements.

<u>ROUTE</u>	<u>Approximate quantity</u>
Baltimore to San Antonio	2,500 lbs weekly
San Antonio to Baltimore	1,900 lbs weekly
Baltimore to Denver, Colorado Springs, or Omaha	3,500 lbs bi-weekly
Denver , Colorado Springs, or Omaha to Baltimore	2,100 lbs bi-weekly
Sacramento or Oakland to Seattle	1,300 lbs bi-weekly
Seattle to Oakland or Sacramento	600 lbs bi-weekly
Sacramento or Oakland to San Diego	1,000 lbs bi-weekly
San Diego to Sacramento or Oakland	1,000 lbs bi-weekly
Denver to Omaha	1,000 lbs bi-weekly (Oct –Apr)
Omaha to Denver	1,000 lbs bi-weekly (Oct – Apr)

1.6 Loading and Security.

1.6.1 Access. The contractor will permit couriers access to planeside for onloading and offloading of material to ensure couriers have visibility of all courier material during transfer, onload, and offload. The contractor will assist in providing unescorted airport access for courier personnel at each contracted airport location. In the event unescorted access is not available, the contractor will escort couriers and material planeside. On departing flights the containers/loose loaded material must be under constant observation of launch couriers until the aircraft door is sealed. On arriving flights, recovery couriers must be positioned to view the cargo doors opening and must observe the container/loose material being removed from the belly of the aircraft. The container(s)/material must be kept in constant view of the couriers.

1.6.2 Diversions. In the event of a diversion, the two escort couriers on board shall be permitted to deplane prior to the aircraft cargo doors being opened. The couriers must have visibility of the doors being opened and as well as courier material being removed.

1.6.3 Missing/Damaged Material. In the event pieces of courier material are missing or damaged, contractor personnel will cooperate fully with courier requests for rechecking aircraft cargo/baggage compartments and will provide couriers with requested information to the best of their ability. In the event actual classified information is exposed to contractor personnel, the affected individuals may be asked, but are not required to sign an Inadvertent Disclosure agreement to document understanding of their obligation to safeguard any sensitive information gained by the inadvertent exposure in accordance with Sections 793 and 794 of title 18, United States Code.

1.7 Scheduling.

1.7.1 Government Liaison. Prior to the start of the contract, the contractor shall furnish the Contracting Officer Representative (COR) with the name, address, e-mail address, and phone number of the agent(s) who will serve as liaison between the contractor and the Defense Courier Station Government Scheduler(s) identified by the COR. The agent(s) must have authority to book seating and cargo space on contracted routes and make decisions pertinent to the airlift service for the contractor. The agent(s) must be available during regular business hours and must provide an after hour's phone number to be used in the event of emergency.

1.7.2 Reserved Space. The contractor will reserve sufficient aircraft space to accommodate the quantity of material agreed upon during scheduling and will guarantee seat availability for couriers.

1.7.3 Mission Scheduling. All scheduling, movement forecasts, and changes will be made by the Defense Courier Station Government Schedulers. The Government Schedulers are responsible for evaluating individual transportation requirements and making an independent best value decision prior to scheduling the transportation. All awardees shall be given fair opportunity to compete for individual orders. The Government Scheduler will first consider required delivery date/time (which includes coordination of the couriers' follow-on truck segment) when making a scheduling decision that provides the best value to the Government, price and performance factors considered. The Government Schedulers will schedule the transportation (passenger and material) a minimum of one week prior to execution and will provide finalized weight and requested container size no less than 48 hours prior to scheduled flight (unless mutually agreed to between the contractor and Government). Whenever possible, roundtrip missions will be scheduled. Contractor caused changes to the schedule within one week of execution will be considered in the performance metrics at paragraph 3.0.

1.7.4 Delays. The contractor shall notify the regional Defense Courier Stations immediately when any positioning or arrival times will vary by more than 30 minutes from established times. A list of contacts will be provided by the COR. A departure time that varies by more than 30 minutes for a contractor-controllable reason shall be considered in the reliability metrics at paragraph 3.0. Performance metrics for this requirement will be maintained on a cumulative basis and provided to the Defense Courier Station Government Scheduler (s) quarterly for consideration in the ordering process.

1.7.5 Cancellations.

1.7.5.1 Route Cancellations. There will be no penalty for route cancellations as long as the contractor provides the Contracting Officer with 180 days written notice that the route is being eliminated from scheduled service operations of the airline.

1.7.5.2 Trip Cancellations. In the event an individual trip is cancelled after scheduling, rescheduling shall be as agreed to by the Government.

1.7.6 Ad Hoc Missions. The Government will coordinate with contractor when service to or from locations required by the contract are required.

2.0 DELIVERABLES

Reserved.

3.0 SERVICE DELIVERY SUMMARY

Performance Objective	PWS Paragraph	Performance Threshold

Scheduling Reliability	1.7.3	100% of the time
Operational Reliability	1.7.4	95% of the time
Airworthy/inspected containers provided	1.4.1	100% of the time
Rescheduling of cancelled trip	1.7.5.2	100% of the time
Visibility of cargo as required	1.6	100% of the time
Resolution of QAE complaints	5	95% of the time

4.0 GOVERNMENT FURNISHED EQUIPMENT (GFE) AND SERVICES

Seals, nets, and shrink wrap will be provided by the Government. In the event carrier unique pallet nets are required, they shall be contractor furnished.

5.0 GENERAL INFORMATION

Only DOD Approved Air carriers who are members of the Civil Reserve Air Fleet (CRAF) or DOD Approved Air carriers who have been determined Technically Ineligible for the CRAF are may receive a contract award.

Transportation of HAZMAT will not be required

Aircraft Operator Standard Security Program exempts Government material from opening or x-ray screening. Bomb dogs or drug dogs are permitted for screening.

Quality complaints shall be resolved within 30 days from the end of the month in which the complaint is received.

ATTACHMENT 2

ATTACHMENT 2

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

IN ACCORDANCE WITH DFARS 232-7002, USE OF ELECTRONIC PAYMENT REQUESTS IS MANDATORY. USE OF WAWF WILL SPEED UP YOUR PAYMENT PROCESSING TIME AND ALLOW YOU TO MONITOR YOUR PAYMENT STATUS ONLINE. THERE ARE NO CHARGES OR FEES TO USE WAWF.

