


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 43					
2. CONTRACT NO. HTC711-07-D-0019		3. AWARD/EFFECTIVE DATE 16-Jul-2007		4. ORDER NUMBER		5. SOLICITATION NUMBER HTC711-07-R-0008					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CYNTHIA L. STROUT			b. TELEPHONE NUMBER (No Collect Calls) 618-256-4300		6. SOLICITATION ISSUE DATE 12-Apr-2007				
9. ISSUED BY USTRANSCOM COMMAND ACQUISITION 508 SCOTT DR SCOTT AFB IL 62225-5357 TEL: 618-256-4300 FAX: 618-256-9600		CODE HTC711		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 481211 SIZE STANDARD: 1500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 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 USTRANSCOM COMMAND ACQUISITION MARY P. CHAPIE 508 SCOTT DR SCOTT AFB IL 62225-5357		CODE HTC711		16. ADMINISTERED BY <div style="text-align: center; font-weight: bold;">SEE ITEM 9</div>							
17a. CONTRACTOR/OFFEROR KALITTA CHARTERS, LLC STEVE GREEN 843 WILLOW RUN AIRPORT YPSILANTI MI 48198-0899 TEL: 423-587-1462		CODE 3CV79 FACILITY CODE		18a. PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SERVICE ATTN: DFAS-BAA SD/CC PO BOX 369020 COLUMBUS OH 43236-9020							
<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 checked="" type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		SEE SCHEDULE									
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) <div style="text-align: center; font-weight: bold;">\$6,000,000.00 EST</div>					
<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 checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED											
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE <input checked="" type="checkbox"/> OFFER DATED 08-May-2007 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 				31c. DATE SIGNED 13-Jul-2007			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED				31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) MARIE T. PENDERGAST / CONTRACTING OFFICER TEL: 618-256-4300 EMAIL: marie.pendergast@ustranscom.mil			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 43	
2. CONTRACT NO. HTC711-07-D-0019		3. AWARD/EFFECTIVE DATE 16-Jul-2007		4. ORDER NUMBER		5. SOLICITATION NUMBER HTC711-07-R-0008	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CYNTHIA L. STROUT				b. TELEPHONE NUMBER (No Collect Calls) 618-256-4300	
9. ISSUED BY USTRANSCOM COMMAND ACQUISITION 508 SCOTT DR SCOTT AFB IL 62225-5357 TEL: 618-256-4300 FAX: 618-256-9600		CODE HTC711		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 481211 SIZE STANDARD: 1500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR KALITTA CHARTERS, LLC STEVE GREEN 843 WILLOW RUN AIRPORT YPSILANTI MI 48198-0899 TEL: 423-587-1462		CODE 3CV79		16a. PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SERVICE ATTN: DFAS-BAASD/CC PO BOX 369020 COLUMBUS OH 43236-9020			
FACILITY CODE		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>					
		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$6,000,000.00 EST	
<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 checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 43	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)		
			42b. RECEIVED AT (Location)		
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

Section SF 30 - BLOCK 14 CONTINUATION PAGE

AIRCRAFT TYPE

AIRCRAFT TYPE BEING PROPOSED FOR THIS CONTRACT:

TYPE OF AIRCRAFT FALCON 20QUANTITY 4AIRCRAFT BLOCK SPEED/HOUR 400 Miles per HourFUEL BURN RATE/HOUR 364 Gallons per HourAIRCRAFT AVAILABLE SEATS 2 Crew/ 2 Jumpseats/ 4 TotalAIRCRAFT RANGE 1200 Great Circle Statute MilesAIRCRAFT TOTAL PAYLOAD 5,500 lbsSEAT TYPE/QUANTITY 2 jumpseats (upgrade to airline seats in progress)MINIMUM GUARANTEE

The minimum guarantee on this contract will be the basing cost for the base period of the contract. The initial task order will order and fund the minimum guarantee. This guarantee will be stated in dollars and may be satisfied by a combination of the basing cost and actual miles flown. The maximum quantity to be ordered under this contract will be established as 360,000 miles per month for the term of the contract. Services will be ordered and funded on individual task orders.

PRE PERFORMANCE CONFERENCE**POST AWARD PRE-PERFORMANCE CONFERENCE**

If necessary, the Contractor shall attend a post-award conference, prior to the start of performance. This conference will be conducted by the Contracting Officer, and the contractor, at a minimum, shall be represented by his designated agent. The Contractor shall be notified of the exact time and location of the conference not later than (7) days prior to the scheduled conference date.

Section SF I449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		244	Each	\$2,000.00	\$488,000.00 EST

Dedicated Aircraft IAW PWS
FFP

Base Period (1 Aug 07 - 30 Sep 07): Dedicated aircraft (a minimum of four jet aircraft with cargo doors and capabilities as outlined in the Performance Work Statement (PWS). This CLIN is for the basing cost of the four dedicated aircraft at Dover AFB DE from 1 Aug 07 - 30 Sep 07. The "basing" cost is a daily price per aircraft for basing at Dover AFB. The "basing" cost will be waived on the days that an aircraft operates a mission. For example if only one aircraft flies on a given day, the basing cost will be waived for the aircraft that flies. The aircraft that do not fly on any given day will be entitled to the basing cost. This cost will not be paid when aircraft don't fly due to mechanical failure. Quantity based on max quantity of 4 aircraft per day, seven days a week for 61 days

FOB: Destination

SIGNAL CODE: A

MAX
NET AMT

\$488,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		720,000	Miles	\$4.50	\$3,240,000.00 EST

Air Transportation of Hero Remains

FFP

Base Period (1 Aug 07 - 30 Sep 07): Air Transportation of Hero Remains and Escort(s) IAW Performance Work Statement. Estimated quantity based on 360,000 miles per month for two months.

FOB: Destination

SIGNAL CODE: A

MAX
NET AMT

\$3,240,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		2,272,000	Dollars, U.S.	\$1.00	\$2,272,000.00 NTE

Reimbursables (1 Aug 07-30 Sep 07)

FFP

Base Period (1 Aug 07 - 30 Sep 07): The Contractor shall be reimbursed for food and lodging if required to remain overnight (RON) while performing this contract. Lodging and food shall not exceed the limits stated in Public Law 99-234 as provided in FAR 31.205-46(a)(2). Lodging and food arrangements are the Contractor's responsibility. Any Federal Transportation Taxes (ref Public Law 97-248, Tax Equity and Fiscal Responsibility Act of 1982) that the Contractor is required to pay in the performance of this contract shall be added to the Contractor's invoices as a separate item and the Government shall reimburse the Contractor for the amount of such taxes. In the event the Contractor is directed by the Contracting Officer's Representative (COR) to land at a civil airport, the Contractor will be reimbursed, at cost, for airport fees assessed by the airport. Airport fees include landing fees, ramp fees, and parking fees. Aviation fuel purchased for performance of this contract will be reimbursed IAW PWS Para 3.3. Or any other cost as preapproved by the Contracting Officer. The Contractor shall provide copies of paid receipts with the invoices.

FOB: Destination

SIGNAL CODE: A

MAX
NET AMT

\$2,272,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1000 OPTION	Dedicated Aircraft IAW PWS FFP Option Year 1 (1 Oct 07 - 30 Sep 08): Dedicated aircraft (a minimum of four jet aircraft with cargo doors and capabilities as outlined in the Performance Work Statement (PWS). This CLIN is for the basing cost of the four dedicated aircraft at Dover AFB DE from 1 Oct 07 - 30 Sep 08. The "basing" cost is a daily price per aircraft for basing at Dover AFB. The "basing" cost will be waived on the days that an aircraft operates a mission. For example if only one aircraft flies on a given day, the basing cost will be waived for the aircraft that flies. The aircraft that do not fly on any given day will be entitled to the basing cost. This cost will not be paid when aircraft don't fly due to mechanical failure. Estimated quantity based on 4 aircraft per day for 365 days. FOB: Destination SIGNAL CODE: A	1,460	Each	\$2,000.00	\$2,920,000.00 EST

MAX
NET AMT

\$2,920,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 OPTION	Air Transportation of Hero Remains FFP Option Year 1 (1 Oct 07 - 30 Sep 08): Air Transportation of Hero Remains and Escort(s) IAW Performance Work Statement. Estimated quantity based on 360,000 miles per month for 12 months. FOB: Destination SIGNAL CODE: A	4,320,000	Miles	\$4.50	\$19,440,000.00

