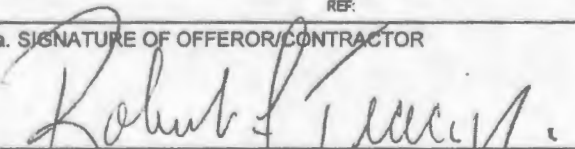
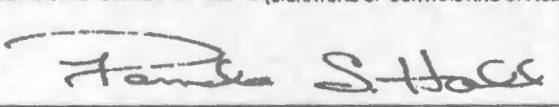


**UNITED STATES TRANSPORTATION COMMAND
(USTRANSCOM)**

HTC711-12-D-R001, 1 December 2011

**Configurable Airlift Multi-Use Service
(USAFRICOM Area of Responsibility)**

Awarded to: Phoenix Air Group, Inc.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 42	
2. CONTRACT NO. HTC711-12-D-R001		3. AWARD/EFFECTIVE DATE 01-Dec-2011		4. ORDER NUMBER		5. SOLICITATION NUMBER HTC711-11-R-R001	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME BRITA M. DORSEY		b. TELEPHONE NUMBER (No Collect Calls) 618-220-7049		8. SOLICITATION ISSUE DATE 08-Apr-2011	
9. ISSUED BY CODE HTC711 USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357 TEL CONTACT BUYER FAX: CONTACT BUYER		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS: 481211		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS Net 30 Days	
15. DELIVER TO 17 AF FM - ASHWOOD, JOHNNY MSGT AF BPN NO MILBILLS PROCESSES UNIT 10340 BLDG 413 RM 213 APO AE 09094-0340		CODE F9NT31		16. ADMINISTERED BY SEE ITEM 9		CODE	
17a. CONTRACTOR/OFFEROR CODE 1CK27 PHOENIX AIR GROUP, INC. TRACEY, BOB 100 PHOENIX AIR DR SW CARTERSVILLE GA 30120-8896 TEL 770-387-2000 FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE F7890 DFAS-EU ATTN LM - F78900 UNIT APO AE 09227-3122					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24.
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$4,107,000.0	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. REF:				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER 		31c. DATE SIGNED 29-Nov-2011	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Robert F. Tracey, Vice President		30c. DATE SIGNED 01 DEC 2011		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) PAMELA S. HALL / CONTRACTING OFFICER TEL: 618-220-7066 EMAIL: pamelahall@ustrancom.mil			

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

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

#7

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

PAGE 2 OF 42

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

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

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

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

42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Ferry Miles FFP Aircraft Ferry-In cost to mission origination location and Aircraft Ferry-Out cost at mission completion may not to exceed the cost that would be paid for ferry to/from the contractors main base of operation. "Minimum Guarantee is \$2,500.00". The maximum contract ceiling is \$9M. (POP 1 Dec 2011 - 30 Nov 2012). Offeror must complete fill-in (Base of operation ie, headquarter, home station) below: Home Base of Operation: Cartersville-Bartow County Airport (KVPC) FOB: Destination SIGNAL CODE: A	200,000	Miles	\$10.75	\$2,150,000.00

MAX
NET AMT

\$2,150,000.00

ITEM NO	SUPPLIES SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		25,000	Lot	\$11.00	\$275,000.00

Actual Mission Miles

FFP

Actual mission miles flown in support of USAFRICOM contract from Stuttgart, Germany to various destinations IAW Attachment 1, Performance Work Statement. (POP 1 Dec 2011 - 30 Nov 2012).

Advance notice will be given when practical. The rate of \$11.00 per mile will be paid for missions ordered 168 hrs + prior to execution.

FOB: Destination
SIGNAL CODE: A

MAX NET AMT	\$275,000.00
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ITEM NO	SUPPLIES SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		25,000	Lot	\$11.25	\$281,250.00

Actual Mission Miles

FFP

Actual mission miles flown in support of USAFRICOM contract from Stuttgart, Germany to various destinations IAW Attachment 1, Performance Work Statement. (POP 1 Dec 2011 - 30 Nov 2012).

Advance notice will be given when practical. The rate of \$11.25 per mile will be paid for missions ordered 120 hrs - 167:59 hrs prior to execution.

FOB: Destination
SIGNAL CODE: A

MAX NET AMT	\$281,250.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		50,000	Lot	\$11.50	\$575,000.00

Actual Mission Miles

FFP

Actual mission miles flown in support of USAFRICOM contract from Stuttgart, Germany to various destinations IAW Attachment 1, Performance Work Statement. (POP 1 Dec 2011 - 30 Nov 2012).

Advance notice will be given when practical. The rate of \$11.50 per mile will be paid for missions ordered 72 hrs - 119:59 hrs prior to execution.

FOB: Destination

SIGNAL CODE: A

MAX
NET AMT

\$575,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005		25,000	Lot	\$11.75	\$293,750.00

Actual Mission Miles

FFP

Actual mission miles flown in support of USAFRICOM contract from Stuttgart, Germany to various destinations IAW Attachment 1, Performance Work Statement. (POP 1 Dec 2011 - 30 Nov 2012).

Advance notice will be given when practical. The rate of \$11.75 per mile will be paid for missions ordered 48 hrs - 71:59 hrs prior to execution.

FOB: Destination

SIGNAL CODE: A

MAX
NET AMT

\$293,750.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006		36,000	Lot	\$12.00	\$432,000.00

Actual Mission Miles
FFP

Actual mission miles flown in support of USAFRICOM contract from Stuttgart, Germany to various destinations IAW Attachment 1, Performance Work Statement. (POP 1 Dec 2011 - 30 Nov 2012).

Advance notice will be given when practical. The rate of \$12.00 per mile will be paid for missions ordered 0 hrs - 47:59 hrs prior to execution.

FOB: Destination

SIGNAL CODE: A

MAX
NET AMT

\$432,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007		1	Lot	\$100,000.00	\$100,000.00

Reimbursables
FFP

Reimbursables such as fuel, landing fees, per diem, taxes, etc. See Attachment 1, Section 4. (POP 1 Dec 2011 - 30 Nov 2012).

FOB: Destination

SIGNAL CODE: A

MAX
NET AMT

\$100,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 OPTION	Ferry Miles FFP Aircraft Ferry-In cost to mission origination location and Aircraft Ferry-Out cost at mission completion may not to exceed the cost that would be paid for ferry to/from the contractors main base of operation. (POP 1 Dec 2012 - 30 Nov 2013). Offeror must complete fill-in (Base of operation ie. headquarter, home station) below: Home Base of Operation: Cartersville-Bartow County Airport (KVPC) FOB: Destination SIGNAL CODE: A	200,000	Miles	\$10.86	\$2,172,000.00

MAX NET AMT	\$2,172,000.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002 OPTION	Actual Mission Miles FFP Actual mission miles flown in support of USAFRICOM contract from Stuttgart, Germany to various destination IAW Attachment 1, Performance Work Statement. (POP 1 Dec 2012 - 30 Nov 2013). Advance notice will be given when practical. The rate of \$11.11 per mile will be paid for missions ordered 168 hrs + prior to execution. FOB: Destination SIGNAL CODE: A	25,000	Lot	\$11.11	\$277,750.00

MAX NET AMT	\$277,750.00
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ITEM NO	SUPPLIES SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003 OPTION	Actual Mission Miles FFP	25,000	Lot	\$11.36	\$284,000.00

Actual mission miles flown in support of USAFRICOM contract from Stuttgart, Germany to various destination IAW Attachment 1, Performance Work Statement. (POP 1 Dec 2012 - 30 Nov 2013).

Advance notice will be given when practical. The rate of \$11.36 per mile will be paid for missions ordered 120 hrs - 167:59 hrs prior to execution.

FOB: Destination
SIGNAL CODE: A

MAX NET AMT	\$284,000.00
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ITEM NO	SUPPLIES SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004 OPTION	Actual Mission Miles FFP	50,000	Lot	\$11.62	\$581,000.00

Actual mission miles flown in support of USAFRICOM contract from Stuttgart, Germany to various destination IAW Attachment 1, Performance Work Statement. (POP 1 Dec 2012 - 30 Nov 2013).

Advance notice will be given when practical. The rate of \$11.62 per mile will be paid for missions ordered 72 hrs - 119:59 hrs prior to execution.