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

Questions concerning payment should be directed to the Defense Finance Accounting Services (DFAS) Centralized Customer Contact Center at (800) 756-4571, option 2, then option 4. Please have your contract number and invoice number ready when contacting DFAS about payment status. You can also access payment information using the myInvoice web site. To register, access myInvoice at <https://myinvoice.csd.disa.mil/>

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

CONTRACT NUMBER:

DELIVERY ORDER NUMBER: TBD

TYPE OF DOCUMENT:

CAGE CODE:

ISSUE BY DODAAC:

ADMIN DODAAC:

INSPECT BY DODAAC:

SERVICE ACCEPTOR / SHIP TO:

PAY OFFICE DODAAC:

SEND MORE E-MAIL NOTIFICATIONS:

CONTRACT ADMINISTRATOR:

CONTRACTING OFFICER:

ATTACHMENT 3

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

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

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 1996-0460
Revision No.: 13
Date Of Last Revision: 06/15/2010

NATIONWIDE

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

Employed on contracts for aircraft services operating large multi-engine aircraft such as B-727, DC-8, and DC-9. (Does not apply to mod. and/or

repair of aircraft contracts with incidental flying services.) Also included are CNET postal contracts.

OCCUPATION CODE - TITLE RATE	FOOTNOTE
(not set) - First Officer (First Pilot) 7472.58 Monthly	(see 1)
(not set) - First Officer (Co-Pilot) 4118.68 Monthly	(see 1)
(not set) - Flight Dispatcher 18.26	
(not set) - Second Officer/Flight Engineer 4088.10 Monthly	(see 1)
(not set) - Flight Attendant 14.74	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.50 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 12 years, 5 weeks after 20 years, and 6 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) Relates to total monthly earnings, including base pay and all other pay directly related to duty, but excludes special allowances, such as those for room and board while away from the employee's home station.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the

following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the

agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS ****

First Officer (Co-Pilot)

Is second in command of a commercial airplane and its crew while transporting passengers, mail, or other cargo on scheduled or nonscheduled flights. Assists or relieves an airplane captain in operating the controls of an airplane; monitoring flight and engine instruments; and maintaining air-to-ground communications.

First Officer (First Pilot)

Is in command of a commercial airplane and its crew while transporting passengers, mail, or other cargo on scheduled or nonscheduled flights. Has responsibility for flying an airplane safely, including takeoffs and landings.

Flight Attendant

Provide personal services to ensure the safety and comfort of airline passengers during flight. Greet passengers, verify tickets, explain use of safety equipment, and serve food or beverages.

Flight Dispatcher

Authorizes, regulates, and controls commercial airline flights (in concert with the pilot in command) according to Government and company regulations to expedite and insure safety of flight and controls economic factors of flight. Work involves most of the following: Analyzes and

evaluates weather information to determine potential safety of flight, economic feasibility, and desirable routing; computes fuel requirements according to Federal regulations and economic considerations; prepares flight plan containing such information as maximum gross takeoff and landing weights, en-route wind and weather information, terminal weather and airport conditions; signs release which (with concurrence of pilot in command) authorizes operation of flight; delays, conceals, or reroutes flight if necessary to insure safety) or protect economic factors; maintains a constant watch over weather and other operating conditions, and flight progress; maintains records relating to any irregularities in flight operations. Holds a license issued by the Federal Aviation Administration.

Second Officer/Flight Engineer

Is as third in command of a commercial airplane and its crew while transporting passengers, mail, or other cargo on scheduled or nonscheduled flights. Assists the airline captain and first Officer in the analysis, operating, and monitoring of the mechanical and electrical systems of the airplane; is responsible for the safe and efficient functioning of these systems while in flight or en-route. May relieve airline captain and first officer at the controls, as required. Includes "reserve" second officers (those not assigned to a regular schedule of flights), as well as "bid" second officer (runholders). Also includes third crew members who are not qualified pilots and who are not authorized to operate the primary controls of the airplane. Excludes qualified pilot primarily employed for purposes other than serving aboard fixed-wing commercial airliners, such as helicopter pilots, instructors, and supervisory personnel.

ATTACHMENT 4

ATTACHMENT 4 - ROUTE PRICING

Offerors may submit pricing for one or more of the desired routes indicated below, or may offer an alternate route using nearby locations for both onload and offload. Alternate locations will be accepted if feasible within the Defense Courier Network. This determination will be made by the Chief of the USTRANSCOM Defense Courier Division. Alternative departure and arrival locations include, but are not limited to: John F. Kennedy (JFK), LaGuardia (LGA), Philadelphia (PHL), Newark (EWR), Atlantic City (ACY), Dulles (IAD), Reagan (DCA), San Francisco (SFA).

Only offers which include both roundtrip passenger (courier) seat pricing along with containerized and/or loose loaded cargo (courier materials) per pound pricing will be considered. Both the passenger round trip seat price and the per pound cargo prices must be determined fair and reasonable IAW one or more of the techniques set forth in FAR 15.404-1(b)(2) in order to result in a contract award including the route offered. Prices may be adjusted downward only, on a quarterly basis, on the following dates each year: 1 Oct, 1 Jan, 1 Apr, 1 Jul. Written notice of the price change shall be provided to the Contracting Officer 14 calendar days prior to these dates and will be incorporated by modification. Actual quantities may significantly vary from the stated quantities (below) based upon actual requirements.

Offers must submit pricing for the Base Year and each of the Option Years in order to be considered. The following periods of performance coincide with the Base Year and Option Years One, Two and Three:

Base Year	1 Oct 10 – 30 Sep 11
Option Year One	1 Oct 11 – 30 Sep 12
Option Year Two	1 Oct 12 – 30 Sep 13
Option Year Three	1 Oct 13 – 30 Sep 14

ROUTE 1:

Indicate with an X which route, if any, you are pricing and submit pricing in the spaces below.

52 trips per year are estimated (once weekly)

Estimate is 2 passenger seats per trip, 4,800 lbs per trip East to West Coast in sealable containers, 4,200 lbs per trip West to East Coast in sealable containers.

Maximum quantity is 104 passenger seats per year, 249,600 lbs per year East to West Coast in sealable containers, 218,400 lbs per year West to East Coast in sealable containers.

Minimum quantity is 2 passenger seats in the base year, 4,800 lbs in the base year East to West Coast in sealable containers, 4,200 lbs in the base year West to East Coast in sealable containers.

_____ Baltimore (BWI) to Sacramento (SMF) / Sacramento (SMF) to Baltimore (BWI)

_____ Baltimore (BWI) to Oakland (OAK) / Oakland (OAK) to Baltimore (BWI)

_____ Alternate Route

Alternate Departure Location _____ Arrival Location _____

	Base Year	Option Year One	Option Year Two	Option Year Three
Passenger Round Trip Seat Price (each)	\$	\$	\$	\$
Cargo Price (per lb)	\$	\$	\$	\$

ROUTE 2:

Indicate with an X which route, if any, you are pricing and submit pricing in the spaces below.