MAX
NET AMT

\$19,440,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002 OPTION	Reimbursables 1 Oct 07 - 30 Sep 08 COST Base Period (1 Oct 07 - 30 Sep 08): The Contractor shall be reimbursed for food and lodging if required to remain overnight (RON) while performing this contract. Lodging and food shall not exceed the limits stated in Public Law 99-234 as provided in FAR 31.205-46(a)(2). Lodging and food arrangements are the Contractor's responsibility. Any Federal Transportation Taxes (ref Public Law 97-248, Tax Equity and Fiscal Responsibility Act of 1982) that the Contractor is required to pay in the performance of this contract shall be added to the Contractor's invoices as a separate item and the Government shall reimburse the Contractor for the amount of such taxes. In the event the Contractor is directed by the Contracting Officer's Representative (COR) to land at a civil airport, the Contractor will be reimbursed, at cost, for airport fees assessed by the airport. Airport fees include landing fees, ramp fees, and parking fees. Aviation fuel purchased for performance of this contract will be reimbursed IAW PWS Para 3.3. Or any other cost as preapproved by the Contracting Officer. The Contractor shall provide copies of paid receipts with the invoices. FOB: Destination SIGNAL CODE: A	UNDEFINED	Lot	UNDEFINED	UNDEFINED

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2000 OPTION	Dedicated Aircraft IAW PWS FFP Option Year 2 (1 Oct 08 - 30 Sep 09): Dedicated aircraft (a minimum of four jet aircraft with cargo doors and capabilities as outlined in the Performance Work Statement (PWS). This CLIN is for the basing cost of the four dedicated aircraft at Dover AFB DE from 1 Oct 08 - 30 Sep 09. The "basing" cost is a daily price per aircraft for basing at Dover AFB. The "basing" cost will be waived on the days that an aircraft operates a mission. For example if only one aircraft flies on a given day, the basing cost will be waived for the aircraft that flies. The aircraft that do not fly on any given day will be entitled to the basing cost. This cost will not be paid when aircraft don't fly due to mechanical failure. Estimated quantity based on 4 aircraft per day for 365 days. FOB: Destination SIGNAL CODE: A	1,460	Each	\$2,000.00	\$2,920,000.00 EST
MAX NET AMT					\$2,920,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	Air Transportation of Hero Remains FFP Option Year 2 (1 Oct 08 - 30 Sep 09): Air Transportation of Hero Remains and Escort(s) IAW Performance Work Statement. Estimated quantity based on 360,000 miles per month for 12 months. FOB: Destination SIGNAL CODE: A	4,320,000	Miles	\$4.50	\$19,440,000.00
MAX NET AMT					\$19,440,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002 OPTION	Reimbursables 1 Oct 08 - 30 Sep 09 COST Base Period (1 Oct 08 - 30 Sep 09): The Contractor shall be reimbursed for food and lodging if required to remain overnight (RON) while performing this contract. Lodging and food shall not exceed the limits stated in Public Law 99-234 as provided in FAR 31.205-46(a)(2). Lodging and food arrangements are the Contractor's responsibility. Any Federal Transportation Taxes (ref Public Law 97-248, Tax Equity and Fiscal Responsibility Act of 1982) that the Contractor is required to pay in the performance of this contract shall be added to the Contractor's invoices as a separate item and the Government shall reimburse the Contractor for the amount of such taxes. In the event the Contractor is directed by the Contracting Officer's Representative (COR) to land at a civil airport, the Contractor will be reimbursed, at cost, for airport fees assessed by the airport. Airport fees include landing fees, ramp fees, and parking fees. Aviation fuel purchased for performance of this contract will be reimbursed IAW PWS Para 3.3. Or any other cost as preapproved by the Contracting Officer. The Contractor shall provide copies of paid receipts with the invoices. FOB: Destination SIGNAL CODE: A	UNDEFINED	Lot	UNDEFINED	UNDEFINED

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3000 OPTION	Dedicated Aircraft IAW PWS FFP Option Year 3 (1 Oct 09- 30 Sep 10): Dedicated aircraft (a minimum of four jet aircraft with cargo doors and capabilities as outlined in the Performance Work Statement (PWS). This CLIN is for the basing cost of the four dedicated aircraft at Dover AFB DE from 1 Oct 09 - 30 Sep 10. The "basing" cost is a daily price per aircraft for basing at Dover AFB. The "basing" cost will be waived on the days that an aircraft operates a mission. For example if only one aircraft flies on a given day, the basing cost will be waived for the aircraft that flies. The aircraft that do not fly on any given day will be entitled to the basing cost. This cost will not be paid when aircraft don't fly due to mechanical failure. Estimated quantity based on 4 aircraft per day for 365 days. FOB: Destination SIGNAL CODE: A	1,460	Each	\$2,000.00	\$2,920,000.00 EST

MAX
NET AMT

\$2,920,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001 OPTION	Air Transportation of Hero Remains FFP Option Year 3 (1 Oct 09- 30 Sep 10): Air Transportation of Hero Remains and Escort(s) IAW Performance Work Statement. Estimated quantity based on 360,000 miles per month for 12 months. FOB: Destination SIGNAL CODE: A	4,320,000	Miles	\$4.38	\$18,921,600.00

MAX
NET AMT

\$18,921,600.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002 OPTION	Reimbursables 1 Oct 09 - 30 Sep 10 COST Base Period (1 Oct 09 - 30 Sep 10): The Contractor shall be reimbursed for food and lodging if required to remain overnight (RON) while performing this contract. Lodging and food shall not exceed the limits stated in Public Law 99-234 as provided in FAR 31.205-46(a)(2). Lodging and food arrangements are the Contractor's responsibility. Any Federal Transportation Taxes (ref Public Law 97-248, Tax Equity and Fiscal Responsibility Act of 1982) that the Contractor is required to pay in the performance of this contract shall be added to the Contractor's invoices as a separate item and the Government shall reimburse the Contractor for the amount of such taxes. In the event the Contractor is directed by the Contracting Officer's Representative (COR) to land at a civil airport, the Contractor will be reimbursed, at cost, for airport fees assessed by the airport. Airport fees include landing fees, ramp fees, and parking fees. Aviation fuel purchased for performance of this contract will be reimbursed IAW PWS Para 3.3. Or any other cost as preapproved by the Contracting Officer. The Contractor shall provide copies of paid receipts with the invoices. FOB: Destination SIGNAL CODE: A	UNDEFINED	Lot	UNDEFINED	UNDEFINED

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4000 OPTION	Dedicated Aircraft IAW PWS FFP Option Period (1 Oct 10 - 31 Dec 10): Dedicated aircraft (a minimum of four jet aircraft with cargo doors and capabilities as outlined in the Performance Work Statement (PWS). This CLIN is for the basing cost of the four dedicated aircraft at Dover AFB DE from 1 Oct 10- 31 Dec 10. The "basing" cost is a daily price per aircraft for basing at Dover AFB. The "basing" cost will be waived on the days that an aircraft operates a mission. For example if only one aircraft flies on a given day, the basing cost will be waived for the aircraft that flies. The aircraft that do not fly on any given day will be entitled to the basing cost. This cost will not be paid when aircraft don't fly due to mechanical failure. Quantity based on max quantity of 4 aircraft per day, seven days a week for 92 days. FOB: Destination SIGNAL CODE: A	368	Each	\$2,000.00	\$736,000.00 EST

MAX
NET AMT

\$736,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001 OPTION	Air Transportation of Hero Remains FFP Option 4 (1 Oct 10 - 31 Dec 10): Air Transportation of Hero Remains and Escort(s) IAW Performance Work Statement. Estimated quantity based on 360,000 miles per month for 3 months. FOB: Destination SIGNAL CODE: A	1,080,000	Miles	\$4.38	\$4,730,400.00

MAX
NET AMT

\$4,730,400.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002 OPTION	Reimbursables 1 Oct 10 - 31 Dec 10 COST Base Period (1 Oct 10 - 31 Dec 10): The Contractor shall be reimbursed for food and lodging if required to remain overnight (RON) while performing this contract. Lodging and food shall not exceed the limits stated in Public Law 99-234 as provided in FAR 31.205-46(a)(2). Lodging and food arrangements are the Contractor's responsibility. Any Federal Transportation Taxes (ref Public Law 97-248, Tax Equity and Fiscal Responsibility Act of 1982) that the Contractor is required to pay in the performance of this contract shall be added to the Contractor's invoices as a separate item and the Government shall reimburse the Contractor for the amount of such taxes. In the event the Contractor is directed by the Contracting Officer's Representative (COR) to land at a civil airport, the Contractor will be reimbursed, at cost, for airport fees assessed by the airport. Airport fees include landing fees, ramp fees, and parking fees. Aviation fuel purchased for performance of this contract will be reimbursed IAW PWS Para 3.3. Or any other cost as preapproved by the Contracting Officer. The Contractor shall provide copies of paid receipts with the invoices. FOB: Destination SIGNAL CODE: A	UNDEFINED	Lot	UNDEFINED	UNDEFINED

MAX
NET AMT

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-AUG-2007 TO 30-SEP-2007	N/A	N/A FOB: Destination	
0002	POP 01-AUG-2007 TO 30-SEP-2007	N/A	N/A FOB: Destination	
0003	POP 01-AUG-2007 TO 30-SEP-2007	N/A	N/A FOB: Destination	
1000	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination	
1001	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination	

1002	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination
2000	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination
2001	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination
2002	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination
3000	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Destination
3001	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Destination
3002	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Destination
4000	POP 01-OCT-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination
4001	POP 01-OCT-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination
4002	POP 01-OCT-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.219-9	Small Business Subcontracting Plan	SEP 2006
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-4	Payments Under Transportation Contracts and Transportation-Related Services Contracts	APR 1984
52.232-17	Interest	JUN 1996

52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.247-5	Familiarization With Conditions	APR 1984
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2007) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

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

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

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

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

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

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 Aug 07 through 31 Dec 10.

