

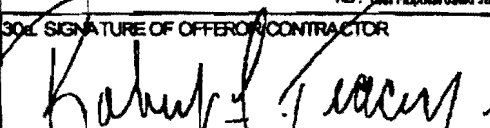
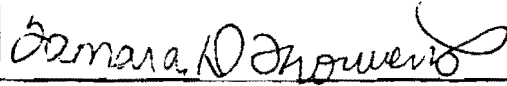
**UNITED STATES TRANSPORTATION COMMAND  
(USTRANSCOM)**

**Contract: HTC711-09-D-0001,  
1 April 2009**

**Passenger Air Charter Service – USAFRICOM Area of  
Responsibility, Europe, & the United States**

**Awarded to: Phoenix Air Group, Inc.**

Full release under USTRANSCOM FOIA 11-30

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 39	
2. CONTRACT NO. HTC711-09-D-0001		3. AWARD EFFECTIVE DATE 01-Apr-2009		4. ORDER NUMBER		5. SOLICITATION NUMBER HTC711-08-R-0022	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JOHN CLIFFORD BEASLEY		b. TELEPHONE NUMBER (No Collect Calls) 618-256-6642		8. SOLICITATION ISSUE DATE 18-Sep-2008	
9. ISSUED BY USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-6367		CODE HTC711		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 1500 NAICS: 481211		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
TEL: CONTACT BUYER FAX: CONTACT BUYER		12. DISCOUNT TERMS Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO CODE		16. ADMINISTERED BY CODE		14. METHOD OF SOLICITATION <input type="checkbox"/> RFP <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
SEE SCHEDULE		SEE ITEM 9					
17a. CONTRACTOR/OFFEROR PHOENIX AIR GROUP, INC. TRACEY, 809 100 PHOENIX AIR DR SW CARTERSVILLE GA 30120-6898		CODE 1CK27		18a. PAYMENT WILL BE MADE BY DFAS-LIMESTONE - F67100 ATTN: DFAS-LI-JAC8DD 27 ARKANSAS RD LIMESTONE ME 04751-6216		CODE F67100	
TEL: 770-387-2000		FACILITY CODE		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
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) \$8,537,556.00 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 type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. REF: Offer Proposal dated 29 Oct 08				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		31c. DATES SIGNED 20-Feb-2009	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Robert F. Tracey Vice President		30c. DATE SIGNED 23-Feb-2009		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Tamara D. Zhuravok / Contracting Officer TEL: 618-256-6620 EMAIL: tamara.zhuravok@usmc.mil			

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

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

11-30

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

PAGE 2 OF 39

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT  
REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT  
REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

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

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

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

42d. TOTAL CONTAINERS

## Section SF 1449 - CONTINUATION SHEET

**SF 1449 CONTINUATION****1. Continuation of Block 16.**

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

USTRANSCOM/TCAQ-R  
508 Scott Drive  
Scott AFB IL 62225-5357  
Telephone: 618-256-6642 FAX: 618-256-6419

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

a. Payment to the Contractor by the Government for services performed and accepted pursuant to the terms of the contract shall be in accordance with the applicable prices set forth in the schedule.

b. All invoices will be submitted using Wide Area Work Flow-Receipt and Acceptance; see Attachment 3. When invoicing the "Reimbursable" CLINS round invoice amounts to the nearest whole dollar.

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

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

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Base Year Basing Fee FFP Basing fee for dedicated aircraft. See Attachment 1, Performance Work Statement, paragraph 1.1. Minimum: 12 Months. FOB: Destination SIGNAL CODE: A	12	Months	\$298,000.00	\$3,576,000.00
MAX NET AMT					\$3,576,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		4,168,000	Each	\$1.00	\$4,168,000.00 EST

Base Year Air Charter Service  
FFP

Aircraft charter service from Stuttgart Army Airfield to various destinations per Attachment 1, Performance Work Statement. Estimated quantity: 633,600 GCSM. Guaranteed Minimum quantity: 52,800 Great Circle Statute Miles. Rates are as follows:

First 200,000 GCSM: \$8.00 per GCSM  
Second 200,000 GCSM: \$7.00 per GCSM  
All Greater than 400,000 GCSM: \$5.00 per GCSM

FOB: Destination  
SIGNAL CODE: A

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MAX NET AMT	\$4,168,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		1	Each	\$100,000.00	\$100,000.00 EST

Base Year Positioning and Depositioning  
FFP

Positioning and Depositioning. Depositioning under this CLIN will only be used if the Government does not elect to exercise the first option to extend the contract under FAR 52.217-9. No minimum quantity specified.