52 trips per year are estimated (once weekly)

Estimate is 2 passenger seats per trip, 2,500 lbs per trip outbound in sealable containers or loose loaded and 1,900 lbs per trip returned in sealable containers or loose loaded.

Maximum quantity is 104 passenger seats per year, 130,000 lbs per year outbound in sealable containers or loose loaded and 98,800 lbs per year returned in sealable containers or loose loaded.

Minimum quantity is 2 passenger seats in the base year 2,500 lbs in the base year outbound in sealable containers or loose loaded and 1,900 lbs in the base year returned in sealable containers or loose loaded.

_____ Baltimore (BWI) to San Antonio (SAT) / San Antonio (SAT) to Baltimore (BWI)

_____ Alternate Route

Alternate Departure Location _____ Arrival Location _____

	Base Year	Option Year One	Option Year Two	Option Year Three
Passenger Round Trip Seat Price (each)	\$	\$	\$	\$
Cargo Price (per lb)	\$	\$	\$	\$

ROUTE 3:

Indicate with an X which route, if any, you are pricing and submit pricing in the spaces below.

26 trips per year are estimated (bi- weekly)

Estimate is 2 passenger seats per trip, 3,500 lbs per trip outbound in sealable containers or loose loaded and 2,100 lbs per trip returned in sealable containers or loose loaded.

Maximum quantity is 52 passenger seats per year, 91,000 lbs per year outbound in sealable containers or loose loaded and 54,600 lbs per year returned in sealable containers or loose loaded.

Minimum quantity is 2 passenger seats in the base year, 3,500 lbs in the base year outbound in sealable containers or loose loaded and 2,100 lbs in the base year returned in sealable containers or loose loaded.

_____ Baltimore (BWI) to Denver (DIA) / Denver (DIA) to Baltimore (BWI)

_____ Baltimore (BWI) to Colorado Springs (COS) / Colorado Springs (COS) to Baltimore (BWI)

_____ Baltimore (BWI) to Omaha (OMA) / Omaha (OMA) to Baltimore (BWI)

_____ Alternate Route

Alternate Departure Location _____ Arrival Location _____

	Base Year	Option Year One	Option Year Two	Option Year Three
Passenger Round Trip Seat Price (each)	\$	\$	\$	\$
Cargo Price (per lb)	\$	\$	\$	\$

ROUTE 4:

Indicate with an X which route, if any, you are pricing and submit pricing in the spaces below.

26 trips per year are estimated (bi- weekly)

Estimate is 2 passenger seats per trip, 1,300 lbs per trip outbound in sealable containers or loose loaded and 600 lbs per trip returned in sealable containers or loose loaded.

Maximum quantity is 52 passenger seats per year, 33,800 lbs per year outbound in sealable containers or loose loaded and 15,600 lbs per year returned in sealable containers or loose loaded.

Minimum quantity is 2 passenger seats in the base year, 1,300 lbs in the base year outbound in sealable containers or loose loaded and 600 lbs in the base year returned in sealable containers or loose loaded.

____ Sacramento (SMF) to Seattle (SEA) / Seattle (SEA) to Sacramento (SMF)

____ Oakland (OAK) to Seattle (SEA) / Seattle (SEA) to Oakland (OAK)

____ Alternate Route

Alternate Departure Location _____ and Arrival Location _____

	Base Year	Option Year One	Option Year Two	Option Year Three
Passenger Round Trip Seat Price (each)	\$	\$	\$	\$
Cargo Price (per lb)	\$	\$	\$	\$

ROUTE 5:

Indicate with an X which route, if any, you are pricing and submit pricing in the spaces below.

26 trips per year are estimated (bi- weekly)

Estimate is 2 passenger seats per trip, 1,000 lbs per trip outbound in sealable containers or loose loaded and 1,000 lbs per trip returned in sealable containers or loose loaded.

Maximum quantity is 52 passenger seats per year, 26,000 lbs per year outbound in sealable containers or loose loaded and 26,000 lbs per year returned in sealable containers or loose loaded.

Minimum quantity is 2 passenger seats in the base year, 1,000 lbs in the base year outbound in sealable containers or loose loaded and 1,000 lbs in the base year returned in sealable containers or loose loaded.

____ Sacramento (SMF) to San Diego (SAN) / San Diego (SAN) to Sacramento (SMF)

____ Oakland (OAK) to San Diego (SAN) / San Diego (SAN) to Oakland (OAK)

____ Alternate Route

Alternate Departure Location _____ and Arrival Location _____

	Base Year	Option Year One	Option Year Two	Option Year Three
Passenger Round Trip Seat Price	\$	\$	\$	\$

(each)				
Cargo Price (per lb)	\$	\$	\$	\$

ROUTE 6:

Indicate with an X which route, if any, you are pricing and submit pricing in the spaces below.

26 trips per year are estimated (bi- weekly)

Estimate is 2 passenger seats per trip, 1,000 lbs per trip outbound in sealable containers or loose loaded and 1,000 lbs per trip returned in sealable containers or loose loaded.

Maximum quantity is 52 passenger seats per year, 26,000 lbs per year outbound in sealable containers or loose loaded and 26,000 lbs per year returned in sealable containers or loose loaded.

Minimum quantity is 2 passenger seats in the base year, 1,000 lbs in the base year outbound in sealable containers or loose loaded and 1,000 lbs in the base year returned in sealable containers or loose loaded.

____ Denver (DEN) to Omaha (OMA) / Omaha (OMA) to Denver (DEN)

____ Alternate Route

Alternate Departure Location _____ and Arrival Location _____

	Base Year	Option Year One	Option Year Two	Option Year Three
Passenger Round Trip Seat Price (each)	\$	\$	\$	\$
Cargo Price (per lb)	\$	\$	\$	\$

ATTACHMENT 5 FY 11 PRICING

ATTACHMENT 5
FY11 (1 Oct 10-30 Sep 11)

Note: Minimum and maximum quantities will be applied on a per "Route" basis (i.e. Route 1, Route 2 etc). If multiple departure/arrival locations are offered under a particular Route, the Government's minimum obligation is met once the minimum quantity specified has been ordered for the Route, not for each individual departure/arrival location listed under the Route. Maximum quantities are calculated based on the total quantities ordered under a Route, whether using one or multiple departure/arrival combinations for that Route.