FOB: Destination
SIGNAL CODE: A

MAX NET AMT	\$581,000.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1005 OPTION	Actual Mission Miles FFP Actual mission miles flown in support of USAFRICOM contract from Stuttgart, Germany to various destination IAW Attachment 1, Performance Work Statement. (POP 1 Dec 2012 - 30 Nov 2013).	25,000	Lot	\$11.87	\$296,750.00
<p>Advance notice will be given when practical. The rate of \$11.87 per mile will be paid for missions ordered 48 hrs - 71:59 hrs prior to execution. FOB: Destination SIGNAL CODE: A</p>					

MAX NET AMT	\$296,750.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1006 OPTION	Actual Mission Miles FFP Actual mission miles flown in support of USAFRICOM contract from Stuttgart, Germany to various destination IAW Attachment 1, Performance Work Statement. (POP 1 Dec 2012 - 30 Nov 2013).	36,000	Lot	\$12.12	\$436,320.00
<p>Advance notice will be given when practical. The rate of \$12.12 per mile will be paid for missions ordered 0 hrs - 47:59 hrs prior to execution. FOB: Destination SIGNAL CODE: A</p>					

MAX NET AMT	\$436,320.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1007 OPTION	Reimbursables FFP Reimbursables such as fuel, landing fees, per diem, taxes, etc. See Attachment 1, Section 4. (POP 1 Dec 2012 - 30 Nov 2013). FOB: Destination SIGNAL CODE: A	1	Lot	\$100,000.00	\$100,000.00
MAX NET AMT					\$100,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	Ferry Miles FFP Aircraft Ferry-In cost to mission origination location and Aircraft Ferry-Out cost at mission completion may not to exceed the cost that would be paid for ferry to/from the contractors main base of operation. (POP 1 Dec 2013 – 30 Nov 2014) Offeror must complete fill-in (Base of operation ie. headquarter, home station) below: Home Base of Operation: Cartersville-Bartow County Airport (KVPC) FOB: Destination SIGNAL CODE: A	200,000	Miles	\$11.08	\$2,216,000.00
MAX NET AMT					\$2,216,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002 OPTION	Actual Mission Miles FFP	25,000	Lot	\$11.33	\$283,250.00

Actual mission miles flown in support of USAFRICOM contract from Stuttgart, Germany to various destination IAW Attachment 1, Performance Work Statement. (POP 1 Dec 2013 – 30 Nov 2014).

Advance notice will be given when practical. The rate of \$11.33 per mile will be paid for missions ordered 168 hrs + prior to execution.

FOB: Destination
SIGNAL CODE: A

MAX NET AMT	\$283,250.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003 OPTION	Actual Mission Miles FFP	25,000	Lot	\$11.59	\$289,750.00

Actual mission miles flown in support of USAFRICOM contract from Stuttgart, Germany to various destination IAW Attachment 1, Performance Work Statement. (POP 1 Dec 2013 – 30 Nov 2014).

Advance notice will be given when practical. The rate of \$11.59 per mile will be paid for missions ordered 120 hrs - 167:59 hrs prior to execution.

FOB: Destination
SIGNAL CODE: A

MAX NET AMT	\$289,750.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004 OPTION	Actual Mission Miles FFP Actual mission miles flown in support of USAFRICOM contract from Stuttgart, Germany to various destinations IAW Attachment 1, Performance Work Statement. (POP 1 Dec 2013 – 30 Nov 2014). Advance notice will be given when practical. The rate of \$11.85 per mile will be paid for missions ordered 72 hrs - 119:59 hrs prior to execution. FOB: Destination SIGNAL CODE: A	50,000	Lot	\$11.85	\$592,500.00
				MAX NET AMT	\$592,500.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2005 OPTION	Actual Mission Miles FFP Actual mission miles flown in support of USAFRICOM contract from Stuttgart, Germany to various destinations IAW Attachment 1, Performance Work Statement. (POP 1 Dec 2013 – 30 Nov 2014). Advance notice will be given when practical. The rate of \$12.11 per mile will be paid for missions ordered 48 hrs - 71:59 hrs prior to execution. FOB: Destination SIGNAL CODE: A	25,000	Lot	\$12.11	\$302,750.00
				MAX NET AMT	\$302,750.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2006 OPTION	Actual Mission Miles FFP Actual mission miles flown in support of USAFRICOM contract from Stuttgart, Germany to various destinations IAW Attachment 1, Performance Work Statement. (POP 1 Dec 2013 – 30 Nov 2014). Advance notice will be given when practical. The rate of \$12.36 per mile will be paid for missions ordered 0 hrs - 47:59 hrs prior to execution. FOB: Destination SIGNAL CODE: A	36,000	Lot	\$12.36	\$444,960.00

MAX NET AMT	\$444,960.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2007 OPTION	Reimbursables FFP Reimbursables such as fuel, landing fees, per diem, taxes, etc. See Attachment 1, Section 4. (POP 1 Dec 2013 – 30 Nov 2014). FOB: Destination SIGNAL CODE: A	1	Lot	\$100,000.00	\$100,000.00

MAX NET AMT	\$100,000.00
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CONT. BLOCK 16.18 AND POP**1. Continuation of Block 16.**

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

US TRANSCOM TCAQ-R
 508 Scott Drive
 Scott AFB IL 62225-5357
 Telephone: 618-220-7066 FAX: 618-220-7918

2. Continuation of Block 18b. PAYMENT FOR CONTRACT SERVICES

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 the "Reimbursable" CLINS round invoice amounts to the nearest whole dollar.

c. Any Prompt Payment Discounts shown in Block 12, SF 1449 do not apply to reimbursables.

3. PERIOD OF PERFORMANCE. The period of performance of this contract shall be as stated in the Schedule. All flights in progress at midnight on the last day of the contract shall not be affected by the expiration of this contract.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government

DELIVERY INFORMATION

CT IN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-DEC-2011 TO 30-NOV-2012	N/A	17 AF FM - F3NT31 ASHWOOD, JOHNNY MSGT AF BPN NO MILBILLS PROCESSES UNIT 10340 BLDG 413 RM 213 APO AE 09094-0340 DSN 314-478-1753 FOB: Destination	F3NT31
0002	POP 01-DEC-2011 TO 30-NOV-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3NT31
0003	POP 01-DEC-2011 TO 30-NOV-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3NT31
0004	POP 01-DEC-2011 TO 30-NOV-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3NT31
0005	POP 01-DEC-2011 TO 30-NOV-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3NT31
0006	POP 01-DEC-2011 TO 30-NOV-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3NT31
0007	POP 01-DEC-2011 TO 30-NOV-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3NT31
1001	POP 01-DEC-2012 TO 30-NOV-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3NT31
1002	POP 01-DEC-2012 TO 30-NOV-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3NT31
1003	POP 01-DEC-2012 TO 30-NOV-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3NT31
1004	POP 01-DEC-2012 TO 30-NOV-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3NT31
1005	POP 01-DEC-2012 TO 30-NOV-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3NT31
1006	POP 01-DEC-2012 TO 30-NOV-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3NT31
1007	POP 01-DEC-2012 TO 30-NOV-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3NT31

2001	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3NT31
2002	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3NT31
2003	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3NT31
2004	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3NT31
2005	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3NT31
2006	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3NT31
2007	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3NT31

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
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-18	Contractor Policy to Ban Text Messaging While Driving	SEP 2010
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
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

CLAUSES INCORPORATED BY FULL TEXT

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2011) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this 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 and 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 type and 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 (DEC 2010) (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 \$650,000 (\$1.5 million 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) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(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)).

x 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)

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 Dec 2011 through 30 Nov 2012 (1 Dec 2012 through 30 Nov 2013 if option one is exercised, 1 Dec 2013 through 30 Nov 2014 if option two 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)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 mission, 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 10 missions per month;

(2) Any order for a combination of items in excess of 50 missions per year; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 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 30 Nov 2012 (30 Nov 2013 if option one is exercised, and 30 Nov 2014 if option two is exercised).

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at least 30 days prior to the expiration of the contract.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to expiration 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 42 Months.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2010) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5) (OCT 2010) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417)
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

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

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

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

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

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

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

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from <http://www.acq.osd.mil/dpap/pacc/cc/index.html>

(End of clause)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

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:

Chief, Business Support/Policy Division
Telephone Number: 618-220-7021 FAX: 618-220-7959

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 I (AUG 2007).

(a) This contract is conditioned upon the contractor being a commercial air taxi operator within the meaning of the Federal Aviation Act (FAA of 1958, as amended) and holding a current Air Carrier Operating Certificate in accordance with Part 127/135 of the Federal Aviation Regulations and holding a registration under Part 298 of the Department of Transportation (DOT) Regulations. Furthermore, the contractor shall not be in a suspension or temporary nonuse status in accordance with clause 5552.247-9000, "Air Safety."