(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 50 miles per day, 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 the capacity of the four dedicated aircraft;

(2) Any order for a combination of items in excess of 360,000 miles per month; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the

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

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

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

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 Dec 10.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar 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 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 yrs 5 months.

(End of clause)

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

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

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

Employee Class	Monetary Wage-Fringe Benefits
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Airplane Pilot	\$24.90/\$3.01 per hour
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First Officer (Co-Pilot)	\$22.37/\$3.01 per hour
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(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 Sep 07. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 Sep 07, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.247-24 ADVANCE NOTIFICATION BY THE GOVERNMENT (APR 1984)

The Government will notify the Contractor 24 hours in advance of the number of pieces and weight of all normal shipments and the time the shipment will be available for pickup. On other-than-normal shipments, the Government will furnish additional information; e.g., dimension of oversized pieces, as necessary to determine the amount of equipment and/or manpower needed to perform the required services.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2007) (DEVIATION)

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

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

(End of clause)

TCAQ 07-03 TASK AND DELIVERY ORDER OMBUDSMAN. (Jan 2007)

In accordance with FAR 16.505(b)(5), the following individual is designated Ombudsman, for all awarded Hero Remains Transportation contracts. The Ombudsman is an independent official designated to review 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 alter or postpone the 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:

Mr. Dale J. Huegen

Deputy Director, Acquisition
Directorate of Acquisition
Telephone Number: 618-256-4300 FAX: 618-256-4702
Email Address: dale.huegen@ustranscom.mil

USTRANSCOM CLAUSES

5552.223-9001 Health and Safety on Government Installations.

As prescribed in 5523-9001 insert the following clause in solicitations and contracts:

HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (APRIL 2007)

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

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

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

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

(End of Clause)

5552.242-9000 Common Access Cards (CACs) for Contractor Personnel.

As prescribed in 5542.490-2 insert a clause substantially the same as the following clause in solicitations and contracts:

COMMON ACCESS CARDS (CACs) FOR CONTRACTOR PERSONNEL (APRIL 2007)

(a) For installation(s)/location(s) cited in the contract, contractors shall ensure Common Access Cards (CACs) are obtained by all contract or subcontract personnel who meet one or both of the following criteria:

(1) Require logical access to Department of Defense computer networks and systems in either:

(i) the unclassified environment; or

(ii) the classified environment where authorized by governing security directives.

(2) Perform work, which requires the use of a CAC for installation entry control or physical access to facilities and buildings.

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

(1) Contractors shall provide a listing of personnel authorized a CAC to the contracting officer. The contracting officer will provide a copy of the listing to the government representative in the local organization designated to authorize issuance of contractor CACs (i.e., "authorizing official").

(2) Contractor personnel on the listing shall each complete and submit a DD Form 1172-2 or other authorized DoD electronic form to the authorizing official. The authorizing official will verify the applicant's name against the contractor's listing and return the DD Form 1172-2 to the contractor personnel.

(3) Contractor personnel will proceed to the nearest CAC issuance workstation (usually the local Military Personnel Flight (MPF) with the DD Form 1172-2 and appropriate documentation to support their identification and/or citizenship. The CAC issuance workstation will then issue the CAC.

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

(d) During the performance period of the contract, the contractor shall:

(1) Within 7 working days of any changes to the listing of the contract personnel authorized a CAC, provide an updated listing to the contracting officer who will provide the updated listing to the authorizing official;

(2) Return CACs in accordance with local policy/directives within 7 working days of a change in status for contractor personnel who no longer require logical or physical access;

(3) Return CACs in accordance with local policy/directives within 7 working days following a CACs expiration date; and

(4) Report lost or stolen CACs in accordance with local policy/directives.

(e) Within 7 working days following completion/termination of the contract, the contractor shall return all CACs issued to their personnel to the issuing office or the location specified by local policy/directives.

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

5552.247-9000 Air Safety.

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

AIR SAFETY (APRIL 2007)

(a) Contractor is obligated to comply with generally accepted standards of airmanship, training, and maintenance practices and procedures. Contractor must also satisfy Department of Defense (DOD) quality and safety requirements as described in 32 CFR Part 861, Section 861.4. In addition, contractor shall comply with all provisions of applicable statutes, tenders of service, and contract terms as such may affect flight safety, as well as with all applicable Federal Aviation Administration (FAA) Regulations, Airworthiness Directives, Orders, rules, and standards promulgated under the Federal Aviation Act of 1958, as amended. Compliance with published standards may not, standing alone, constitute compliance with generally accepted standards of airmanship, training, or maintenance.

(b) The cleanliness and orderliness of an aircraft, including the visible components and surfaces thereof affect the ability to inspect an aircraft, may be valid indicators of the overall maintenance level of an aircraft, and may have a direct effect on the security and confidence of passengers. Therefore, contractor's failure to keep and maintain all such components and surfaces of the aircraft used in performance of this contract clean, orderly, and in good state of repair may be deemed a failure to comply with generally accepted standards of maintenance to the extent the failure goes beyond mere cosmetic or housekeeping deficiencies and relates in some manner to confidence in the safety, maintenance, or airworthiness of the aircraft.

(c) Should the government determine that any of the following conditions exist; it may suspend or place in temporary nonuse status contractor's further performance of airlift transportation services for the DOD:

(1) Contractor's failure to meet any of the obligations imposed by the preceding two paragraphs.

(2) Involvement of one of contractor's aircraft in a serious or fatal accident, incident, or operational occurrence (regardless of whether or not such aircraft is being used in the performance of this contract).

(3) Any other condition that affects the safe operation of contractor's flights hereunder.

(d) Such suspension shall be accomplished pursuant to the Department of Defense Commercial Air Transportation Quality and Safety Review Program (32 CFR Part 861), which is hereby incorporated in this contract by reference, or any procedures that supersede same which may be adopted by the Commander (United States Transportation Command) from time to time. The suspension procedures, including the temporary nonuse, reinstatement and appeals processes, set out therein, are binding, final, and conclusive. In no event shall suspension or temporary nonuse proceedings, regardless of outcome, give rise to any liability on the part of the government.

(e) Suspension or temporary nonuse hereunder resulting in unavailability of contractor aircraft to perform service under this contract shall be treated as failure to maintain authorization to engage in air transportation under the clause of the contract 5552.247-9001, "Requirement for Authorization to Engage in Air Transportation."

5552.247-9001 Requirement for Authorization to Engage in Air Transportation

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

REQUIREMENT FOR AUTHORIZATION TO ENGAGE IN AIR TRANSPORTATION (APRIL 2007)

(a) This contract is conditioned upon the Contractor (if the contractor is a team arrangement, applies to each team member) being an air carrier and holding a Certificate of Public Convenience and Necessity issued under Section 401 of the Federal Aviation Act (FAA of 1958, as amended), or otherwise authorized by the Department of Transportation (DOT) to engage in direct air transportation services, holding an Air Carrier's Operating Certificate issued by the FAA under Part 135 of the Federal Aviation Regulations (14 CFR 135) for airlift operated by the offeror, and participating in the CRAF, if applicable. Furthermore, the Contractor shall not be in a suspension or temporary nonuse status in accordance with clause 5552.247-9000, "AIR SAFETY."

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

(1) Suspend the contractor from further performance of all or any part of this contract until such time as the suspension, temporary nonuse, cancellation, or revocation shall have been finally set aside, removed, or otherwise terminated. The period of suspension of this contract will begin when the contracting officer notifies the contractor. Any flights that were scheduled to be flown during the time any such suspension is in effect will be canceled and the government's obligation reduced by all costs directly attributable to the canceled flights. Any such cancellation is not for the convenience of the government and will be accomplished at no cost to either party, and the substitute service provisions of this contract will not apply to such canceled flights.

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

(3) Terminate this contract for cause in whole or in part under FAR clause 52.212-4, "Contract Terms and Conditions—Commercial Items."

5552.247-9002 Contractor's Failure to Provide Service.

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

CONTRACTOR'S FAILURE TO PROVIDE SERVICE (APRIL 2007)

(a) In the event the contractor's aircraft is unable to depart from any station, the government may invoke the remedies set forth in this clause, which will not constitute a termination under FAR clause 52.212-4, "Contract Terms and Conditions—Commercial Items." The rights and remedies provided in this clause are not exclusive, do not give rise to government liability for costs incurred, and are in addition to government rights and remedies provided by law or by this contract.

(b) Substitute Service. This term means substitution of an aircraft to replace contractor's aircraft, which is unable to perform the required services. If the contractor fails to make an aircraft available to perform services under the terms of the contract, the government may:

(1) Cancel the requirement for further performance of the defaulted flight or services. In that event, the government's obligation will be reduced by the costs directly attributable to the canceled flight or services.