ROUTE 2:

Baltimore (BWI) to San Antonio (SAT)/San Antonio (SAT) to Baltimore(BWI)

	Price
Passenger (Round Trip)	\$884.00
Cargo (per pound)	\$1.01

ROUTE 3:

Baltimore (BWI) to Denver (DIA)/Denver (DIA) to Baltimore(BWI)

	Price
Passenger (Round Trip)	\$800.00
Cargo (per pound)	\$1.00

ROUTE 4:

Sacramento (SMF) to Seattle(SEA)/Seattle (SEA) to Sacramento(SMF) OR
alternate Oakland(OAK) to Seattle(SEA)/ Seattle(SEA) to Oakland(OAK)

	Price
Passenger (Round Trip)	\$496.00
Cargo (per pound)	\$1.00

ROUTE 5:

Sacramento (SMF) to San Diego (SAN)/San Diego (SAN) to Sacramento(SMF) OR
alternate Oakland (OAK) to San Diego(SAN)/ San Diego (SAN) to Oakland (OAK)

	Price
Passenger (Round Trip)	\$370.00
Cargo (per pound)	\$0.99

ROUTE 6:

Denver (DEN) to Omaha(OMA)/ Omaha(OMA) to Denver (DEN)

	Price
Passenger (Round Trip)	\$406.00
Cargo (per pound)	\$0.98

ATTACHMENT 6 FY 12 PRICING

ATTACHMENT 6
FY12 (1 Oct 11-30 Sep 12)

Note: Minimum and maximum quantities will be applied on a per "Route" basis (i.e. Route 1, Route 2 etc). If multiple departure/arrival locations are offered under a particular Route, the Government's minimum obligation is met once the minimum quantity specified has been ordered for the Route, not for each individual departure/arrival location listed under the Route. Maximum quantities are calculated based on the total quantities ordered under a Route, whether using one or multiple departure/arrival combinations for that Route.

ROUTE 2:

Baltimore (BWI) to San Antonio (SAT)/San Antonio (SAT) to Baltimore(BWI)

	Price
Passenger (Round Trip)	\$972.00
Cargo (per pound)	\$1.09

ROUTE 3:

Baltimore (BWI) to Denver (DIA)/Denver (DIA) to Baltimore(BWI)

	Price
Passenger (Round Trip)	\$880.00
Cargo (per pound)	\$1.08

ROUTE 4:

Sacramento (SMF) to Seattle(SEA)/Seattle (SEA) to Sacramento(SMF) OR
alternate Oakland(OAK) to Seattle(SEA)/ Seattle(SEA) to Oakland(OAK)

	Price
Passenger (Round Trip)	\$545.00
Cargo (per pound)	\$1.08

ROUTE 5:

Sacramento (SMF) to San Diego (SAN)/San Diego (SAN) to Sacramento(SMF) OR
alternate Oakland (OAK) to San Diego(SAN)/ San Diego (SAN) to Oakland (OAK)

	Price
Passenger (Round Trip)	\$407.00
Cargo (per pound)	\$1.06

ROUTE 6:

Denver (DEN) to Omaha(OMA)/ Omaha(OMA) to Denver (DEN)

	Price
Passenger (Round Trip)	\$446.00
Cargo (per pound)	\$1.05

ATTACHMENT 7 FY 13 PRICING

ATTACHMENT 7
FY13 (1 Oct 12-30 Sep 13)

Note: Minimum and maximum quantities will be applied on a per "Route" basis (i.e. Route 1, Route 2 etc).
If multiple departure/arrival locations are offered under a particular Route, the Government's minimum obligation is met once the minimum quantity specified has been ordered for the Route, not for each

individual departure/arrival location listed under the Route. Maximum quantities are calculated based on the total quantities ordered under a Route, whether using one or multiple departure/arrival combinations for that Route.

ROUTE 2:

Baltimore (BWI) to San Antonio (SAT)/San Antonio (SAT) to Baltimore(BWI)

	Price
Passenger (Round Trip)	\$1,070.00
Cargo (per pound)	\$1.17

ROUTE 3:

Baltimore (BWI) to Denver (DIA)/Denver (DIA) to Baltimore(BWI)

	Price
Passenger (Round Trip)	\$968.00
Cargo (per pound)	\$1.16

ROUTE 4:

Sacramento (SMF) to Seattle(SEA)/Seattle (SEA) to Sacramento(SMF) OR
alternate Oakland(OAK) to Seattle(SEA)/ Seattle(SEA) to Oakland(OAK)

	Price
Passenger (Round Trip)	\$600.00
Cargo (per pound)	\$1.16

ROUTE 5:

Sacramento (SMF) to San Diego (SAN)/San Diego (SAN) to Sacramento(SMF) OR
alternate Oakland (OAK) to San Diego(SAN)/ San Diego (SAN) to Oakland (OAK)

	Price
Passenger (Round Trip)	\$448.00
Cargo (per pound)	\$1.15

ROUTE 6:

Denver (DEN) to Omaha(OMA)/ Omaha(OMA) to Denver (DEN)

	Price
Passenger (Round Trip)	\$491.00
Cargo (per pound)	\$1.13

ATTACHMENT 8 FY14 PRICING

ATTACHMENT 8
FY14 (1 Oct 13-30 Sep 14)

Note: Minimum and maximum quantities will be applied on a per "Route" basis (i.e. Route 1, Route 2 etc). If multiple departure/arrival locations are offered under a particular Route, the Government's minimum obligation is met once the minimum quantity specified has been ordered for the Route, not for each individual departure/arrival location listed under the Route. Maximum quantities are calculated based on the total quantities ordered under a Route, whether using one or multiple departure/arrival combinations for that Route.

ROUTE 2:

Baltimore (BWI) to San Antonio (SAT)/San Antonio (SAT) to Baltimore(BWI)

	Price
Passenger (Round Trip)	\$1,177.00
Cargo (per pound)	\$1.26

ROUTE 3:

Baltimore (BWI) to Denver (DIA)/Denver (DIA) to Baltimore(BWI)

	Price
Passenger (Round Trip)	\$1,065.00
Cargo (per pound)	\$1.25

ROUTE 4:

Sacramento (SMF) to Seattle(SEA)/Seattle (SEA) to Sacramento(SMF) OR
alternate Oakland(OAK) to Seattle(SEA)/ Seattle(SEA) to Oakland(OAK)

	Price
Passenger (Round Trip)	\$660.00
Cargo (per pound)	\$1.25

ROUTE 5:

Sacramento (SMF) to San Diego (SAN)/San Diego (SAN) to Sacramento(SMF) OR
alternate Oakland (OAK) to San Diego(SAN)/ San Diego (SAN) to Oakland (OAK)

	Price
Passenger (Round Trip)	\$492.00
Cargo (per pound)	\$1.23

ROUTE 6:

Denver (DEN) to Omaha(OMA)/ Omaha(OMA) to Denver (DEN)