(b) If at any time during the performance period of this contract the contractor is not in compliance with the requirements of paragraph (a) above, including, but not limited to, instances when the certificate demonstrating compliance with paragraph a above is (i) suspended by the pertinent regulatory body for any period of time even though the effect of the suspension is stayed pending review by a court of competent jurisdiction, (ii) canceled or revoked in its entirety by the pertinent regulatory body even though the effect of the cancellation or revocation is stayed pending review by a court of competent jurisdiction, or (iii) such certificate or interim operating authority has expired and has not been renewed, then the contracting officer may elect any one or a combination of the following courses of action:

(1) Suspend the contractor from further performance of all or any part of this contract until such time as the suspension temporary nonuse imposed by the pertinent regulatory body shall have expired or until such time as the suspension, temporary nonuse, cancellation, or revocation shall have been finally set aside, removed, or otherwise terminated. The period of suspension of this contract will begin at the time that notice thereof is given by the contracting officer to the contractor's designee named in accordance with paragraph ____ of Section ____ of this contract. All flights, which were scheduled to be flown during the time any such suspension is in effect, will be canceled. A unilateral modification reflecting the cancellation and reducing the government's obligation accordingly will be issued by the contracting officer at the termination of the period during which this contract is suspended or after the expiration of the period of performance of this contract. Any such cancellation is not for the convenience of the government and is not a termination within the meaning of clause 52.249-2, "Termination for Convenience of the Government (Fixed-Price)." Such cancellation will be accomplished at no cost to either party, and the substitute service provisions of this contract will not apply to such canceled flights.

- (2) Exercise the government's rights under the clause 5552.247-9002, "Contractor's Failure to Provide Service."
- (3) Terminate this contract in whole or in part under the procedures of the clause entitled "Default." If this contract is terminated for default pursuant to paragraph b, and if it is subsequently determined that termination for default is not appropriate, this contract shall then be considered to have been canceled pursuant to subparagraph b(4) below.
- (4) Cancel this contract in whole or in part. Any such cancellation will be accomplished by the issuance of a unilateral modification and will not be a termination under the provisions of clause 52.249-2, "Termination for Convenience of the Government (Fixed-Price)," and neither party will be liable to the other party for costs incurred as a result of such cancellation.
- (c) If at any time an air carrier ceases operations or surrenders their operating certificate to the Federal Aviation Administration (FAA), the air carrier is required to immediately notify the Contracting Officer the next business day and the DOD Commercial Airlift Division at (618) 229-4801, as well as in writing to HQ AMCA3B, 402 Scott Drive, Unit 3A1 Scott AFB IL 62225-5302, stating the circumstances for ceasing operations and/or surrendering their operating certificate.
- (End of Clause)

5552 247-9002 CONTRACTOR'S FAILURE TO PROVIDE SERVICE (AUG 2008) (Alternate III) (AUG 2008)

- (a) In the event that a contractor's aircraft is unable to depart from any station, the government may invoke remedies which are set forth in this paragraph which will neither constitute a termination within the meaning of the clause entitled "Termination for Convenience of the Government," nor in any way diminish the government's rights under Termination for Cause. The rights and remedies of the government provided for in this paragraph are not exclusive and do not give rise to government liability for costs incurred and are in addition to any other government rights and remedies provided for by law or by this contract.
- (b) Substitute Service. This term, as used herein, applies to the substitution of an aircraft to replace contractor's aircraft, which is unable to proceed from the departure station or from any en route station short of destination in accordance with schedules established pursuant to this contract. If the contractor fails to make an aircraft available for departure within 16 hours subsequent to scheduled departure time for a passenger flight or a mixed flight from an originating station or an en route station, or within 4 hours of a scheduled departure time for a passenger flight or a mixed flight from an en route station where no holding facilities for passengers are available, or within 24 hours of a scheduled departure time for a cargo flight from either the originating station or an en route station, or for any flight within such lesser time as may be agreed to by the contractor's designee, the government may: (1) cancel the requirement for further movement of the defaulted flight; (2) require the contractor to transport the defaulted passengers or cargo by substitute service within such additional time as approved by the contracting officer; (3) acquire substitute service from DOD Approved commercial sources; or (4) reschedule the defaulted flight or transport the defaulted passengers or cargo, or any portion thereof, itself. The exercise of any of these options will be in accordance with the following:
 - (1) Cancel the requirement for further performance of the defaulted flight or services. In that event, the government's obligation will be reduced by the costs directly attributable to the canceled flight or services.
 - (2) Require the contractor to obtain substitute service from another DOD-approved carrier to perform the services within such additional time as approved by the contracting officer. The contractor shall arrange for and pay directly all costs involved in performing the services by substitute aircraft. The government will pay the contractor the contract price for the services, irrespective of the amount the contractor pays for the substitute service. The substitute aircraft(s) provided by the contractor must be approved by the contracting officer and transport all passenger of the defaulted flight. In situations where the substitute aircraft(s) cannot carry all the passengers, or in lieu of a full plane charter, the contractor may, at his own expense, purchase the amount of space by common carriage or otherwise needed to transport the passengers or cargo from the defaulted flight. The contracting officer must approve purchase of such space. The government will pay the contractor the contract price for the services, irrespective of the amount the contractor pays for the space.
 - (3) Purchase substitute service from DOD-approved commercial sources. This may include use of substitute commercial charter aircraft(s) or purchase of sufficient space to transport by common carriage or otherwise the passengers or cargo from the defaulted flight. The contractor shall not be paid for the defaulted flight and shall be

charged for any reprourement costs the government had to pay for the substitute service which are in excess of the contract price.

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

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

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

(e) In the event the contractor fails to deliver any part of the GACL (pax or cargo) to manifested destination due to an accident, the contractor shall not be paid at the contract price.

(End of clause)

ATTACHMENT LIST

LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>NUMBER OF PAGES</u>
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ATTACHMENT 1 PWS

UNITED STATES AFRICA COMMAND

PERFORMANCE WORK STATEMENT CONFIGURABLE AIRLIFT MULTI-USE SERVICE

1. Description of Services:

1.1.1 The Contractor shall provide all aircraft, personnel, equipment, tools, material, maintenance, and supervision necessary to furnish air transportation services, throughout the USAFRICOM Area of Responsibility (AOR), Europe and Africa, or other destinations upon the request of the Government, via contractor-furnished aircraft. This includes all necessary expertise and personnel to accomplish the loading, unloading, load planning and manifesting of passengers and cargo.

1.1.2 The aircraft must be capable of flying from Stuttgart, Germany a range of 3200 nautical miles unrefueled with a minimum load of 10 passengers, fuel, and baggage; have a range capacity which enables the aircraft to overfly destination and continue flight to alternate location when necessary, and have an ACL of at least 3600 lbs. Reductions in range and/or ACL will be authorized depending on mission requirements. The aircraft cargo area must be capable of carrying up to 10 passengers and baggage, or up to 6800 lbs of cargo or a combination thereof. Aircraft cargo area must be reconfigurable based on customer needs. Cargo capability is to include ability to handle skid-loaded items up to 40 inches wide and 50 inches high.

1.1.3 Aircraft must be fully self-supporting with internal passenger stairs, pressurized cabin, auxiliary power unit (APU) for self-starting, and an industry standard lavatory equipped with running water and flushing toilet system.

1.1.4 Aircraft must be capable of taking-off and landing on prepared surfaced runways as short as 7,000 ft and able to operate into airfields as high as 8,000 ft MSL.

1.1.5 Aircraft must be multi-engine; turbine powered and must be able to fly in Instrument Meteorological Conditions (Equipped for Instrument Flight Rules (IFR) flight).

1.1.6 Communication Requirements: Aircraft must be configured SATCOM communications (e.g. INMARSAT). Any air time charges will be reimbursed under CLIN 0003 (and CLINS 1003 and 2003 if options are exercised).

1.1.7 Desired, but not required, Communications Equipment/Capabilities: Two additional and separate 64Kbps channels to support secure and/or non-secure voice and data operations simultaneously, with a communication system that includes the ability to manage the bandwidth separately or in a bonded mode, to the greatest extent possible, to allow ease of access to internet and reach back via VPN to office domains.

1.1.8 Aircraft shall be pressurized and have an onboard emergency oxygen system readily available for passengers.

1.1.9 Aircraft interior cabin appointments, seats, and fixtures in the aircraft shall be maintained in a safe, clean, presentable condition. Specifically, unsightly wear, holes, and unmended tears are not acceptable. Aircraft shall be equipped with adequate tie down or restraint system for baggage.

1.1.10 Substitute aircraft. When the primary aircraft is not available for service, the Contractor shall provide adequate backup aircraft from either the Contractor's own aircraft or by arrangement with other DoD approved carriers. For scheduled maintenance, a substitute aircraft must be provided to cover the time the primary aircraft is unavailable, unless authorized otherwise by the Contracting Officer. For any other unscheduled maintenance event that make the primary aircraft unavailable, the contractor must provide a substitute aircraft within 48 hours of first learning of the unavailability, unless otherwise authorized by the Contracting Officer. Aircraft substituted by the Contractor on any one flight shall meet the minimum seating and/or equipment requirements for that flight. Substitution of aircraft not listed in the List of Authorized Aircraft in the contract must be approved by the Contracting Officer.