(2) Require the contractor to obtain substitute service from another DOD-approved carrier to perform the services within such additional time as the contracting officer may allow. The contractor shall arrange for and pay directly all costs involved in performing the services by substitute aircraft. The government will pay the contractor the contract price for the services, irrespective of the amount the contractor pays for the substitute service. The substitute aircraft provided by the contractor must be of like type, must be configured in accordance with the applicable specifications, and must be approved by the contracting officer. In lieu of, or in addition to, providing the above substitute service, the contractor may, at his own expense, purchase the amount of space by common carriage or otherwise needed to transport the passengers or cargo from the defaulted flight. The contracting officer must approve purchase of such space. The government will pay the contractor the contract price for the services, irrespective of the amount the contractor pays for the space.

(3) Purchase substitute service from commercial sources. This may include use of substitute commercial aircraft or purchase of sufficient space to transport by common carriage or otherwise the passengers or cargo from the defaulted flight. In either event, the value of the service will be deducted from the contract minimum (if applicable). The contractor will not be paid for the defaulted flight but will be charged any amount in excess of the contract price that the government had to pay for the substitute service.

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

PASSENGER AND PUBLIC LIABILITY INSURANCE

(a) General. 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, passenger and public liability insurance. The contractor shall furnish to the Contracting Officer Evidence of Insurance duly executed by the Insurer, of the insurance required by this contract.

(b) Liability insurance purchased pursuant to the requirements of this paragraph shall cover payment to the Government, pursuant to the subrogation provision of the Medical Care Recovery Act (42 USC 2651-3) and within the liability limitations of this contract, of the cost of Government provided medical care to the extent that said insurance would cover payment to injured individuals of the cost of medical care in the absence of any Government obligation to provide medical care. If a court of competent jurisdiction determines that any transportation furnished

pursuant to this contract is subject to the Warsaw Convention, 49 Stat. 30000, and the contractor is entitled to limit its liability under that Convention, then the minimum limit of insurance required by this clause shall be considered to be a "higher limit of liability agreed to by special contract" as contemplated by the last sentence of Article 22(1) of that Convention, and the Contractor agrees that it shall not with respect to any claim arising out of the death, wounding, or other bodily injury of a passenger, avail itself of any defense under Article 20(1) of the Convention. Nothing herein shall be deemed to affect the rights and liabilities of the contractor with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or bodily injury of a passenger.

(c) Split Limits Liability. The minimum limits of liability insurance coverage maintained by the contractor shall be as follows:

(1) Liability for bodily injury to or death of aircraft passengers: A limit for any one passenger 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 75 percent of the total number of passenger seats installed in the aircraft.

(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 any one person in any one occurrence, and a limit of at least two million dollars (\$2,000,000.00) for each occurrence.

(3) Liability for loss of or damage to property: A limit of at least two million dollars (\$2,000,000.00) for each occurrence.

(4) Combined Single Limit Liability.

(d) Notwithstanding the provisions of paragraph b above the contractor may be insured for a single limit of liability for each occurrence. In that event, coverage shall be equal to or greater than the combined required minimums set forth in paragraph c, above, for bodily injury, property damage, and/or passenger liability for the type of use to which such aircraft is put, as the case may be.

(e) In the case of a single limit of liability, aircraft may be insured by a combination of primary and excess policies. Such policies shall have combined coverage equal to or greater than the required minimums set forth in paragraph c, above, for bodily injury to non-passengers, property damage, and/or passenger liability for the type of use to which the aircraft is put, as the case may be.

NOTE: In the event the proposed changes to the Warsaw Convention, known as the Montreal Protocol, are approved or ratified by the United States and become effective in the United States, the Montreal Protocol will take precedence to the extent it is inconsistent with the terms of the contract regarding insurance.

CONTRACTOR ACQUIRED INSURANCE

In accordance with FAR 52.228-5, Insurance--Work on a Government Installation, the Contractor shall, at his own expense, acquire and thereafter maintain the following kinds of insurance with respect to performance under this contract:

(a) Workmen's Compensation Insurance, or equivalent workmen's compensation coverage, as required or prescribed by law, with minimum employer liability limit of \$100,000 for accidental bodily injury or death, or for occupational disease.

(b) Comprehensive General Liability with minimum limits of \$500,000 per occurrence for bodily injury.

(c) Comprehensive Automobile Liability with minimum limits of \$200,000 per person and \$500,000 per accident or occurrence for bodily injury, and \$20,000 per occurrence for property damage.

Proof of the above coverage shall be furnished to the Contracting Officer prior to performance and exercise of options.

The above insurance shall be in addition to the insurance required in above paragraph entitled PASSENGER AND PUBLIC LIABILITY INSURANCE. If any minimum insurance requirements conflict or overlap, the higher of the conflicting requirements shall govern.

LANDING PERMITS

1.0. To permit the use of military installations, the contractor must obtain landing permits as follows:

1.0.1 AIR FORCE BASES. Pursuant to AFI 10-1001 Civil Aircraft Landing Permit (DD Form 2401) may be obtained from USTRANSCOM/TCAQ-R at Scott AFB. In addition, Hold Harmless Agreement (DD Form 2402) and the Certificate of Insurance (DD Form 2400) must be completed and forwarded to the CO at Scott AFB IL. The offeror shall submit these completed forms with their offer.

1.0.2 For all other military installations, contractors will refer to the reverse of the DD Form 2401 for instructions.

NOTICES AND REPORTS

1.0 Notice of Accidents – Missions that are a Direct Result of this Contract. When a contractor's aircraft is involved in an accident or incident in support of an AMC mission and 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) 229-0360. On the next business day, notification must also be made to the CO, USTRANSCOM/TCAQ-R, Scott AFB IL (618) 229-4318.

1.0.1. Carrier and trip number

1.0.2. Aircraft type and number

1.0.3. Date and time of the accident

1.0.4. Last point of departure and point of intended landing of the aircraft

1.0.5. Nature of the accident and the extent of damage to the aircraft so far as is known

1.0.6. Total number of crew members and passengers on board.

1.0.7. Number of injured and fatalities aboard the aircraft.

1.0.8. Condition of baggage or government-owned material, if any, on board

1.1. Notice of Accidents – Missions not related to this Contract. When contractor's aircraft is involved in an accident or incident in support of a non-AMC mission and as defined in 49 CFR, Part 830, the contractor will transmit the information in paragraph 1.1.1 above by the most expeditious means available on the next business day to HQ AMC/A3B, Scott AFB IL (618) 229-4801.

1.2 Aircraft Medical Incidents. Report all aircraft medical incidents in flight, or while AMC passengers are under the control of the aircraft captain, to the first available Contracting Officers Representative (COR) or the Contract Administrator (CA), at the next enroute station for in-flight incidents, or the station where the incident occurs.

1.3. DoD Casualties. In cases where a death occurs on a Contractor's aircraft the following information shall be furnished via telephone to the numbers listed below: Name, Social Security Number (SSN), and component of service identified as Army-USA, Air Force -USAF, Navy - USN, Marine Corps - USMC, Coast Guard - USCG. The following is a list of phone numbers for service casualty offices:

U.S. Army: (800) 626-3317

U.S. Navy: (800) 368-3202

U.S. Marines: (800) 847-1597

U.S. Air Force: (800) 433-0048

Coast Guard:

Atlantic Area Operations Center: (757) 398-6390 (accidents east of the Mississippi)

Pacific Area Operations Center: (510) 437-3701 (accidents west of the Mississippi)

1.4 A faxed informational copy shall be provided to USTRANSCOM/TCAQ-R at (618) 229-4318, and TACC, ATTN: Emergency Action Cell at (618) 229-0153.

1.5 Safety and Financial Information. As required by the Air Safety Clause at USTRANSCOM FAR 5552.247-9000 AIR SAFETY (JANUARY 2007), the contractor must satisfy the requirement so 32 CFR, Part 861, 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, resource, 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 1.6 may be utilized by the U.S. Government or its representatives for any matter related to this contract.

BAGGAGE LIABILITY LIMITATION

Liability for Personal Baggage shall be commensurate with standard commercial service and practice.

PERFORMANCE PLAN

PERFORMANCE PLAN FOR AIR TRANSPORTATION OF HERO REMAINS

1.1. INTRODUCTION.

The Performance Plan (PP) has been developed in accordance with Air Force Instruction (AFI) 63-124, Performance-Based Service Acquisitions (PBSA), for the air transportation of hero remains. This PP sets forth the procedures and guidelines to be used by the Government to ensure that the contractor achieves the required performance standards as specified in the Performance Work Statement (PWS), and is based on the premise that the contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The PP focuses on the level of performance required by the PWS, not the methodology or process. The role of the Government is quality assurance to ensure contract standards are achieved.

1.2. PURPOSE. The PP is designed to accomplish the following:

1.2.1. Provide Quality Assurance Personnel (QAP)/Contracting Officer's Representative (COR) (herein referred to as COR) an effective and systematic method to survey and evaluate contractor services to determine conformity with the technical requirements of the contract.