	Price
Passenger (Round Trip)	\$540.00
Cargo (per pound)	\$1.22

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 01-Oct-2010		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY USSTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62226-5357		CODE HTC711		7. ADMINISTERED BY (If other than Item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SOUTHWEST AIRLINES CO. MR BOB HASTER 2702 LOVE FIELD DR DALLAS TX 75236-1808				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HTC711-10-D-R021			
				X 10B. DATED (SEE ITEM 13) 01-Oct-2010			
CODE DXGX7				FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) Bilateral, FAR 52.212-4 (c) Changes							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (csheg)102218 The purpose of this modification is to make an administrative change to the Period of Performance, remove FAR clause 52.232-19 Availability of Funds for the Next Fiscal Year, and add by reference FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.							
<small>Except as provided herein, all terms and conditions of the documents referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</small>							
15A. NAME AND TITLE OF SIGNER (Type or print) Bob Haster Senior Cargo/Charter Analyst				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL. EMAIL:			
15B. CONTRACTOR/OFFEROR Bob Haster		15C. DATE SIGNED 8-30-10		16B. UNITED STATES OF AMERICA BY: [Signature]		16C. DATE SIGNED 31 AUG 10	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

EXCEPTION TO SF 30

APPROVED BY OIRM 11-8d

30-105-04

STANDARD FORM 30 (Rev. 10-83)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The order period end date 30-Sep-2014 has been added.

The order period start date 01-Oct-2010 has been added.


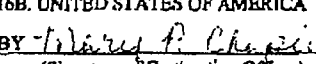
The following have been added by reference:

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
-----------	---	----------

The following have been deleted:

52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
-----------	--	----------

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 12	
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 01-Nov-2010		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE HTC711 LSTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB TX 77703-5357		7. ADMINISTERED BY (If other than item 6) CODE See Item 6					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SOUTHWEST AIRLINES CO. MR BOB HASTER 2702 LOVE FIELD DR DALLAS TX 75235-1808				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HTC711-10-D-R021			
				X 10B. DATED (SEE ITEM 13) 01-Oct-2010			
CODE 0XGX7		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 19, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14:							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) Bilateral, FAR 52.214-4 (c) Changes							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Modification Control Number: tcshaa111180 The purpose of this modification is to remove the Courier seat purchase terms and add a description of Courier seat purchases using the Defense Transportation System (DTS). Contract Line Item quantities are reduced by 300,000 (\$300,000) in the Base and three Option Years to reflect the use of DTS for seat buys rather than the contract. The total reduction in the estimated contract amount is \$1,200,000.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) Bob Haster				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary Chapie			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)				15C. DATE SIGNED 10-29-10		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	
						16C. DATE SIGNED 24 Oct 2010	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 12
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 01-Nov-2010	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357	CODE HTC711	7. ADMINISTERED BY (If other than item 6) See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SOUTHWEST AIRLINES CO. MR BOB HASTER 2702 LOVE FIELD DR DALLAS TX 75235-1808				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				<input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. HTC711-10-D-R021	
				<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 01-Oct-2010	
CODE 0XGX7		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) Bilateral, FAR 52.214-4 (c) Changes					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: tcshca#11180 The purpose of this modification is to remove the Courier seat purchase terms and add a description of Courier seat purchases using the Defense Transportation System (DTS). Contract Line Item quantities are reduced by 300,000 (\$300,000) in the Base and three Option Years to reflect the use of DTS for seat buys rather than the contract. The total reduction in the estimated contract amount is \$1,200,000.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARY P. CHAPIE / CONTRACTING OFFICER TEL: 618-223-7036 EMAIL: mary.chapie@ustrancom.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)		16C. DATE SIGNED 29-Oct-2010	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

Global Changes

CLIN 0001 -- CLIN 3001

The CLIN description has changed from Passenger / Cargo Air Transportation to Cargo Air Transportation.

The pricing detail quantity has decreased by 300,000.00 from 1,000,000.00 to 700,000.00.

CLIN 0001

The CLIN extended description has changed from Passenger seats for two (2) escort couriers with personal carry-on baggage and cargo space for containerized and/or loose loaded courier materials as described in the Attachment 1 Performance Work Statement. Minimum and Maximum quantities are listed in Attachment 4. Routes and Prices are listed in Attachment 5. to Cargo space for containerized and/or loose loaded courier materials as described in the Attachment 1 Performance Work Statement. Minimum and Maximum quantities are listed in Attachment 4. Routes and Prices are listed in Attachment 5..

The total cost of this line item has decreased by \$300,000.00 from \$1,000,000.00 to \$700,000.00.

CLIN 1001

The CLIN extended description has changed from Passenger seats for two (2) escort couriers with personal carry-on baggage and cargo space for containerized and/or loose loaded courier materials as described in the Attachment 1 Performance Work Statement. Minimum and Maximum quantities are listed in Attachment 4. Routes and Prices are listed in Attachment 6. to Cargo space for containerized and/or loose loaded courier materials as described in the Attachment 1 Performance Work Statement. Minimum and Maximum quantities are listed in Attachment 4. Routes and Prices are listed in Attachment 6..

The total cost of this line item has decreased by \$300,000.00 from \$1,000,000.00 to \$700,000.00.

CLIN 2001

The CLIN extended description has changed from Passenger seats for two (2) escort couriers with personal carry-on baggage and cargo space for containerized and/or loose loaded courier materials as described in the Attachment 1 Performance Work Statement. Minimum and Maximum quantities are listed in Attachment 4. Routes and Prices are listed in Attachment 7. to Cargo space for containerized and/or loose loaded courier materials as described in the Attachment 1 Performance Work Statement. Minimum and Maximum quantities are listed in Attachment 4. Routes and Prices are listed in Attachment 7..

The total cost of this line item has decreased by \$300,000.00 from \$1,000,000.00 to \$700,000.00.

CLIN 3001

The CLIN extended description has changed from Passenger seats for two (2) escort couriers with personal carry-on baggage and cargo space for containerized and/or loose loaded courier materials as described in the Attachment 1 Performance Work Statement. Minimum and Maximum quantities are listed in Attachment 4.

Routes and Prices are listed in Attachment 8. to Cargo space for containerized and/or loose loaded courier materials as described in the Attachment 1 Performance Work Statement. Minimum and Maximum quantities are listed in Attachment 4. Routes and Prices are listed in Attachment 8..

The total cost of this line item has decreased by \$300,000.00 from \$1,000,000.00 to \$700,000.00.