1.1.11 Cancellations. The contractor shall not be reimbursed or compensated for flight cancellations unless the aircraft has actually begun the mission. In that case, the contractor will only be reimbursed for the actual use rate to return to point of origin.

1.1.12 Response Time. Schedules will be agreed upon by both government and contractor. The contractor will be paid at the rate identified in the schedule based on the date of notification and the actual mission execution date. The aircraft cargo area must be reconfigurable by the contractor's maintenance team within 12 hours of notification of mission profile.

1.1.13 DOD Approval and Additional Standards. The carrier **operating the aircraft** must be an approved DOD air carrier, as determined by HQ AMC/A3B and the Commercial Airlift Review Board (CARB), and must maintain this approval throughout the performance of this contract. The contractor shall comply with all FAA requirements or

equivalent CAA requirements, and with all DOD additional standards as published on the following web site:
<http://www.ame.af.mil/library/businesscustomers.asp>

1.2 Payment Calculation:

1.2.1 The Great Circle Statute Miles (GCSMs) listed between the points in the Schedule are the accepted miles for the purposes of performance and payment under this contract.

1.2.2 Where a flight must be flown between points not included in the Schedule, distances will be determined by the use of GCSMs as computed and furnished by the Commercial Operations Integrated System (COINS).

1.2.3 If the flight is put in a holding pattern or diverted, payment will be calculated by multiplying flight time minutes times the block speed of the aircraft (provided by the contractor in the LIST OF AIRCRAFT) divided by 60 and then multiplied by the unit price. Flight time minutes shall be computed from block out to block in.

1.3 Scheduling and Mission Execution:

1.3.1 For the purpose of this paragraph, the term "Schedules" means the day and time of day of the flight operation. To the extent such schedules are not specified in this contract, they shall be established by mutual agreement between the Contractor and the AFRICOM Deployment and Distribution Center (ADDOC). Schedules may be given verbally or in writing. When schedules are given verbally, the Government will confirm the schedules in writing prior to mission departure.

1.3.2 Mission Planning will be accomplished by the Contractor and passed to 617 AOC/AMD flight planners. The AMD flight planners will 'push' the mission into the GDSS2 (or G2) scheduling software for coordination with other branches and agencies. Contractor is responsible for obtaining diplomatic clearances, aircraft and aircrew clearances with assistance available from ADDOC and 617 AOC/AMD.

1.3.3 At the close of business the day prior (Friday for the weekend), missions are considered in the 'execution phase'. The 617 AOC/Mission Director (Execution Cell) will serve as monitoring agency for all missions. The pilot shall report all takeoff and landing times to the Execution Cell. AFRICOM JOC and ADDOC will call the Execution Cell for all updates on mission status. The ADDOC will coordinate mission changes with the Contractor then pass requested changes on to 617 AOC. The Execution Cell also handles all changes to missions or any other mission related issues once the mission is in the execution phase. The Execution Cell is a 24-hour control center. Their phone number is DSN 314-478-1723 (Comm: +49-(0)6371-405-1723)

1.3.4 The Contractor shall not deviate from the scheduled points of landing without prior approval of the ADDOC or 617 AOC except in a bona fide emergency.

1.3.5 In the event a flight is canceled by the contractor prior to the scheduled departure time, or substitute service is used at the point of origination of the flight or en route, due to contractor controllable reasons, movement of any aircraft into and out of scheduled service will be at the Contractor's expense. If substitute service is used the contractor will only be reimbursed up to the cost agreed upon in the contract, any additional cost will be absorbed by the contractor.

1.3.6 Extensions and En route Stops. The Contractor shall comply with all instructions issued by the ADDOC and 617 AOC pertaining to extensions of scheduled flights and en route stops. The contractor will be paid for additional miles flown and applicable stop charges resulting from Government directed route changes in accordance with paragraph 1.2 of this Performance Work Statement.

1.3.7 If a mission is delayed or diverted due to a Contractor controllable delay (includes maintenance delays), the Contractor shall provide hot meals and transportation to the feeding point if the delay extends over a normal meal period for all passengers manifested. If the delay requires an overnight stay, the Contractor is responsible for meals, transportation and billeting for those passengers manifested. If the delay or diversion is not a Contractor

controllable delay, care of the passengers shall be the responsibility of the Government. However, when requested by the Government, the Contractor shall provide billeting and transportation for all passengers manifested on a reimbursable basis. Meals and personal expenses, i.e., telephone call, TV, etc., shall not be provided.

1.3.8 The Contractor shall contact the 21st Operational Weather Squadron (21 OWS) at DSN 314-496-6116, Commercial +49(0)6302-67-6116 two hours prior to positioning the aircraft at the originating station for the purpose of obtaining weather status at destination stations. The Government and the contractor agree that the flying required under the terms of this contract will be undertaken when in the judgment of the contractor there is a reasonable expectation of completing a given flight. The responsibility for presenting the facts and conditions to show there was a reasonable expectation of completing a flight rests with the Contractor. The Government and the contractor agree that the aircraft may not be capable of transporting the full ACL under this contract due to adverse weather conditions.

1.3.9 The contractor may refuse any mission for safety of flight and/or force protection reasons. However, canceled missions must be rescheduled and flown as agreed to by the Government representative and contractor.

1.3.10 At enroute or operational stops and at locations where there is no AMC or US military presence, security for the aircraft and crew, as well as any security processing of passengers shall be the responsibility of the contractor.

1.3.11 There may be certain instances when a PHOENIX RAVEN team will be assigned to a mission based on the mission profile. PHOENIX RAVEN teams operate similar to the Federal Air Marshall (FAM) program in their role as anti-hijack personnel and may be called upon for security of the aircraft during ground time in some instances. If a PHOENIX RAVEN team is required, the team leader will make contact with the aircraft pilot-in-command to coordinate their specific duties as well as providing a crew briefing prior to mission execution. PHOENIX RAVENS will identify themselves through presentation of their military orders in conjunction with military ID card and AMC Form 1031.

1.3.12 The contractor will position the aircraft for boarding at least 15-minutes prior to scheduled departure time. Aircraft departures shall take place within 20 minutes of scheduled times. Offloading shall be accomplished within 30-minutes or less to comply with Maximum on Ground (MOG) restrictions and safety considerations.

1.3.13 The contractor shall make snacks and non-alcoholic beverages available, appropriate for the time of day, on all flights. Snacks and beverages shall be provided by the contractor at no additional cost to the Government. A heavy snack (i.e. sandwich, chips, and cookies/fruit) shall be provided for flights with a duration of 4 hours or longer.

1.3.14 Contractor personnel shall comply with all pertinent military regulations and/or directives when in base flight patterns and on military installations. Regulations can be obtained from the Airfield Operations Managers. These regulations include but are not limited to presenting valid identification for installation entrance, obtaining and using vehicle passes for all Contractor-owned vehicles, obeying all posted directives, and providing strict adherence to security police direction in instances where security police have been dispatched to a particular location.

1.4 Maintenance:

1.4.1 No scheduled maintenance except en route or turnaround service and safety of flight items will be accomplished at military installations under the terms of this contract except as otherwise authorized by the ADDOC when deemed to be in the best interests of the Government. If any maintenance service is to be performed including en route, turnaround, safety of flight or scheduled maintenance during ground time of aircraft at U.S. military airfields, the contractor will notify the Contract Administrator as follows:

1.4.1.1 Specific type of maintenance to be performed.

1.4.1.2 Anticipated duration.

1.4.1.3 Type of Government-Furnished Service desired in conjunction with performance of the turnaround or en route maintenance service.

1.4.1.4 Any reimbursable support desired in conjunction with performance of the turnaround or en route maintenance service.

1.4.2 Any change in status or type of work to be performed subsequent to initial notification to the Contract Administrator will be immediately communicated to 617 AMD. The Contracting Officer Representative (COR) and other interested base agencies will also be notified by ADDOC. Requests for reimbursable services will be passed from the 617 AMD to the COR who will arrange for performance of the required services.

1.5 Ferry-In/Ferry-Out The aircraft will not be based longer than required for mission needs at SAAF. Cost of the ferry-in/ferry-out legs will be borne by US Africa Command, but will not exceed the costs for ferry-in/ferry-out the aircraft from the contractors main base of operations at the rate identified in the schedule. The Contractor shall have current landing permits from appropriate military services. To permit use of military installations, the Contractor must obtain landing permits as follows:

1.5.1 AIR FORCE BASES. Pursuant to AFR 55-20, Landing Permit, DD Form 2401, may be secured from USTRANSCOM TCAQ-R, Scott AFB IL 62225-5357, and must be completed and forwarded to the above quoted office. In addition, Hold Harmless Agreement, DD Form 240-2, and Certificate of Insurance, DD Form 2400, must be forwarded to USTRANSCOM/TCAQ-R along with the DD Form 2401.