1.2.2. Define the roles and responsibilities of participating Government officials.

1.2.3. Describe the evaluation methods that will be employed by the Government in assessing the contractor's performance.

1.2.4. Describe the process of performance documentation.

2.0. ROLES AND RESPONSIBILITIES.

2.1. The Multi-Functional Team is a customer-focused team established to plan and manage service contracts throughout the life of the requirement. Personnel assigned to the Multi-functional team are responsible for the following:

- Business/acquisition strategy development
- Acquisition Planning
- Market Research
- Requirements and solicitation development
- Source selection
- Development of PWS and PP
- Contract performance management
- Collection of Past Performance Information

2.2. Contracting Officer (CO). The CO ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract, and safeguards the interests of the government. The CO is the primary focal point for formal interface between the Government and the contractor, and ensures the contractor receives impartial, fair, and equitable treatment under the contract. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

2.3. COR. COR are responsible for the following:

- Validating contractor performance
- Providing technical assistance to the contracting office
- Providing functional continuity and stability
- Maintaining proficiency in contract surveillance procedures
- Performing surveillance in accordance with the PP and providing documentation of surveillance observations to the CO/Administrative Contracting Officer (ACO)
- Notifying the CO of any significant performance deficiencies
- Maintaining Surveillance documentation
- Participating in CPARS
- Certifying acceptance of services via Wide Area Work Flow – Receipt and Acceptance (WAWF-RA), the COR will verify the number of miles flown by the carrier and reimbursable expenses prior to acceptance.

COR training will be completed prior to conducting any inspections on the contract. Phase I training is web based. Upon completion of Phase I training, the COR will notify the Contracting Officer and the CO or the individual the CO designates will then provide Phase II training to the COR. At a minimum, COR must take refresher training annually.

3.0. METHODS OF SURVEILLANCE

Methods of surveillance that will be used in the administration of this PP are listed below. The appropriate and standardized form that is to be used for documentation of quality assurance surveillance is the locally created Surveillance Activity Checklist and monthly reports.

3.1. 100% Inspection

100% inspection is inspecting a requirement every time it occurs.

4.0. SERVICE DELIVERY SUMMARY AND SURVEILLANCE METHODS

PERFORMANCE OBJECTIVE	PWS PAR #	PERFORMANCE THRESHOLD
Departure Reliability	2.1.1.	95% of missions; computed on a monthly basis
Contractor Provide USTRANSCOM Weekly Segment/Miles Report	1.2.7.12.	100% of Missions

5.0. OBSERVATION OF NON-SDS ITEMS

The SDS does not identify every service required, but only those services considered most important for mission accomplishment. The Government retains the right to inspect for any requirement of the contract, whether or not it is designated as an SDS item. Non-SDS item services should be inspected in the same general manner as periodic surveillance items. The results of these inspections are documented and, if necessary, provided to the CO for action. The CO will handle each documented discrepancy on a case-by-case basis.

6.0. DOCUMENTATION REQUIREMENTS

6.1. Documentation is required to record, evaluate, and report the contractor's performance. Every effort should be made to make this report to the CO as accurate as possible. The COR are required to maintain accurate and detailed records of the contractor's performance and keep the CO informed. The COR must document each surveillance as it is accomplished, using a Surveillance Activity Checklist (locally developed) to record observations and provide a complete picture of the contractor's performance. Types of information that may be included are: details of inspections, conversations or meetings with the contractor, and notes or comments on the contractor's quality control plan. The following information must be included:

- Contract number
- Contract paragraph number referencing the requirement
- Short description of the requirement being surveyed
- Method of surveillance and observation
- Date, time, and location of the surveillance
- Results of the surveillance
- Signature and title of the individual accomplishing the surveillance

6.2. As the COR records the findings, he/she must be aware of each situation. Each performance item evaluated will be rated as either acceptable or unacceptable, with a narrative to identify performance that is either above or below the standard. When an item of the PP is not observed/evaluated, it will be marked as not observed.

6.3. All documentation resulting from surveillance is made a permanent part of the contract file. The COR must keep the documentation files during the term of the contract and at the conclusion of the contract (or other timeframe as specified by the CO) forward the files to the CO for inclusion in the official contract file. It is the responsibility of the COR to establish and maintain this information in a surveillance folder. The surveillance folder should include as a minimum:

- a. Contract, including Modifications

- b. Delivery Orders, including Modifications
- c. PP
- d. COR letter of designation
- e. Surveillance Records
 - (1) Written report of all inspections and timeliness.
 - (2) Written report of any deficiency.
 - (3) Any other written documentation relating to contract performance.
- f. General Correspondence

7.0. UNACCEPTABLE PERFORMANCE

7.1. The COR must record unacceptable service. The COR will evaluate the contractor's action in correcting the cited deficiency and ensure effective and timely corrective action is being obtained. Trends will be tracked and if repeated failures are annotated, action may be taken by the CO. When performance is unacceptable and not caused by Government actions, the COR will inform the contractor's representative that performance is unacceptable and why.

Contractor performance not meeting standards of performance will warrant corrective action. Corrective action may include any of the following:

Contractor must re-perform or correct the service at no additional cost to the Government.

When the nonconforming services cannot be corrected by re-performance, the Government may require the contractor to take necessary action to ensure that future performance conforms to contract requirements, and reduce the contract price to reflect the reduced value of the services performed.

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

The contract with the Contractor will be terminated for cause.

8.0. SURVEILLANCE SCHEDULE

The COR will develop a locally produced monthly Quality Assurance Personnel Schedule (surveillance schedule), based on this PP. The surveillance schedule, broken down into weekly segments, must include the following information: the contract number, week, month, and year of the evaluation across the top of the form; a column for the day of the week; and columns for areas being observed. The bottom of the form will show rows for weekly and monthly totals of performance surveillance. The schedule shall be marked "FOR OFFICIAL USE ONLY" and shall not be shown to the contractor.

9.0. CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

The Past Performance Information Retrieval System (PPIRS) is the central repository for a number of Federal past performance data reporting systems, of which CPARS is one. CPARS data can be used to effectively communicate contractor strengths and weaknesses on a given contract during a specific period of time. The COR will be assigned as the Assessing Official Representative (AOR) for input of the contractor's performance into CPARS.

ADDENDUM FAR 52.212-4**ADDENDUM TO FAR 52.212-4 – CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS
(SEP 2005)**

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

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

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

(End clause)

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**PERFORMANCE WORK STATEMENT
FOR
AIR MOVEMENT OF HUMANS REMAINS**

I. DESCRIPTION OF SERVICES:

1.1. Scope of Contract. Except as otherwise specified herein, the contractor shall provide all personnel, equipment, tools, materials, maintenance, supervision, documentation and other items and services necessary to perform air charter transportation services to transport escorts, and Human Remains (HR's) of Armed Service members who die in a combat theater of operations or who die of wounds or injuries sustained in a combat theater of operations. Missions will normally originate from the mortuary facility at Dover Air Force Base (AFB), Delaware, but in some instances may originate from other locations. Flight coverage includes the Continental United States, Alaska, Canada, Mexico, Puerto Rico, Jamaica, U.S. Virgin Islands, and other North American countries agreed upon between the contractor and the Contracting Officer at both military and commercial airfields. The contractor's base of operations shall be at Dover AFB.

1.1.1. Mission Support. Contractor shall be able to perform 4 simultaneous missions per day, with each aircraft capable of transporting two casketed human remain in air trays, and two escorts with luggage. Normally, one escort will accompany each set of human remains being transported, but in some instances two escorts will accompany one set of human remains. Contractor shall be able to perform an estimated 70 movements per month. Average distance of each trip is 1500 Greater Circle Statute Miles (GCSMs) (one way), departing from Dover AFB. All missions shall be dedicated missions, meaning that the aircraft's primary mission is the transportation of HRs and assigned escort(s). Under no circumstances are additional passengers or cargo allowed on the mission

1.1.2. Contractor Availability. Aircraft/crew shall be able to perform missions seven (7) days a week (365 days a year, including all holidays). Flight times will vary from day to day.

1.1.3. Mission Reliability. Aircraft departures shall take place within 20 minutes of scheduled departure times. Departure time, for mission departure reliability reporting purposes, is defined as "leaving the blocks".

1.1.4. Aircraft. All aircraft utilized must be licensed, operated, and maintained in accordance with all applicable rules, regulations, and standards of the Federal Aviation Administration (FAA), Federal Aviation Regulations (FAR), Department of Transportation (DOT), and Department of Defense (DOD) giving particular attention to the responsibility of the air contractor to perform air transportation with the highest degree of safety. The aircraft performing missions under this contract will not be considered public aircraft. The contractor shall have a current FAA authorization certificate to operate over routes and into the airfields specified under both Instrument Flight Rules (IFR) and Visual Flight Rules (VFR) conditions and rules. IFR capability authorization is not required for operations into airfields which do not have published IFR approach procedures.

1.2. Requirements.

1.2.1. Aircraft. The contractor shall provide pressurized fixed wing jet aircraft and must be a DoD approved carrier or obtain DoD approval prior to award of the contract.