DELIVERIES AND PERFORMANCE

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

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2010 TO 30-SEP-2011	N/A	USTRANSCOM/J3 COURIER DIVISION HASBERGER, MARSHA 508 SCOTT DRIVE SCOTT AFB IL 62225-5357 618-229-2338 FOB: Destination	F3ST20

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2010 TO 30-SEP-2011	N/A	USTRANSCOM/J3 COURIER DIVISION MAHAFFEY, WILLIAM 508 SCOTT DRIVE SCOTT AFB IL 62225-5357 618-220-1003 FOB: Destination	F3ST20

The following Delivery Schedule item for CLIN 1001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2011 TO 30-SEP-2012	N/A	USTRANSCOM/J3 COURIER DIVISION HASBERGER, MARSHA 508 SCOTT DRIVE SCOTT AFB IL 62225-5357 618-229-2338 FOB: Destination	F3ST20

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2011 TO 30-SEP-2012	N/A	USTRANSCOM/J3 COURIER DIVISION MAHAFFEY, WILLIAM 508 SCOTT DRIVE SCOTT AFB IL 62225-5357 618-220-1003 FOB: Destination	F3ST20

The following Delivery Schedule item for CLIN 2001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2012 TO 30-SEP-2013	N/A	USTRANSCOM/J3 COURIER DIVISION HASBERGER, MARSHA 508 SCOTT DRIVE SCOTT AFB IL 62225-5357 618-229-2338 FOB: Destination	F3ST20

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2012 TO 30-SEP-2013	N/A	USTRANSCOM/J3 COURIER DIVISION MAHAFFEY, WILLIAM 508 SCOTT DRIVE SCOTT AFB IL 62225-5357 618-220-1003 FOB: Destination	F3ST20

The following Delivery Schedule item for CLIN 3001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2013 TO 30-SEP-2014	N/A	USTRANSCOM/J3 COURIER DIVISION HASBERGER, MARSHA 508 SCOTT DRIVE SCOTT AFB IL 62225-5357 618-229-2338 FOB: Destination	F3ST20

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2013 TO 30-SEP-2014	N/A	USTRANSCOM/J3 COURIER DIVISION MAHAFFEY, WILLIAM 508 SCOTT DRIVE SCOTT AFB IL 62225-5357 618-220-1003 FOB: Destination	F3ST20

The following have been modified:

ATTACHMENT 5 FY 11 PRICING

ATTACHMENT 5
FY11 (1 Oct 10-30 Sep 11)

Note: Minimum and maximum quantities will be applied on a per "Route" basis (i.e. Route 1, Route 2 etc). If multiple departure/arrival locations are offered under a particular Route, the Government's minimum obligation is met once the minimum quantity specified has been ordered for the Route, not for each individual departure/arrival location listed under the Route. Maximum quantities are calculated based on the total quantities ordered under a Route, whether using one or multiple departure/arrival combinations for that Route.

ROUTE 2:

Baltimore (BWI) to San Antonio (SAT)/San Antonio (SAT) to Baltimore(BWI)

	Price
Cargo (per pound one-way)	\$1.01

ROUTE 3:

Baltimore (BWI) to Denver (DIA)/Denver (DIA) to Baltimore(BWI)

	Price
Cargo (per pound one-way)	\$1.00

ROUTE 4:

Sacramento (SMF) to Seattle(SEA)/Seattle (SEA) to Sacramento(SMF) OR
alternate Oakland(OAK) to Seattle(SEA)/ Seattle(SEA) to Oakland(OAK)

	Price
Cargo (per pound one-way)	\$1.00

ROUTE 5:

Sacramento (SMF) to San Diego (SAN)/San Diego (SAN) to Sacramento(SMF) OR
alternate Oakland (OAK) to San Diego(SAN)/ San Diego (SAN) to Oakland (OAK)

	Price
Cargo (per pound one-way)	\$0.99

ROUTE 6:

Denver (DEN) to Omaha(OMA)/ Omaha(OMA) to Denver (DEN)

	Price
Cargo (per pound one-way)	\$0.98

ATTACHMENT 1

**PERFORMANCE WORK STATEMENT (PWS)
Defense Courier Scheduled Air Transportation Service
28 Oct 2010**

1.0 DESCRIPTION OF SERVICES

1.1 Background. USTRANSCOM Defense Courier Division (DCD) requires air transportation via commercial scheduled service routes to augment its global transportation network which moves DOD Couriers and classified/sensitive material between Defense Courier Stations worldwide. The DCD will use a system of launch, escort, and recovery couriers to monitor courier service material transported on commercial scheduled service air routes. Two DOD launch couriers will transport the material to planeside and monitor the material until it is unloaded and aircraft doors are sealed. Two DOD escort couriers will travel on the aircraft transporting the material. Two DOD recovery escorts will be pre-staged at destination to meet inbound aircraft and positioned planeside to observe the aircraft cargo doors being unsealed and the offloading of the material. Recovery couriers will accept the material planeside and conduct a piece count.

1.2 Scope. The contractor will provide passenger seats (Couriers will purchase through the Government's Defense Transportation System (DTS)) for two (2) escort couriers with personal carry-on baggage and cargo space for containerized and/or loose loaded courier materials as described in this PWS. Service will be within the Continental United States (CONUS) to include Alaska, Hawaii, and Puerto Rico.

1.3. General Requirements. Except as otherwise stated in this contract, the contractor shall provide all personnel, equipment, tools, facilities, supervision, and direct materials necessary for the performance of the air transportation of two (2) DoD couriers with personal carry-on baggage and classified/sensitive material on scheduled service air routes as specified. The contractor will transport launch couriers along with the courier material during ground handling operations and allow launch couriers the continuous observation of aircraft and material as described below. When contractor personnel require access to the cargo bay after it has been sealed, couriers will be permitted access to the bay to observe and monitor the status of courier material, except in those instances where courier observation could seriously jeopardize safety.

1.3.1 Passenger Seating. The contractor shall provide escort couriers with passenger seating (Courier purchased through DTS) that meets or exceeds the standards provided to economy class passengers on scheduled service airlines and will permit preboarding of the escort couriers. Escort couriers shall be seated in close proximity of one another (side by side or separated by no more than one seat or one row; across aisle seating is acceptable on narrowbody aircraft). Seating shall be positioned to allow safe passage as couriers enter and exit the aircraft and shall be unencumbered by cargo or baggage.

1.4 Specific Tasks.

1.4.1 Containerized/Palletized Material. Containers (igloo) or pallets provided by the airline will be used when containerized transportation of material is needed. The contractor will provide pre-staged airworthy/inspected airline containers/pallets as requested by regional Defense Courier Stations. Individual Courier Stations will pick up containers/pallets and transport them between Courier Station and contractor's facility to be filled/unfilled. Containers will be of various sizes based on material weight with doors properly aligned to permit couriers to apply lock/security seals. Contractor will replace any containers that do not meet these standards at no cost to the Government. Palletized material will be secured by shrink wrap or nets provided by the defense couriers. In the event carrier unique pallet nets are required, they shall be contractor furnished.