1.5.2 NAVY MARINE CORP AIR STATIONS. Call (202) 685-9202 or visit <https://www.navfac.navy.mil> and select the link for Civil Air Landing Permits.

1.5.3 ARMY INSTALLATIONS. Call (703) 806-4864 for instructions.

2. SERVICE DELIVERY SUMMARY

Performance Objective	SOW Paragraph	Performance Threshold
The Contractor shall maintain on-time schedule reliability.	1.3.10, 5.1.1, 5.1.2	75% Quarterly.
The Contractor shall carry the scheduled load of passengers and baggage on each flight.	1.1.2	100% of the time.
Contractor shall leave an accurate passenger manifest at departure airfields.	6.1	100% of monthly flights.
Aircrew shall provide Intransit Visibility (IV) of all departures and arrivals	6.7	100% of monthly flights.

3. GOVERNMENT FURNISHED SERVICES AND EQUIPMENT

3.1 The government will provide the following services for all landings made at military installations (originating, en route, and terminating stations) at no cost to the Contractor if available, except as otherwise provided in Paragraph 3.

3.1.1 Transient alert and ramp services to include:

3.1.2 Landing.

3.1.3 Follow-me vehicle.

3.1.4 Towing, a qualified Contractor's representative will be in the cockpit during towing operations.

3.1.5 Parking.

3.1.6 Chocking and grounding of Aircraft.

3.1.7 Positioning, connecting, operating and depositionsing of aircraft ground power unit. Contractor will provide training on Contractor-owned units.

3.1.8 Fire guard for engine starts.

3.1.9 Positioning, connecting, operating and depositionsing of engine start carts. Contractor will provide training on Contractor-owned units.

3.1.10 Positioning, operating and depositionsing of compressor for airing of struts and tires. Nitrogen may be used when available to inflate aircraft tires. A qualified contractor technical representative will be present to supervise.

3.1.11 Position, deposition and supervise the operation of aircraft axle jacks for tire changes. A technically qualified contractor representative will jack the aircraft.

3.1.12 Ramp sweeping.

3.1.13 Fo-plane service of hydraulic fluid and supply of oxygen (gaseous or LOX) on a reimbursable basis. Equipment and necessary operators will be furnished for wing de-icing at no cost; the de-icing fluid will be furnished on a reimbursable basis.

3.1.14 Maintenance stands, when required for ground servicing operations.

3.1.15 Fo-plane fuel servicing. A Contractor representative will connect/disconnect the fuel hose to/from the aircraft Single Point Refueling (SPR), and control the flow of fuel into the plane.

3.1.16 Chief Servicing Supervisor (CSS) and fuel unit monitors in accordance with T.O. 00-25-172 when a concurrent ground servicing is accomplished.

3.2 Terminal and traffic services to include:

3.2.1 Provide access to specified parking spots and flightline drivers training.

3.2.2 Fleet service.

3.2.3 Fire and crash rescue support.

3.2.4 Aircraft clearance facilities and Base Operations Support.

3.2.5 Emergency medical services to contractor aircrews and personnel on a reimbursable basis.

3.2.6 Weather forecasting.

3.2.7 Purchase of petroleum products by the contractor at any military base for use in performing services hereunder shall be in accordance with Air Force Manual 32-110, Vol I, PT III, Chapter 1. If available, petroleum products will be furnished to the contractor at Defense Energy Support Center (DESC) standard price. A credit letter is required for credit sales. Contact DESC, Fuels Branch, Commercial (210)925-4887.

3.2.8 A Supervisory Contractor Representative (SCR) will be present for supervision and control of contractor personnel equipment during aircraft fuel servicing. All concurrent aircraft refueling services will be conducted in accordance with Technical Order 00-25-172.

3.2.9 Aviation gasoline (AVGAS) is not available at any US Air Force/Army location.

3.3 Stuttgart Army Airfield (SAAF) Service Exceptions

3.3.1 Contractor must provide an aircraft tug and towbar. (This can be procured locally through the FBO's at the airport.)

3.3.2 Nitrogen is only available from the commercial side of airport from Lufthansa Airlines and only military personnel can do the work. Nitrogen must be paid for in cash.

3.3.3 De-icing cannot be conducted on the military ramp. Only the commercial side can provide this service.

3.3.4 Fresh water and toilet services are only available from the commercial side of the airport.

3.3.5 Hangar space may be provided occasionally, upon request, on a space available basis.

4. REIMBURSABLE SERVICES AND COSTS

4.1 Reimbursable expenses, listed in the Schedule, shall be identified as separate items and shall be supported by paid receipts.

4.2 The Government will reimburse the Contractor, at cost, for all airport fees assessed as a result of authorized performance under this contract. Examples of airport fees include landing and parking fees. This also includes all costs for aircraft ground handling services at destinations other than the base of operations.

4.3 Any federal transportation taxes that the Contractor is required to pay for performance of this contract shall be added to the Contractor's invoices as a separate item, and the Government shall reimburse the Contractor, at cost, for the amount of such taxes. (Reference Public Law 97-248, Tax Equity and Fiscal Responsibility Act of 1982).

4.4 In the event the Contractor is requested by the Government to care for the passengers during a mission delay or diversion, which is not a Contractor controllable delay, the Government will reimburse the Contractor, at cost, for such expenses.

4.5 In the event the contractor's crew is required to remain overnight at an enroute stop, the contractor will be reimbursed per diem rates consistent with PL 99-234, Federal Civilian Employees and Contractor Travel Expenses Act of 1985 and FAR 31.205-46(a)(2), during the performance period of this contract for each authorized overnight lodging. Food and lodging arrangements are the contractor's responsibility. Claims for food/lodging expenses shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.

4.6 Economic Price Adjustment based on Actual Cost of Fuel – Airlift: The contractor may purchase government fuel for the performance of this contract.

FUEL TYPE	BASE PRICE
JP-5	\$3.97/GL
JP-8	\$3.95/GL
Jet-A	\$3.95/GL

4.6.1 In order to protect the contractor and the government against significant market fluctuations in the price of fuel, an adjustment will be made based on actual costs incurred. Adjustments will be made as indicated below and shall be taken against the CLIN titled Fuel EPA Reimbursable.

4.6.2 Economic price adjustment (EPA) pursuant to this clause is limited to changes in the contractor's cost relative only to fuel.

4.6.3 Allowable fuel adjustments will be made upward or downward only if the price of fuel varies by more than one cent per gallon from the base price established in the contract.

4.6.3.1 When the average price per gallon paid by the contractor is greater than the established base price, the government will reimburse the contractor the difference between the price of fuel paid and the established base price.

4.6.3.2 When the average price per gallon paid by the contractor is below the established base price, the contractor will reimburse the government the difference between the price of fuel paid and the established base price. Under these circumstances, the contracting officer will issue a demand letter and funds will be reimbursed as directed.

4.6.4 Reporting requirements for adjustments are as stated in the contract, but no later than 30 days after months end.

4.6.5 The actual average cost per gallon under this EPA clause shall be rounded to four decimal positions (e.g., \$2.6308).

4.6.6 For the contracting officer to consider any request for adjustment, the contractor shall submit data that clearly supports any request for adjustment. At a minimum, the contractor shall submit: 1) total mileage flown in performance of the USTRANSCOM contract; 2) fuel costs associated with that performance; and 3) associated financial data or receipts, as required by the contract.

4.6.7 The following steps will be taken to determine the applicable adjustment:

4.6.7.1 The contractor shall submit fuel summary report NLT 30 days after mission complete and, if necessary, an invoice. The report shall include a detailed listing, by flight, of all fuel purchases, and the calculations for the average price paid. The calculation of the fuel adjustment shall be as follows: The contractor's fuel burn rate, established in Attachment 2, List of Aircraft, is multiplied by the total mileage flown in performance of the contract for the adjustment period. In the case of a substitute aircraft not listed in the schedule, the lower burn rate of the substitute aircraft or the aircraft normally used in performance of the contract shall be used.

4.6.7.2 The product is then multiplied by the difference between the average price per gallon paid and the established base price in the contract (also known as the variance).

Example:

Miles flown in support of the USAFRICOM contract = 8500
 Burn rate for aircraft type (in schedule) = 4.21 gallons per GCSM
 Base price of fuel established in the contract = \$4.00
 Actual average cost per gallon = \$4.2501

Calculation:

Miles * Burn Rate * EPA Price Variance = Adjustment

$8,500 * 4.21 - 35,785 * \$0.2501 = \$8949.83$

4.7 Communication Air Time: The Government will reimburse the Contractor, at cost, for all communication air time used by authorized passengers under this contract. Air time used by crew members or other contractor

employees shall not be reimbursed. The contractor shall provide copies of airtime bills/invoices to back up their request for reimbursement.