1.2.1.1. Contractor shall provide aircraft capable of transporting a minimum of 1600 lbs (two casketed human remains and air tray (1000 lbs, 500 lbs per casketed remains), two passengers/escorts (460 lbs, 230 lbs per passenger/escort), and baggage (140 lbs, 70 lbs per passenger/escort) for 2,500 GCSMs with no more than two enroute fuel stops.

1.2.1.2. Flight Comfort Needs. The contractor shall provide a safe, clean, comfortable aircraft and passenger services in compliance with FAA regulations and commercial standards. This includes, but is not limited to, the following:

1.2.1.2.1. Cabin Environment. When the aircraft transits a commercial airport, it shall be the contractor's responsibility for positioning, operation, and de-positioning of contractor-furnished ground air conditioning or heating units to maintain cabin environment control.

1.2.1.2.2. Passenger Seating. The contractor shall provide a passenger seat(s) for escorts in the climate controlled portion of the aircraft. Within 6 months from date of award, the seat(s) shall be passenger seat(s), equivalent to commercial airline passenger standards and readily accessible to the cargo compartment of the aircraft.

1.2.1.3. Contractor Furnished Material Handling Equipment (MHE).

1.2.1.3.1. Aircraft shall be capable of allowing on/off loading of caskets in a dignified manner with the use of onboard Material Handling Equipment (MHE).

1.2.1.3.2. Onboard MHE must be used to transfer human remains, at all destination points, to awaiting ground transportation, and shall meet the following minimum requirements; capable of allowing an honor guard detail of 2 to 8 personnel to hydraulically raise, lower and transport caskets, resting in a wooden casket air tray base, from the aircraft to awaiting ground transportation in a dignified manner; carried on board the contractor's aircraft; transported on and off the contractor's aircraft without the assistance of military escorts and/or honor guard; complete dignified transfer of human remains from aircraft to MHE within 20 minutes of chalking aircraft; presentable for use in the dignified transfer; powered by a self contained internal or aircraft's electric power supply; safely support up to 500 pounds; securely, and with a high degree of stability, support the transfer of a casket, resting in a wooden casket air tray base, measuring a maximum of 38"x 92"x 23"; allow for ease of onload from contractor's aircraft; designed to ensure casket can not slide or tip off MHE.

1.2.1.3.3. If onboard MHE temporarily become inoperable for any reason, contractor shall immediately notify the Contracting Officer Representative (COR) and ensure that appropriate MHE is available at the receiving destination(s) to transfer the casket from the aircraft to awaiting ground transportation in a dignified manner. Under no circumstances is a forklift to be used for the movement or handling of the casket.

1.2.1.3.4. Caskets must be loaded and secured in accordance with applicable service regulations.

1.2.1.3.5. The contractor shall demonstrate the onboard MHE as proposed and included in this contract by reference to the Government no later than two weeks after award. If more than one type of aircraft is proposed, one of each type will be required for the demonstration. If the onboard MHE does not meet all technical requirements as determined by the technical team, the contractor will have 7 days to revise the equipment and perform a second demonstration, unless another time is agreed to by the Government. The contractor shall resolve all discrepancies resulting from the on-site demonstration at no additional cost to the Government. Failure to promptly resolve all discrepancies noted could result in adverse contractual action to include termination for cause.

1.2.2. Aircraft Maintenance. Aircraft will be maintained and operated in accordance with Federal Aviation Regulation (FAR) 135 or FAR 121.

1.2.3 Crew.

1.2.3.1. The conduct and appearance of the air crew shall be exemplarily and reflect the highest state of honor and professionalism. Air crew shall be dressed uniformly and in a manner similar to United States commercial passenger airlines crews.

1.2.3.2. Crew members shall be trained in emergency procedures and shall be responsible for supervising the safe loading/off loading and restraint of the casket, enclosed in an air tray (when used), for each flight.

1.2.3.3. All contractor personnel are required to speak English in a fluent and coherent manner. Personnel performing this contract are considered to be U.S. civilians serving with, employed by, or accompanying the Armed Forces of the United States

1.2.3.4. Aircrew members shall be trained, qualified and maintain proficiency in accordance with 32 CFR 861 and Federal Aviation Regulation (FAR) 135 or FAR 121.

1.2.3.5. Aircraft maintenance personnel shall be trained, qualified, and maintains proficiency in accordance with FAR 135 or FAR 121.

1.2.3.6. Contractor will provide enough personnel to complete the missions.

1.2.3.7. Contractor shall provide a list of all pilots and aircrew listed on the carrier's operating certificate to the Transportation Security Administration (TSA) for approval to conduct flight operations in and around the National Capital Region (NCR) Federal Restricted Zone (FRZ). Contractor shall submit initial aircrew and pilot applications to the TSA within 2 weeks of contract award, and provide updates to this list whenever pilots and aircrew are added or removed from the operating certificate.

1.2.4. Manifests.

1.2.4.1. Missions Originating at Military Airport. The Government will provide the contractor with a list of passenger names and actual weights on a passenger manifest in accordance with Defense Transportation Regulation (DTR) procedures. The contractor shall accept only those passengers whose names appear on the passenger list. Additionally, any human remains and appropriate transfer case/casket(s) will be properly processed in accordance with the DTR and an approved manifest provided to the contractor. Contractor shall maintain a copy of both the cargo and passenger manifest until mission completion and then submit to the COR.

1.2.4.2. Missions Originating at Commercial Airports. Contractor will prepare manifests when departing commercial airports. Manifest will meet FAA requirements, and at a minimum will include passenger name, rank, SSN, status (active, reserve, retired, dependent, civilian employee), name and telephone number of an emergency contact not traveling with the passenger. Contractor may use either a DD Form 2131 or commercial equivalent when completing manifests. Preferably prior to departure, but not later than 60 minutes after aircraft departure, the completed DD Form 2131 or commercial equivalent manifest will be transmitted to Air Mobility Command (AMC) via e-mail to passenger.manifest@scott.af.mil, or if e-mail is unavailable, faxed to DSN 576-3530, Commercial 618 256-3530. If using e-mail, include the mission number, departure date/time, aircraft type, and aircraft tail number in the subject line.

1.2.4.3. Intermediate Stops. Passenger manifest information will be updated at each intermediate stop at which passengers embark or debark. A copy of the passenger manifest will be left at each departure point that lacks immediate electronic access to update passenger manifest information and transmitted to AMC via e-mail to passenger.manifest@scott.af.mil, or if e-mail is unavailable, faxed to DSN 576-3530, Commercial 618 256-3530. If using e-mail, include the mission number, departure date/time, aircraft type, and aircraft tail number in the subject line.

1.2.4.4. Weight Computations. The contractor shall use DOD provided weights for planning purposes. The Government will provide the contractor actual weight no later than (NLT) 2 hours before departure time. When DOD provided weights are not available, the contractor shall use FAA weight guidelines for

planning purposes. Actual body weights, at locations where currently calibrated scales are available, shall be used when manifesting passengers.

1.2.5. Arrival and Departure Information. Contractor (crewmember or responsible dispatch office) shall report advisory arrival and departure information within ten minutes of occurrence (landing/takeoff) with the local AMC Command and Control facilities (if present) or by telephone to Tanker Air Lift Control Center (TACC)/XOCG at (618) 229-0321/0323.

Arrival (landing) and departure (takeoff) information shall include:

ARRIVAL

Mission Number
 FAA Aircraft Registration Number
 (Tail Number)
 Station
 Actual Time of Arrival (ATA)
 *Estimated Time of Departure (ETD)
 Next Station

DEPARTURE

Mission Number
 FAA Aircraft Registration Number
 (Tail Number)
 Station
 Actual Time of Departure (ATD)
 Next Station
 Estimated Time of Arrival (ETA)

*If aircraft is delayed beyond ETD, report cause of delay and estimated time aircraft will be in commission along with the revised ETD.

1.2.6. Delays. A delay shall be deemed to have occurred if the contractor's aircraft "leaves the blocks" more than 20 minutes, after scheduled departure time, from mission origination and/or intermediate station stop(s).

- The originating station is defined as the initial onload station of a mission.
- The intermediate station is defined as any stops enroute from originating station to final destination.
- Delays occurring at originating, and/or intermediate station stops, caused by factors beyond the control and without the fault or negligence of the contractor, shall be considered as contractor-uncontrollable.
 - The contractor-uncontrollable delay time experienced at the originating and/or intermediate station(s) shall be added to the scheduled departure time of the next mission leg(s) for purposes of determining scheduled departure time. Every effort should be made to meet original schedule after delays has occurred.
 - The contractor shall be responsible for providing care for the escort(s) and transported human remains during uncontrollable delays on a reimbursable basis when directed to do so by the COR. Care of escort(s) includes but is not limited to the cost of meals, lodging, transportation to/from meals and lodging, lodging arrangements, cancellation or rescheduling charges, and any other reasonable health and welfare expenses. Additional charges to the contractor do not include personal costs incurred by the escort(s). Every effort shall be made to ensure that lodging and food do not exceed the limits stated in the Joint Federal Travel Regulations and/or Joint Travel Regulations. Contractor is responsible for temporary storage (funeral home) and the transportation of human remains to and from temporary storage facility. Contractor shall inform COR of all movements to/from temporary storage before movement commences.
- Delays occurring for any other reason shall be considered contractor-controllable.
 - Contractor-controllable delay time experienced at the origination and/or intermediate station(s) shall not be added to the scheduled departure time of the next mission leg(s) for the purposes of determining scheduled departure time. The contractor is required to originate its next mission, on schedule, with its own aircraft.