1.4.1.2 Loose Loaded Material. DOD courier material will be placed together in the aircraft to the maximum extent practicable to facilitate observation and tracking of individual pieces. During the unloading/offloading process, courier material will be segregated from all other cargo and baggage while on the conveyor belt until loading of courier material is complete. *Loose loaded courier material shall not be unloaded/offloaded unless two couriers (launch, recover, or escort) are present planeside. If, for any reason, recovery couriers are not present at the time offloading operations begin, the escort couriers will be immediately deployed to observe the offload of any courier material before it is removed from the aircraft.*

1.4.1.3 Ground Handling. For containerized operations, the contractor will transport two couriers along with the container(s) to and from aircraft during ground handling operations. For loose loaded material, contractor responsibilities will be limited to transferring the material from the couriers' possession to the conveyor belt and into

the belly of the aircraft. Individual package weight and size will be limited to the commercial standards of the airline.

1.5 Desired Routes. The Government desires round trip transportation on the following routes but will consider alternative nearby locations for both onload and offload if feasible within the defense courier network.

Baltimore (BWI) to Sacramento (SMF) or Oakland (OAK)
 Baltimore (BWI) to San Antonio (SAT)
 Baltimore (BWI) to Denver (DIA) or Colorado Springs (COS) or Omaha (OMA)
 Sacramento (SMF) or Oakland (OAK) to Seattle (SEA)
 Sacramento (SMF) or Oakland (OAK) to San Diego (SAN).
 Denver (DIA) to Omaha (OMA)

Alternatives departure and arrival locations will be considered, including but not limited to: John F. Kennedy (JFK), LaGuardia (LGA), Philadelphia (PHL), Newark (EWR), Atlantic City (ACY) Dulles (IAD) Reagan (DCA), San Francisco (SFA)

1.5.1 The following routes *must use sealable containers* loaded into the aircraft. Actual quantities may significantly vary based upon actual requirements.

<u>ROUTE</u>	<u>Approximate quantity</u>
Baltimore to Sacramento or Oakland	4,800 lbs weekly
Sacramento or Oakland to Baltimore	4,200 lbs weekly

1.5.2 The following routes *can be containerized or loose loaded* into the belly of aircraft. Actual quantities may significantly vary based upon actual requirements.

<u>ROUTE</u>	<u>Approximate quantity</u>
Baltimore to San Antonio	2,500 lbs weekly
San Antonio to Baltimore	1,900 lbs weekly
Baltimore to Denver, Colorado Springs, or Omaha	3,500 lbs bi-weekly
Denver, Colorado Springs, or Omaha to Baltimore	2,100 lbs bi-weekly
Sacramento or Oakland to Seattle	1,300 lbs bi-weekly
Seattle to Oakland or Sacramento	600 lbs bi-weekly
Sacramento or Oakland to San Diego	1,000 lbs bi-weekly
San Diego to Sacramento or Oakland	1,000 lbs bi-weekly
Denver to Omaha	1,000 lbs bi-weekly (Oct - Apr)
Omaha to Denver	1,000 lbs bi-weekly (Oct - Apr)

1.6 Loading and Security.

1.6.1 Access. The contractor will permit couriers access to planeside for onloading and offloading of material to ensure couriers have visibility of all courier material during transfer, onload, and offload. The contractor will assist in providing unescorted airport access for courier personnel at each contracted airport location. In the event unescorted access is not available, the contractor will escort couriers and material planeside. On departing flights the containers/loose loaded material must be under constant observation of launch couriers until the aircraft door is sealed. On arriving flights, recovery couriers must be positioned to view the cargo doors opening and must observe the container/loose material being removed from the belly of the aircraft. The container(s)/material must be kept in constant view of the couriers.

1.6.2 Diversions. In the event of a diversion, the two escort couriers on board shall be permitted to deplane prior to the aircraft cargo doors being opened. The couriers must have visibility of the doors being opened and as well as courier material being removed.

1.6.3 Missing/Damaged Material. In the event pieces of courier material are missing or damaged, contractor personnel will cooperate fully with courier requests for rechecking aircraft cargo/baggage compartments and will provide couriers with requested information to the best of their ability. In the event actual classified information is exposed to contractor personnel, the affected individuals may be asked, but are not required to sign an Inadvertent Disclosure agreement to document understanding of their obligation to safeguard any sensitive information gained by the inadvertent exposure in accordance with Sections 793 and 794 of title 18, United States Code.

1.7 Scheduling.

1.7.1 Government Liaison. Prior to the start of the contract, the contractor shall furnish the Contracting Officer Representative (COR) with the name, address, e-mail address, and phone number of the agent(s) who will serve as liaison between the contractor and the Defense Courier Station Government Scheduler(s) identified by the COR. The agent(s) must have authority to book seating and cargo space on contracted routes and make decisions pertinent to the airlift service for the contractor. The agent(s) must be available during regular business hours and must provide an after hour's phone number to be used in the event of emergency.

1.7.2 Reserved Space. The contractor will reserve sufficient aircraft space to accommodate the quantity of material agreed upon during scheduling and will guarantee seat availability for couriers.

1.7.3 Mission Scheduling. All scheduling, movement forecasts, and changes will be made by the Defense Courier Station Government Schedulers. The Government Schedulers are responsible for evaluating individual transportation requirements and making an independent best value decision prior to scheduling the transportation. All awardees shall be given fair opportunity to compete for individual orders. The Government Scheduler will first consider required delivery date/time (which includes coordination of the couriers' follow-on truck segment) when making a scheduling decision that provides the best value to the Government, price and performance factors considered. The Government Schedulers will schedule the transportation (passenger and material) a minimum of one week prior to execution and will provide finalized weight and requested container size no less than 48 hours prior to scheduled flight (unless mutually agreed to between the contractor and Government). Whenever possible, roundtrip missions will be scheduled. Contractor caused changes to the schedule within one week of execution will be considered in the performance metrics at paragraph 3.0.

1.7.4 Delays. The contractor shall notify the regional Defense Courier Stations immediately when any positioning or arrival times will vary by more than 30 minutes from established times. A list of contacts will be provided by the COR. A departure time that varies by more than 30 minutes for a contractor-controllable reason shall be considered in the reliability metrics at paragraph 3.0. Performance metrics for this requirement will be maintained on a cumulative basis and provided to the Defense Courier Station Government Scheduler (s) quarterly for consideration in the ordering process.

1.7.5 Cancellations.

1.7.5.1 Route Cancellations. There will be no penalty for route cancellations as long as the contractor provides the Contracting Officer with 180 days written notice that the route is being eliminated from scheduled service operations of the airline.