5. GENERAL INFORMATION

5.1 SCHEDULE RELIABILITY

5.1.1 The Contractor's schedule reliability rate shall be computed for a 6-month period by subtracting the total number of Contractor-controllable delays at the originating and en route stations during the 6-month period from the Contractor's total number of scheduled originating and en route station departures in that 6-month period, and dividing the remainder by the Contractor's total number of scheduled origination and en route station departures for the period, and finally, by stating the result as a percentage of the actual departures. This reliability rate computation shall be made as of 2400 hours GMT on the last day of each calendar month. The originating station is defined as the initial onload station of a mission.

5.1.2 A delay shall be deemed to have occurred at the originating or en route station if the Contractor's aircraft departs the blocks more than 20 minutes after the scheduled departure time, except in those instances when the aircraft arrives at the next scheduled destination on time. "If the mission is delayed more than 4 hours, the customer will have the option of cancelling the mission and be liable for payment for only the actual portions flown." The scheduled departure time shall be as established pursuant to paragraph 1.3.1. A delay at originating and en route stations, caused by factors beyond the control and without the fault or negligence of the Contractor, shall be considered as Contractor-uncontrollable; a delay for any other reason shall be considered Contractor-controllable. The Contractor-uncontrollable delay time experienced at the origination and en route stations on a mission shall be added to the scheduled departure time at the next en route station for purposes of determining the scheduled departure time at that station on that mission.

5.1.3 Failure to maintain an 75 percent schedule reliability rate per quarter could be reason for terminating this contract pursuant to FAR 52.212-4; however, nothing in this paragraph shall limit the right of the Government to terminate this contract for cause for other reasons or to limit any other rights and remedies provided the Government by law or under this contract.

5.1.4 The Contractor shall adhere to the schedule published by 617 AOC/AMD. Whenever any contractor-operator aircraft delays extend beyond the twenty-minute limit, the reason for the delay will be passed to the 617 AOC Mission Director as soon as possible. On the day of mission execution, changes to the schedule may be made by the 617 AOC. In this case, delays will be measured against the amended schedule. All requests for early departures must be routed through the 617 AOC/AMD until day of scheduled departure, at which time requests must be routed through the 617 AOC/Mission Director.

5.2 DIVERTED AND REROUTED FLIGHTS

5.2.1 The ADDOC or 617 AOC may divert or reroute any trip to any route within the same area of operation.

5.2.2 For the diverted or rerouted airlift contemplated by 5.2.1 above, the Contractor shall, in all such instances, furnish the required miles of air transportation specified in the appropriate directive in accordance with all the terms and conditions of this contract. The Contractor shall comply with all directions, including those given orally, to the ADDOC and 617 AOC concerning diverted or rerouted airlift.

5.2.3 Weather diversions and/or overflights. When diversions of overflights of any site are warranted because of weather, the following procedures will be followed:

5.2.4 The Aircraft Commander or flight dispatcher shall notify 617 AOC/Mission Director by any means available, such as assigned HF frequency, command and control or flight service station phone patch or VHF thru base operations who will in turn contact 617 AOC/Mission Director, and request instructions.

5.2.5 The Contractor shall comply with 617 AOC instructions. The Contractor shall be paid for all miles flown as directed by the 617 AOC and in accordance with paragraph 1.2.

5.2.6 If the 617 AOC does not issue diversion instructions within 15 minutes, the Aircraft Commander will exercise his best judgment and divert at his discretion.

5.2.7 If the Aircraft Commander or flight dispatcher fails to notify 617 AOC of impending diversions, or fails to follow the instructions, the Contractor shall be responsible for the care of passengers, if any, and for loading offloading and storage of cargo if required. In addition, the Contractor shall be reimbursed only for the miles set forth in the original routing, if he subsequently completes the routing. If the Contractor completes only a portion of the routing, he shall be paid accordingly.

5.3 EXCESS ACL AND ROUTE SUPPORT

5.3.1 The Contractor may transport route support items and personnel, including support for aircraft not operationally ready. The Contractor must give at least six hours advance notice whenever he requires seats for mission route support on a USTRANSCOM contracted mission. This notice shall be given to the Contracting Officer. The Contractor will not be charged for on/offloading services in connection with moving route support cargo. Route support personnel are personnel employed by the Contractor for route support and required for performance of this contract.

5.3.2 The contractor may also move its own route support items and personnel, including support for aircraft not operationally ready in space not used by the Government (excess ACL). However, in any such case, any passengers or baggage displaced by said route support will result in appropriate reduction in payment on a pro rata basis to the Contractor for such flight.

6. COMMAND AND CONTROL

6.1 The Government will provide the contractor a manifest prior to boarding. The contractor shall not permit any unauthorized personnel to board the aircraft without consent of the ADDOC and 617 AOC. The contractor shall verify passenger and cargo weights. Contractor shall leave an accurate passenger manifest at departure airfields with the local command and control authority. Contractor shall present a safety briefing to all passengers prior to takeoff.

6.2 Flight crews under this contract are required to be US citizens, speak English fluently, and possess a valid passport. Maintenance personnel are required to be US citizens, speak English fluently, and possess a valid passport.

6.3 On positioning legs, the Contractor shall call the 617 AOC after the aircraft departs for the originating station. Contractor shall advise 617 AOC of estimated arrival time at originating station, call sign, and type aircraft.

6.4 If the Contractor determines, upon departure, that the aircraft arrival time is expected to deviate by more than 15 minutes from the scheduled arrival time, contractor shall advise 617 AOC/Mission Director of the reason for the deviation and the proposed new arrival time.

6.5 In the performance of this contract, the Contractor may utilize the USAF HF Global Command and Control System, in addition to other radio frequencies listed in the appropriate Flight Information Publication (FLIP), or as provided by the Government.

6.6 On all inbound flights to Stuttgart Army Airfield, the aircraft captain shall call SAAF Base Ops as soon as feasible (no later than 30 minutes prior to ETA) with its ETA at destination and any special requirements (i.e., ambulance for medical patients).

6.7 Contractor shall provide to 617 AOC/Mission Director (Execution Cell) the departure and arrival notifications at all locations via phone, fax, radio, or satellite phone. On all departures, Contractor shall pass actual take-off time and ETA to next destination to the command and control facility. The Contractor shall notify the 617 AOC/Mission Director (Execution Cell) at DSN 314-478-1723 (Comm: +49 (0)6371-405-1723) immediately of any delay of aircraft departure including the reason thereof. The Execution Cell will alert the ADDOC and AFRICOM JOC.

7. AIR CARRIER INSURANCE REQUIREMENTS

7.1 Prior to performance of any services hereunder, the contractor shall, at its own expense, procure and maintain during the entire performance period of this contract, with financially and legally responsible insurance company or companies, minimum insurance coverage as set forth below:

7.1.1 Liability for Bodily Injury to or Death of Aircraft Passengers: A limit for each person of at least three hundred thousand dollars (\$300,000.00), and a limit for each occurrence in any one aircraft of at least an amount equal to the sum produced by multiplying three hundred thousand dollars (\$300,000.00) by the next highest whole number resulting from taking seventy-five percent (75%) of the total number of passenger seats.

7.1.2 Liability for Bodily Injury to or Death of Persons (Excluding Passengers) A limit of at least three hundred thousand dollars (\$300,000.00) for each person in any one accident, and limit of at least twenty million dollars (\$20,000,000.00) for each accident.

7.1.3 Liability for Loss of or Damage to Property: A limit of at least twenty million dollars (\$20,000,000.00) for each accident.

7.1.4 If Combined Single Limit Liability is used, the amount thereof shall be at least equal to the combined minimum prescribed above for the various categories of split limits coverage.

7.1.5 Liability payment insurance purchased pursuant to the requirements of this paragraph shall cover payment to the U.S. Government pursuant to the subrogation provisions of the Medical Care recovery Act (42 U.S.C. 2651-3) and, within the liability limitations of this contract, the cost of U.S. Government provided medical care to the extent that said insurance would cover payment of the cost of medical care in the absence of any U.S. Government obligation to provide medical care.

7.2 The Contractor will provide evidence of insurance to the Contracting Officer prior to contract award.

7.3 The Contractor will verify that all policies submitted (i) contain endorsements providing for the waiver of any right of subrogation the insurer may have against the United States by reason of any payment under the policy on account of any damage or injury in connection with the insured's use of any Government aviation facility, or the insured's purchase of services or supplies from the United States Government; and (ii) contain such provisions as the Government shall from time to time require in order to afford the Government adequate protections there under.

7.4 In the event of cancellation or material change in policy coverage, thirty (30) days prior written notice shall be given to the Contracting Officer.