- The contractor shall be responsible for providing care for the escort(s) and transported human remains on a non reimbursable basis during contractor-controllable delays. Care of escort(s) includes but is not limited to the cost of meals, lodging, transportation to/from meals and lodging, lodging arrangements, cancellation or rescheduling charges, and any other reasonable health and welfare expenses. Contractor is responsible for temporary storage (funeral home) and the transportation of human remains to and from temporary storage facility. Contractor shall inform COR of all movements to/from temporary storage before movement commences.

1.2.6.1. When a delay or deviation from itinerary or schedule occurs at any point for any reason, the contractor shall:

- Immediately notify the COR and TACC/XOCG of any flight delays that are in excess of 20 minutes from the scheduled departure time and provide any changes in arrival times at destination.
- Arrange meals for all escorts(s) manifested at the close-out time of the flight at the delay station if the delay extends over a meal period.

1.2.6.2. In the event a flight is delayed from departing an intermediate station airport, due to contractor controllable reasons, the contractor shall be responsible for onward dedicated movement of human remains and escort(s) to their final destinations Under no circumstances are human remains to be transported by commercial air without the prior approval of the COR. The contractor in coordination with COR shall take every effort to have human remains and escort(s) arrive at the scheduled arrival time.

1.2.7. General.

1.2.7.1. Caskets will be transported in a casket air tray consisting of a cardboard cover and wooden base. Cardboard cover may or may not be used based on configuration of the aircraft.

1.2.7.1.1. Contractor shall either properly dispose of casket air tray (base and cover) when left behind in the aircraft or return it to Dover Port Mortuary. Wooden base may be transported with the casket to the hearse. When disposing of cardboard cover, it must be destroyed and disposed in a manner sufficient to prevent future unauthorized or inappropriate use.

1.2.7.1.2. Contractor shall return plastic cover used to protect the American Flag when left behind in the aircraft to Dover AFB.

1.2.7.2. The U.S. Government shall be entitled to transport escorts (including their personal baggage), air trays, and caskets with human remains up to the entire capacity of the aircraft.

1.2.7.3. A contractor needing additional information concerning runways, ground operations, and other related aeronautical information can consult the current edition of the IFR - Supplement United States.

1.2.7.4. Contractor shall maintain adequate backup aircraft, either contractor's own aircraft or by arrangement with other DOD approved contractors. Any substituted aircraft will be coordinated with the COR, shall meet the minimum seating requirements, and be approved by the Contracting Officer.

1.2.7.5. The contractor shall provide the COR and TACC/XOOO with the name and telephone number of an agent who will serve as the liaison between the contractor and the flight scheduler. The agent must have authority to dispatch aircraft, adjust schedules, engage substitute aircraft, and make decisions pertinent to the airlift service in the name of the contractor. The contractor's agent shall be available by telephone 24 hours per day, seven days a week (365 days per year, including holidays).

1.2.7.6. Destinations and number of intermediate station stops will vary for each flight. Contractor shall obtain approval from COR prior to making any schedule changes. Changes must be provided to TACC/XOOO at (618) 229-4790 prior to mission execution.

1.2.7.7. Government will make every effort to scheduled missions twenty-four (24) hours in advance. Flights may need to be scheduled/rescheduled with less than twenty-four (24) hours notice based upon Service Liaison input..

1.2.7.8. The contractor shall coordinate all airlift movements with COR and TACC/XOOO prior to any mission.

1.2.7.9. After normal duty hours (0630 EST to 1530 EST), weekends and federal holidays, the contractor will contact TACC/XOCC at (618) 229-0321/0323 to coordinate itinerary changes.

1.2.7.10. Aircraft commander will coordinate with destination airfield for slot times to ensure arrival time agreed to by the COR, TACC/XOOO and the contractor are met

1.2.7.11. If necessary and authorized by the COR, contractor is authorized to Remain Over Night (RON) at other locations.

1.2.7.12. Contractor shall provide COR and Contracting Officer a weekly flight segment/miles report.

1.2.7.13. Calendar day is defined as 0001L to 2400L (EST).

1.3. Loading/Unloading.

1.3.1. Responsibilities

1.3.1.1. Contractor Responsibilities:

- a. oversee the safe loading and off-loading of aircraft in accordance with applicable regulations and individual aircraft specifications.
- b. contractor will allow Dover AFB personnel and full honor guard (2-8 personnel) and escorts (1-2 personnel) access to the aircraft for the rendering of appropriate honors and preparation for dignified transfer.
- c. weights and balances
- d. visual check of cargo load
- e. indicate approval of loading by signing the station compartment breakdown
- f. request fuel on-load one and one-half hours prior to scheduled departure time
- g. contact COR and TACC/XOCC with updates and mission delays

1.3.1.2. Government Responsibilities:

- a. accuracy of the weights entered on the form by the loading supervisor
- b. provide the actual load information to the contractor at least two hours prior to scheduled departure time for computation for actual fuel on-load
- c. loading supervisor will annotate form with actual load aboard aircraft by compartment and total weight
- d. caskets will be loaded by Dover AFB personnel and offloaded at destination by honor guard.
- e. when casket air trays are used, the cardboard cover will be removed by the escort and honor guards inside the aircraft before unloading the casket

1.3.2. Positioning. The aircraft shall be positioned at the point of origin in sufficient time to load and meet the scheduled departure time.

1.3.3. Aircraft Lighting. Lighting system will sufficiently illuminate all loading compartments of the aircraft ensuring safe conditions for loading and unloading operations.

1.3.4 Seats for Government Sponsored Personnel. Government sponsored personnel includes those individuals under military orders stating they are escorts, for human remains.

1.3.5. Upon arrival at destination, contractor shall unload MHE and make necessary preparations for the dignified transfer. Per Public Law 109-364, a Military Service honor guard detail shall participate in the off-loading and conduct the dignified transfer if airline and airport security regulations permit. The honor guard officer in charge or non-commissioned officer in charge and/or service casualty assistance officer will determine when the dignified transfer will begin. In cases where the fallen service member's family is enroute to view the dignified transfer, but has not arrived prior to scheduled arrival, the dignified transfer shall be delayed a minimum of 30 minutes from scheduled arrival time to accommodate family arrival. If family arrival time is anticipated to be in excess of 30 minutes, from scheduled arrival time, every reasonable attempt should be made to accommodate the family without delaying follow on missions.

II. SERVICE DELIVERY SUMMARY

PERFORMANCE OBJECTIVE	PWS PAR #	PERFORMANCE THRESHOLD
Departure Reliability	2.1.1.	95% of missions; computed on a monthly basis
Contractor Provide USTRANSCOM Weekly Segment/Miles Report	1.2.7.12.	100% of Missions

2.1. Performance Assessment. A cumulative assessment of performance will be conducted as follows:

2.1.1. Departure Reliability. Departure Reliability measures total “on time” departures expressed as a percentage. COR will track all departures using GDSS, and at the end of each month provide the contractor and Contracting Officer a detailed Departure Reliability report for that month to include a three month Departure Reliability moving average. The Contracting Officer will consider the contractor's Departure Reliability rate when making future awards.

- Departure Reliability shall be computed using the following formula:

$$\text{Departure Reliability} = (\text{On Time Departures} / \text{Total Departures}) * 100$$

- Total Departures: Include the total number of originating and intermediate station departures.
- On Time Departure: Includes those missions departing within 20 minutes of scheduled departure time. Contractor-uncontrollable delays will be considered as an on-time departure.
- Contractor-controllable enroute mission diverts will count as a mission delay even if the contractor departed on time.
- The contractor shall maintain 95 percent Departure Reliability rate as the minimum acceptable standard of performance during the month.
- Departure, for mission departure reliability reporting purposes, is defined as when the contractor's aircraft “leaves the blocks.”

Contractor performance will be measured on a monthly basis beginning at 0001 EST on the first day of each calendar month, and ending at 2400 EST on the last day of each calendar month. A three month rolling average will be used to determine the contractor's Departure Reliability Rate, therefore the Reliability Rate will not be calculated until three months of contract performance have occurred. If a contractor's Departure Reliability Rate falls below 95%, using the 3 month rolling average, the Government may elect to negotiate up to a 1% reduction in cost for miles flown for each mission performed during the next calendar month. For example, a Departure Reliability Rate of less than 95 percent for missions flown from January through March will result in a 1 percent reduction in payment for trip cost (miles) for the calendar month of April.