1.7.5.2 Trip Cancellations. In the event an individual trip is cancelled after scheduling, rescheduling shall be as agreed to by the Government.

1.7.6 Ad Hoc Missions. The Government will coordinate with contractor when service to or from locations required by the contract are required.

2.0 DELIVERABLES

Reserved.

3.0 SERVICE DELIVERY SUMMARY

Performance Objective	PWS Paragraph	Performance Threshold
Scheduling Reliability	1.7.3	100% of the time
Operational Reliability	1.7.4	95% of the time
Airworthy/inspected containers provided	1.4.1	100% of the time
Rescheduling of cancelled trip	1.7.5.2	100% of the time
Visibility of cargo as required	1.6	100% of the time
Resolution of QAE complaints	5	95% of the time

4.0 GOVERNMENT FURNISHED EQUIPMENT (GFE) AND SERVICES

Seals, nets, and shrink wrap will be provided by the Government. In the event carrier unique pallet nets are required, they shall be contractor furnished.

5.0 GENERAL INFORMATION

Only DOD Approved Air carriers who are members of the Civil Reserve Air Fleet (CRAF) or DOD Approved Air carriers who have been determined Technically Ineligible for the CRAF are may receive a contract award.

Transportation of HAZMAT will not be required

Aircraft Operator Standard Security Program exempts Government material from opening or x-ray screening. Bomb dogs or drug dogs are permitted for screening.

Quality complaints shall be resolved within 30 days from the end of the month in which the complaint is received.

ATTACHMENT 6 FY.12 PRICING

ATTACHMENT 6 FY12 (1 Oct 11-30 Sep 12)

Note: Minimum and maximum quantities will be applied on a per "Route" basis (i.e. Route 1, Route 2 etc). If multiple departure/arrival locations are offered under a particular Route, the Government's minimum obligation is met once the minimum quantity specified has been ordered for the Route, not for each individual departure/arrival location listed under the Route. Maximum quantities are calculated based on

the total quantities ordered under a Route, whether using one or multiple departure/arrival combinations for that Route.

ROUTE 2:

Baltimore (BWI) to San Antonio (SAT)/San Antonio (SAT) to Baltimore(BWI)

	Price
Cargo (per pound one-way)	\$1.09

ROUTE 3:

Baltimore (BWI) to Denver (DIA)/Denver (DIA) to Baltimore(BWI)

	Price
Cargo (per pound one-way)	\$1.08

ROUTE 4:

Sacramento (SMF) to Seattle(SEA)/Seattle (SEA) to Sacramento(SMF) OR
alternate Oakland(OAK) to Seattle(SEA)/ Seattle(SEA) to Oakland(OAK)

	Price
Cargo (per pound one-way)	\$1.08

ROUTE 5:

Sacramento (SMF) to San Diego (SAN)/San Diego (SAN) to Sacramento(SMF) OR
alternate Oakland (OAK) to San Diego(SAN)/ San Diego (SAN) to Oakland (OAK)

	Price
Cargo (per pound one-way)	\$1.06

ROUTE 6:

Denver (DEN) to Omaha(OMA)/ Omaha(OMA) to Denver (DEN)

	Price
Cargo (per pound one-way)	\$1.05

ATTACHMENT 7 FY 13 PRICING

ATTACHMENT 7
FY13 (1 Oct 12-30 Sep 13)

Note: Minimum and maximum quantities will be applied on a per "Route" basis (i.e. Route 1, Route 2 etc). If multiple departure/arrival locations are offered under a particular Route, the Government's minimum obligation is met once the minimum quantity specified has been ordered for the Route, not for each individual departure/arrival location listed under the Route. Maximum quantities are calculated based on

the total quantities ordered under a Route, whether using one or multiple departure/arrival combinations for that Route.

ROUTE 2:

Baltimore (BWI) to San Antonio (SAT)/San Antonio (SAT) to Baltimore(BWI)

	Price	
Cargo (per pound one-way)		\$1.17

ROUTE 3:

Baltimore (BWI) to Denver (DIA)/Denver (DIA) to Baltimore(BWI)

	Price	
Cargo (per pound one-way)		\$1.16

ROUTE 4:

Sacramento (SMF) to Seattle(SEA)/Seattle (SEA) to Sacramento(SMF) OR
alternate Oakland(OAK) to Seattle(SEA)/ Seattle(SEA) to Oakland(OAK)

	Price	
Cargo (per pound one-way)		\$1.16

ROUTE 5:

Sacramento (SMF) to San Diego (SAN)/San Diego (SAN) to Sacramento(SMF) OR
alternate Oakland (OAK) to San Diego(SAN)/ San Diego (SAN) to Oakland (OAK)

	Price	
Cargo (per pound one-way)		\$1.15

ROUTE 6:

Denver (DEN) to Omaha(OMA)/ Omaha(OMA) to Denver (DEN)

	Price	
Cargo (per pound one-way)		\$1.13

ATTACHMENT 8 FY14 PRICING

**ATTACHMENT 8
FY14 (1 Oct 13-30 Sep 14)**

Note: Minimum and maximum quantities will be applied on a per "Route" basis (i.e. Route 1, Route 2 etc). If multiple departure/arrival locations are offered under a particular Route, the Government's minimum obligation is met once the minimum quantity specified has been ordered for the Route, not for each individual departure/arrival location listed under the Route. Maximum quantities are calculated based on the total quantities ordered under a Route, whether using one or multiple departure/arrival combinations for that Route.

ROUTE 2:

Baltimore (BWI) to San Antonio (SAT)/San Antonio (SAT) to Baltimore(BWI)

Price

Cargo (per pound one-way) \$1.26

ROUTE 3:

Baltimore (BWI) to Denver (DIA)/Denver (DIA) to Baltimore(BWI)

Price

Cargo (per pound one-way) \$1.25

ROUTE 4:

Sacramento (SMF) to Seattle(SEA)/Seattle (SEA) to Sacramento(SMF) OR
alternate Oakland(OAK) to Seattle(SEA)/ Seattle(SEA) to Oakland(OAK)

Price

Cargo (per pound one-way) \$1.25

ROUTE 5:

Sacramento (SMF) to San Diego (SAN)/San Diego (SAN) to Sacramento(SMF) OR
alternate Oakland (OAK) to San Diego(SAN)/ San Diego (SAN) to Oakland (OAK)

Price

Cargo (per pound one-way) \$1.23

ROUTE 6:

Denver (DEN) to Omaha(OMA)/ Omaha(OMA) to Denver (DEN)

Price

Cargo (per pound one-way) \$1.22

The following have been deleted:

ATTACHMENT INDEX

(End of Summary of Changes)