8. SUPPORT AT US MILITARY INSTALLATIONS

8.1 Billeting and messing for Contractor's crews at US Military installations other than Stuttgart Army Airfield, required in support of this contract and not specifically provided for in other provisions of this contract, may be provided by the Government at the discretion of the commanding officer of the military installation involved. Any expenses incurred by the Contractor for billeting and messing for Contractor's crews shall be borne by the Contractor. Other services at military bases, where commercial services are not available, or not available on a timely basis, may be made available to the Contractor on an emergency basis only, as determined by the Contracting Officer. Aerospace Ground Equipment (AGE) and traffic handling and servicing equipment, with necessary operators, shall be furnished without charge to the Contractor. Technical services and maintenance labor provided

as well as supplies and parts issued shall be on a reimbursable basis and in accordance with and subject to the provisions of:

Air Force Installations – AFI 10-1002, page 2, para 3.4 and AFM 23-110, Vol 2, Par2, Chapter 24-Ref Maxwell
 Al B-Gunter Annex, AL. DSN 596-5186, Comm (334)416-5186.

8.2 Contractor will be permitted to utilize military telephone and radio communications facilities in those areas where commercial circuits are not available, and it is in the best interests of the Government as determined by the Contracting Officer. Contractor use of military communications facilities must be limited to transmission/reception of airlift mission support traffic and must not interfere with military command control traffic.

8.3 The Government will allow access to Base Operations Flight Planning Facilities.

8.4 The commander of Government installations at which the Contractor is required to land may make use of equipment or services not covered by the contract available to the Contractor. The contractor may be required to remove aircraft from unloading position on the ramp to designated parking area within such time as required by the local commander after unloading operations are completed. Reimbursement for the Government furnished service and or equipment will be made in accordance with the applicable regulations of the Government installations involved.

9. NOTICES AND REPORTS

9.1 Notice of Accidents – DOD Missions. When the contractor's aircraft is involved in an accident or incident in support of a DOD mission, as defined in 49 CFR, Part 830, the contractor will transmit the following information by the most expeditious means available, to the Tanker Airlift Control Center (TACC) Emergency Action Cell at Scott AFB, IL telephone (618)229-1705/1706, or 0360. On the next business day, notification must also be made to the Contracting Officer identified in the contract and to HQ AMC/A3B.

(1) Carrier and trip number, (2) aircraft type and number, (3) date and time of accident, (4) last point of departure and point of intended landing of the aircraft, (5) nature of the accident and the extent of damage to the aircraft so far as is known, (6) total number of crew members and passengers on board, (7) number of injured and fatalities aboard the aircraft, and (8) condition of baggage or government owned material, if any, on board.

9.2 Notice of accidents – Non DOD Missions. When the contractor's aircraft is involved in any accident or incident in support of a non-DOD mission, as defined in 49 CFR, Part 830, the contractor will transmit the information in paragraph 4.1 above by the most expeditious means available on the next business day to HQ AMC/A3B, Scott AFB IL (618)229-4801 or 4343.

9.3 Aircraft Medical Incidents. Report all aircraft medical incidents in flight, or while DOD passengers are under control of the aircraft captain, to the first available QAE or CO, at the next en route station for in flight incidents, or the station where the incident occurs.

9.4 DOD Casualties. In cases where death occurs on a contractor's aircraft, the following information shall be furnished by telephone to the addresses below, with an information copy to USTRANSCOM/TCAQ-R: Name, service number and component of service identified as: Army-USA, Air Force-USAF, Navy-USN, Marine Corps-USMC, and Coast Guard-USCG. The following is a list of phone numbers for service casualty offices:

Army (800) 626-3317	Navy and Coast Guard: (800) 368-3202
Marines: (800) 847-1597	Air Force: (800) 433-0048
USTRANSCOM/TCAQ-R via fax at (618) 256-6419	

9.5 Safety and Financial Information. As required by the Air Safety Clause at USTRANSCOM FAR Supplement 5552.247-9000, the contractor must satisfy the requirements of 32 CFR, Part 861, Section 861.3. The DOD will conduct periodic evaluations to assess the contractor's ability to perform safely. To complete the evaluation, the

government may contact the contractor in order to obtain information bearing upon the contractor's practices, resources, and capabilities. Upon request, the contractor shall provide data pertinent to such evaluations, including current audited financial statements, to HQ AMC/A3B, 402 Scott Drive, Unit 3A1, Scott AFB IL 62225-5302.

NOTE: Data furnished pursuant to this paragraph may be utilized by the U.S. Government or its representatives for any matter related to this contract.

10. SUBMISSION OF COLLECTIVE BARGAINING AGREEMENTS

The Contractor agrees to provide the Contracting Officer, upon request, a copy of any Collective Bargaining Agreement applicable to employees performing this contract.

11. INSTALLATION RULES AND REGULATIONS

The rules and regulations of the installation where services are performed shall apply to the contractor and his employees while on the premises of such installation. These regulations include but are not limited to: presenting valid identification for base entrance, obtaining and using vehicle passes for all contractor-owned and/or privately-owned vehicles, obeying all posted directives, and providing strict adherence to security/military police direction in instances where security/military police have been dispatched to a particular location.

12. AIRFIELD SUITABILITY AND RESTRICTIONS/CERTIFICATION AIRFIELDS

12.1 Contractors are reminded that airfield restrictions exist at certain military and commercial airfields worldwide. An Air Mobility Command (AMC) publication, entitled "Airfield Suitability and Restrictions Report," identifies airfield restrictions specifically for AMC air crews. This publication also lists "certification airfields" which are the equivalent to FAA-designated "special airfields." These fields have unique airfield hazards and operating procedures requiring increased awareness and familiarity by air crews. This publication is prepared for use by AMC air crews and is made available to contractors for advisory purposes only. Contractors can obtain the current edition of this publication, at no cost, by contacting the following office:

HQ AMC/A3B
402 Scott Drive Unit 3A1
Scott AFB IL 62225-5302
Telephone: (618) 229-4801
Fax: (618) 256-5937

12.2 Additionally, DOD through the Defense Audio Visual Information Services (DAVIS), produces "Airport Qualification Program" (AQP) videos for some certification airfields. These are available for advisory purposes only, at no cost (one copy per contractor), by contacting the following office:

JVISDA	Telephone: (570) 895-7937/7936
Building 3, Bay 3	Fax: (570) 895-6106 or DSN 795-6106
11 Hap Arnold Blvd	E-MAIL: vibuddy@hq.afis.osd.mil
Tobyhanna, PA 18466-5102	Website: http://www.cascom.army.mil/td/td_qm/Force_Provider.htm

12.3 This contract requires that at least one pilot member of an aircrew, operating a DOD contract mission into a DOD-designated certification airfield, shall have performed pilot duties to that airfield within the past 12 months or reviewed an FAA-accepted pictorial, e.g., video, detailing airfield hazards within 30 days prior to performing the DOD contract mission.

12.4 Contractors shall ensure that air crews are adequately briefed on all restrictions at applicable airfields, including certification airfields, and properly trained before performing any DOD contract mission into these airfields.

13. ORDERS

The Ordering Officer will issue task orders for the air transportation services shown in the Schedule. Flight schedules will be provided by the 617 AOC/AMD in accordance with the Performance Work Statement, paragraph 131.

ORDERING PROCEDURES

IAW FAR 16.505, Ordering, all multiple award contractors shall be provided a fair opportunity to be considered for each task order in excess of \$3,000 pursuant to the evaluation criteria set forth below. This fair opportunity will be provided all IDIQ contract holders unless the contracting officer (or ordering officer / booker) determines that:

- a. The agency's need for the services or supplies is of such urgency that providing such opportunity to all such contractors would result in unacceptable delays.
- b. Only one such contractor is capable of providing the services or supplies at the level of quality required because the services or supplies ordered are unique or highly specialized.
- c. The task/delivery order should be issued on a sole source basis in the interest of economy or efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity pursuant to the procedures in this clause to be considered for the original order.
- d. It is necessary to place an order to satisfy a minimum guarantee.

All ordering will be accomplished at the customer/user level. The ordering officer will issue task orders based on the following criterias:

1. Aircraft Availability. Aircraft available to meet customer/user requirement.
2. US Flag Preference
3. Past Performance. The Ordering Officer will consider past performance/scheduled reliability on previous missions completed under the contract when applicable.
4. Price

14. PASSENGER BAGGAGE LIABILITY

The Contractor will be responsible and liable for the loss, damage, or destruction of the checked baggage, unchecked baggage, and items of personal property in the possession of the passenger on flights performed under this contract from the completion of loading by the Government until commencement of unloading by the Government. Contractor's liability for checked baggage is limited to the actual value thereof, not to exceed \$2,800.00 per passenger. The Contractor's liability for unchecked baggage and items will be the actual cost paid by the passenger for replacement at the time of claim. Contractor's liability for unchecked baggage and items of personal property in the possession of passengers exist only for loss, damage, or destruction occasioned by aircraft accident or otherwise caused by the Contractor. Any lower limitation of liability to which the Contractor might otherwise be entitled will not be applicable and the provisions of this paragraph will prevail over any such lower limitation. Claims for lost or damaged baggage will be submitted to the Contractor on AMC Form 134 (Baggage Irregularity Report).