III. GOVERNMENT FURNISHED SERVICES AND EQUIPMENT When Government resources are available, the Government will furnish necessary equipment and personnel to provide the following services at military installations (originating, intermediate station, and terminating stations) at no cost to the contractor except as otherwise provided in this paragraph. The contractor shall coordinate with the base operations where performance is to occur to ensure those services needed are available to complete the mission. Lack of availability of Government equipment and personnel at military installations does not negate the contractor's responsibility to provide the service.

3.1. Transient Alert and Ramp Services. to include:

- landing.
- follow-me vehicle.
- towing.
- parking
- ramp space for 4 aircraft at Dover AFB.
- chocking and grounding of aircraft.
- positioning, connecting, operating, de-positioning of aircraft ground power unit.
- fire guard for engine starts.
- positioning, connecting, operating, and de-positioning of engine start carts.
- positioning, operation, and de-positioning of compressor for airing of struts and tires. (Nitrogen may be used when available to inflate aircraft tires on a non-reimbursable basis. Contractor shall provide supervision, required attachment fittings/service for all items.)
- position and deposition of aircraft jacks for tire changes. Military owned jack will be provided if a suitable jack is available. Contractor shall advise what capacity jack is required and shall jack all aircraft, regardless of type of jack being used (commercial or military).
- ramp sweeping.
- maintenance stands when required for ground servicing operations.
- to-plane fuel servicing. Contractor shall connect/disconnect the fuel hose to/from the aircraft Single Point Refueling (SPR).
- chief Servicing Supervisor (CSS) and fuel vent monitors in accordance with TO 00-25-172 when a concurrent ground servicing is accomplished.
- to-plane service of MIL-H-82382, aviation hydraulic fluid, or equivalent de-icing fluid and supply of oxygen (gaseous or liquid oxygen) 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.

NOTE: In an emergency, into-plane service of hydraulic fluid, supply of oxygen, de-icing fluid and servicing of struts/tires will be provided by the Government on a reimbursable basis. Contractor shall supervise emergency servicing to assure compliance with procedural requirements.

3.2. Terminal and Traffic Services. to include:

- passenger processing.
- passenger manifesting and documentation.
- passenger and crew boarding stairs/loading bridge.
- baggage handling (weigh, tag, load, and unload)

- customs clearance (Government traffic only) (if required).
- agriculture inspection (if required).
- immigration clearance (if required).
- cargo receiving, processing, documentation, and positioning for loading.
- loading, tiedown, and unloading. Loading will be in accordance with the load breakdown provided by the Contractor on AF Form 4080 or equivalent. The load supervisor will annotate the form to show the actual load.
- cargo manifesting.
- cargo handling equipment
- potable water (includes equipment and into-plane servicing).
- lavatory servicing, including positioning, hookup, operation and de-positioning of servicing unit. (Anti-freeze solution mix of approximately 50/50 potassium/acetate to water will be furnished on a non-reimbursable basis. Contractor is responsible for additional anti-freeze solution if contractor operating specifications require a stronger mix. This will be done subsequent to Government-furnished lavatory servicing.) At joint use airfields when the contractor terminates a commercial or military mission and parks the aircraft on the civil side allowing adequate time to accomplish normal fleet servicing, and then later positions the aircraft for an AMC mission, lavatory servicing will be furnished to the contractor on a reimbursable basis.
- flight line transportation for crews.
- position, connect, operate, and deposition ground air conditioning or heating units.
- high lift truck for galley servicing at those military bases where commercial catering service is not available.
- fire and crash rescue support on a reimbursable basis.
- emergency medical services to contractor air crews and personnel on a reimbursable basis in accordance with AFH 41-114.

NOTE: All of the above services, when available and not in use, will be furnished for all landings at military installations, including additional landings made due to aborted flights, irrespective of the cause of the abort. These services will also be provided at AMC operated airfields when contractor's aircraft are scheduled in a manner to preclude de-positioning to home maintenance base between missions as determined by the ACO. The contractor shall pay all required airport service fees and charges; such fees and charges are reimbursable. The fees/charges include landing and parking fees at airports that the contractor operates to/from or transits in the performance of AMC domestic contract flights.

3.3. Petroleum Products. All fuel used in direct support of this effort will be reimbursed by the Government. Contractor may purchase petroleum products at any military base or civil commercial locations for use in performing these services. The purchases shall be in accordance with Air Force Joint Instruction (AFJI) 23-207 for Air Force Installations. Paid fuel receipts shall be provided with invoices.

3.3.1. The contractor shall comply with TO 00-25-172 when concurrently servicing passenger aircraft with or without passengers aboard and cargo aircraft at USAF military installations. The contractor shall insure civilian vehicles involved in a concurrent servicing comply with standards required by TO 00-20B-5 and AFOSH Standard 91-38.

3.4. Military Agency Directives. Except as provided in paragraphs 3.1 and 3.2. above, any service furnished to the contractor at any military installation for use in performing charter service under this contract, shall be in accordance with the applicable military agency directives.

3.5. Final Approval. The Wing/Base Commander is the final authority for ground servicing operations and the overall safety associated therewith.

3.6. Military Communication Facilities. Contractor shall be permitted to utilize military telephone and record communications facilities in those areas where commercial circuits are not available and it is in the best interest of

the Government as determined by the COR. 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.

3.7. Contracting Officer Responsibilities. The COR will make every effort to provide the contractor 24 hours advance notice of scheduled departure time, all pertinent mission data (destination locations, schedule departure/arrival times, number of caskets/escorts as well as other pertinent data.). Serve as a liaison between the contractor and the Service Liaisons.

3.8. TACC/XOCG and TACC/XOOO Roles. TACC shall be the single POC for command and control purposes. TACC/XOOO provides mission planning support through the assignment of mission numbers and input of itinerary data into the Global Decision Support System (GDSS) for in transit visibility. TACC/XOCG provides command and control and makes operational decisions during mission execution.

3.9. Government-Furnished Facilities. The government will provide office space in facility 1350 (to be shared with another contractor) located in the vicinity of the contractors parked aircraft. The location has approximately 409 square feet of heated (no air conditioning) office space. In addition, one bathroom for both men and women is located in the facility. The contractor will be billed an average of \$30 per month for their share of utilities (electric, water, sewer, heat), based on using one half of the room. The Defense Finance and Accounting Service (DFAS) will send a bill to the contractor requesting a check, payable to the US Department of Treasury, be mailed to DFAS. Each contractor is responsible for cleaning its portion of the facility and providing bathroom supplies as necessary. The contractor shall be responsible for the maintenance and repair of the contractor site including utility lines and grounds upkeep. Grounds maintenance is primarily trash/debris pickup within 25 feet of the facility. The contractor is only responsible for paying for any damage contractor employees cause to utility lines. In the event of fire or any damage to the building, the contractor shall notify the Base Civil Engineer Fire Department immediately. The contractor is responsible for insuring their own contents. The government will not be liable for the contractor's property, including stock, equipment, or for expense incidental to such loss or damage. The government reserves the right to revoke the use of the office space for operational reasons or if the space is being used in an inappropriate manner.

IV. GENERAL INFORMATION

4.1. Contractor Personnel. Contractor personnel shall comply with all pertinent military regulations and/or directives when in base flight patterns and on military installations. These regulations include but are not limited to presenting valid identification for installation 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 police direction in instances where security police have been dispatched to a particular location.

4.2. Flight Scheduling. Flights may be scheduled for any time.

4.2.1. Operating Hour Restrictions. Contractor shall adhere to, and/or obtain their own waivers to all operating hour restrictions at all stations transited. However, destination arrival times will normally be scheduled between 0900L and 1930L.

4.3. Mission Number. AMC will provide the contractor with a mission number with In-Transit Visibility (ITV) for identification and tracking purposes.

4.4. Security. While on military installations or on military portions of commercial facilities, contractor and subcontractor personnel shall comply with security regulations promulgated by the military installation or activity Commander. Security regulations are directive in nature and shall be adhered to by all contractor and subcontractor personnel.

4.4.1. Operations Security (OPSEC). The contractor shall be responsible for OPSEC procedures when operating missions for the DOD to include safeguarding critical information. Contractor must ensure employees receive OPSEC training upon initial assignment to a contract with OPSEC requirements.

Information such as flight schedules, hotels where crews are staying, escort(s) and transported human remains details, return itineraries, and other facts about the mission shall be kept close hold and only communicated to persons who have a need to know this information. Flight crews should be aware of persons who are seeking information about the contractor, flights, etc. They should seek to maintain a low profile while operating DOD missions. No pictures will be taken and all requests for interviews will be cleared through COR. If the contractor has questions about OPSEC they can be addressed to the COR.

4.4.2. Aircraft Physical Security. Contractor aircraft at military installations will receive the same degree of physical security as provided military aircraft in like status. Ingress and egress procedures to and through control points and restricted or controlled areas shall be established to permit crewmembers access to their aircraft.

4.4.3. Aircraft Security. The Contractor shall establish a program to prevent unlawful seizure of aircraft.