15. POST AWARD CONFERENCE

A Post Award Conference will be held after contract award and prior to commencement of any work on this contract. The contractor's authorized representative shall attend the Post Award Conference. Exact date, time, and location will be provided in writing by the contracting officer at least 7 days prior to the conference.

16. PERFORMANCE OF SERVICES DURING CRISIS DECLARED BY THE PRESIDENT OR SECRETARY OF DEFENSE OR OVERSEAS COMBATANT COMMANDER In the event of a declared crisis, the contractor is not relieved from the requirements of this contract.

17. ABBREVIATIONS AND DEFINITIONS

Air Mobility Command (AMC)
 Air Mobility Division (AMD)
 Calendar Day. The time from midnight to midnight.
 Charter Service. Transportation of cargo and passengers in full planeload lots on commercial aircraft.
 Contracting Officer (CO)
 Contracting Officer Representative (COR), A COR is responsible for performing surveillance and inspections of contractor performance.
 Department of Defense (DOD)
 Department of Transportation (DOT)
 Estimated Time of Arrival (ETA)
 Federal Aviation Administration (FAA)
 Legal Public Holidays. Holidays in each calendar year identified as follows:
 New Year's Day, January 1;
 Martin Luther King's Birthday, the third Monday in January;
 President's Day, the third Monday in February;
 Memorial Day, the last Monday in May;
 Independence Day, July 4;
 Labor Day, the first Monday in September;
 Columbus Day, the second Monday in October;
 Veteran's Day, November 11;
 Thanksgiving Day, the fourth Thursday in November; and
 Christmas Day, December 25.
 Military Agencies. The Department of the Army, the Department of the Navy, the Department of the Air Force, the United States Marine Corps, the National Guard Bureau, other officers and agencies of the Department of Defense, and the United States Coast Guard.
 Phoenix Raven (PR) - The PR teams will deter, detect, and counter threats to DoD personnel and aircraft by performing close-in aircraft security; advising aircrews on force protection measures; accomplishing airfield assessments to document existing security measures and vulnerabilities and assist aircrew members in the performance of their duties, when not performing PR duties.
 United States Transportation Command (USTRANSCOM)

ATTACHMENT 2 WAWF

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

CONTRACT (number)

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

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

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

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

1. CONTRACT NUMBER:	HTC711-12-D-R001	
2. CAGE CODE:		
3. PAY OFFICE DODAAC:	F87700	
4. TYPE OF DOCUMENT:	COMBO	
5.INSPECTION/ACCEPTANCE:	DESTINATION	
6. ISSUE DATE:	1 DEC 2011	
7. ISSUE BY DODAAC:	HTC711	
8. ADMIN DODAAC:	HTC711	
9. INSPECT BY DODAAC:	HTC711	PLUS SIX EXT: <input type="text"/>
10. SERVICE ACCEPTOR / SHIP To:	HTC711	PLUS SIX EXT: <input type="text"/>

ATTACHMENT 3 TYPE AIRCRAFT

LIST OF AIRCRAFT (Applicable to all contract periods.)

The contractor agrees that the following aircraft identified by tail numbers will be either owned or controlled by the company in such a manner as to assure complete control over the aircraft for the performance of this contract. Additional contractor-owned or controlled aircraft may be added or deleted during the period of this contract only with the concurrence of the Contracting Officer and after the aircraft have been technically approved by the DOD Air Carrier Survey Team.

Type Aircraft	Tail Number	# of Pax Seats	Empty Weight	Max Gross Take-Off Wt.	Fuel Burn Rate*	Range (GCSM) with 10 pax/6800 lb ACL	Max. ACL

Gulfstream III	N163PA	10	38,091 lbs.	69,700 lbs.	1.25	3,680 lbs.	6800 lbs.
Gulfstream III	N173PA	10	38,091 lbs.	69,700 lbs.	1.25	3,680 lbs.	6800 lbs.

* GALLONS USED PER GCSM. Burn rates listed apply to all contract periods.

CLAUSES INCORPORATED BY FULL TEXT

5352.201-9101 OMBUDSMAN (AUG 2005)

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

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

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the Center/MAJCOM ombudsmen, Mr. Michael R. Jackson, HQ AMC/A7K, 507 Symington Drive, Scott AFB IL 62225-5022, (618) 229-0267, fax (618) 256-6668, email: Michael.jackson@scott.af.mil. Concerns, issues, disagreements, and recommendations that cannot be resolved at the MAJCOM/DRU level, may be brought by the concerned party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (703) 588-7004, facsimile number (703) 588-1067.

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

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

(End of clause)

ADDENDUM TO FAR 52.212-4

Paragraph (a) entitled "Inspection/Acceptance" is tailored to read: The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any services that have been tendered for acceptance, including on-site capability surveys, pre-flight and in-flight quality assurance surveillance observations, ramp inspections and/or cockpit observations during flights. Contracting Officer Representatives (COR) will provide credentials to the carrier's representative before embarking on the plane. The Government may also initiate performance evaluations of the contractor during all phases of this contract. The Government may require reperformance of nonconforming services at no increase in contract price. When the nonconforming services cannot be corrected by reperformance, the Government may--

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

(2) Reduce the contract price to reflect the reduced value of the services performed. If the Contractor fails to promptly perform acceptable services or to take the necessary action to ensure future performance is in conformity with contract requirements, the Government may by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the reperformance of such service.

Paragraph (f) entitled "Excusable Delays" is tailored to include the following: "In the event of an excusable delay, management must make every effort to mitigate the effects of the delay and perform in accordance with the schedules established pursuant to this contract."

Paragraph (v) is added to this clause as follows: "DIVERSIONS, AND SCHEDULE CHANGES"

(1) Diversions. The en route rerouting of a trip due to the threat of, or actual hostilities, weather, medical emergency or natural disaster, constitutes a diversion. Both the Government and the Contractor have the right to divert any trip for these reasons. The Contractor shall be paid the contract rate for Government directed diversions.

(2) Schedule Changes. Schedules may be revised upon request of either the Government or the Contractor provided the requester provides a minimum of 12 hours notice prior to the scheduled departure of the trip involved and the requested change is mutually agreed upon.

STAFF SUMMARY SHEET

	TO	ACTION	SIGNATURE (Surname), GRADE AND DATE		TO	ACTION	SIGNATURE (Surname), GRADE AND DATE
1	TCAQ	Coord	<i>Rabel</i> 17 May 12	6			
2	TCJA	Coord	<i>Walt</i> 18 May 12	7			
3	TCPA	Coord	<i>John</i> 22 May 12	8			
4	TCCS	Sign	<i>Bill</i>	9			
5	TCCS-IM	Process	<i>Bill</i> 30 Jan 12	10			

SURNAME OF ACTION OFFICER AND GRADE
JoLynn Bien, Civ

SYMBOL
TCCS-FO

PHONE
220-4100

TYPIST'S
INITIALS
jlb

SUSPENSE DATE

SUBJECT

USTC FOIA 12-24, Final Response to Requester and Notification to Vendor Intent to Release Contract HTC711-12-D-R001 (USAFRICOM AOR)

DATE

20120503

SUMMARY

1. Notification to vendor, Phoenix Air Group, Inc., intent to release vendor-provided material and final response to requester for TCCS signature is at Tab 1.
2. Ms. Koshka Wright, GovPartners, request contract HTC711-120D-R001, Configurable Airlift Multi-Use Service (USAFRICOM AOR). FOIA request is at Tab 2.
3. TCAQ Memo, w/o attachments, 19 Jan 12, is at Tab 3. TCAQ input indicated that vendor pricing was extracted directly from the submitted proposal into the contract which required submitter notice.
4. TCCS-FO Memo, Submitter Notice, 25 Jan 12, w/attachments is at Tab 4.
5. Phoenix Air's response to Submitter Notice, 22 Feb 12, is at Tab 5. Submitter requested that all pricing in the contract be withheld from the FOIA requester. TCJA legal review, Memo in Support of Agency Action, 2 May 12, states: "We should release the Phoenix contract information to the FOIA requester without redaction. TCJA legal review is at Tab 1, Attachment 1.

RECOMMENDATION

6. TCCS sign final notification to Phoenix Air, intent to release, and final response to FOIA requester (Tab 1).

JoLynn J. Bien

JOLYNN J. BIEN
Chief, FOIA, Privacy Act & Civil Liberties

Attachments

1. Final Notification to Submitter & FOIA Requester for TCCS Signature
2. FOIA Request
3. TCAQ Memo, 19 Jan 12, w/o Attachments
4. TCCS-FO Submitter Notice, 25 Jan 12, w/Attachments
5. Phoenix Air's Response to Submitter Notice, 22 Feb 12

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