FOB: Destination  
SIGNAL CODE: A

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MAX NET AMT	\$100,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Base Year Reimbursables COST Reimbursables such as landing fees, per diem, taxes, etc. (except fuel). See Attachment 1, Section 4. FOB: Destination SIGNAL CODE: A	UNDEFINED	Lot	UNDEFINED	\$450,000.00
				MAX COST	\$450,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Base Year Fuel EPA FP-EPA Reimbursement of fuel expenses. See Attachment 1, Section 4. FOB: Destination SIGNAL CODE: A	243,556	Lot	\$1.00	\$243,556.00 EST
				MAX NET AMT	<hr/> \$243,556.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006		UNDEFINED		UNDEFINED	\$0.00

Base Year Surge

FFP

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

FOB: Destination

SIGNAL CODE: A

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MAX  
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001		12	Months	\$298,000.00	\$3,576,000.00

OPTION

First Option Year Basing Fee

FFP

Basing fee for dedicated aircraft. See Attachment I, Performance Work Statement, paragraph I.1. Minimum quantity: 12 months.

FOB: Destination

SIGNAL CODE: A

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MAX  
NET AMT

\$3,576,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002 OPTION	First Option Year Air Charter Service FFP	4,218,688	Each	\$1.00	\$4,218,688.00 EST

Aircraft charter service from Stuttgart Army Airfield to various destinations per Attachment 1, Performance Work Statement. Estimated quantity: 633,600 GCSM. Guaranteed Minimum quantity: 52,800 Great Circle Statute Miles. Rates are as follows:

First 200,000 GCSM: \$8.08 per GCSM  
 Second 200,000 GCSM: \$7.08 per GCSM  
 All Greater than 400,000 GCSM: \$5.08 per GCSM

FOB: Destination  
 SIGNAL CODE: A

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MAX NET AMT	\$4,218,688.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003 OPTION	First Option Year Depositioning FFP	1	Each	\$52,000.00	\$52,000.00 EST

Depositioning under this CLIN will only be used if the Government does not elect to exercise the second option to extend the contract under FAR 52.217-9. No minimum quantity specified.

FOB: Destination  
 SIGNAL CODE: A

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MAX NET AMT	\$52,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004 OPTION	First Option Year Reimbursables COST Reimbursables such as landing fees, per diem, taxes, etc. (except fuel). See Attachment 1, Section 4. FOB: Destination SIGNAL CODE: A	UNDEFINED	Lot	UNDEFINED	\$465,750.00
				MAX COST	\$465,750.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1005 OPTION	First Option Year Fuel EPA FP-EPA Reimbursement of fuel expenses. See Attachment 1, Section 4. FOB: Destination SIGNAL CODE: A	412,866	Lot	\$1.00	\$412,866.00 EST
				MAX NET AMT	<hr/> \$412,866.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1006 OPTION	First Option Year Surge FFP	UNDEFINED		UNDEFINED	\$0.00

In the event additional aircraft are required, the requirement will be identified and priced separately.  
FOB: Destination  
SIGNAL CODE: A

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MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	Second Option Year Basing Fee FFP	12	Months	\$309,920.00	\$3,719,040.00

Basing fee for dedicated aircraft. See Attachment 1, Performance Work Statement, paragraph 1.1. Minimum quantity: 12 months.  
FOB: Destination  
SIGNAL CODE: A

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MAX NET AMT	\$3,719,040.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002 OPTION	Second Option Year Air Charter Service FFP Aircraft charter service from Stuttgart Army Airfield to various destinations per Attachment 1, Performance Work Statement. Estimated quantity: 633,600 GCSM. Guaranteed Minimum quantity: 52,800 Great Circle Statute Miles. Rates are as follows:  First 200,000 GCSM: \$8.15 per GCSM Second 200,000 GCSM: \$7.15 per GCSM All Greater than 400,000 GCSM: \$5.15 per GCSM  FOB: Destination SIGNAL CODE: A	4,263,040	Each	\$1.00	\$4,263,040.00 EST

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MAX NET AMT	\$4,263,040.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003 OPTION	Second Option Year Depositioning FFP The contractor shall be paid for depositioning upon completion of this contract in accordance with this CLIN, unless the contractor is the successful offeror for any subsequent continuation contract with the same aircraft. No minimum quantity specified. FOB: Destination SIGNAL CODE: A	1	Each	\$54,080.00	\$54,080.00 EST

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MAX NET AMT	\$54,080.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004 OPTION	Second Option Year Reimbursables COST Reimbursables such as landing fees, per diem, taxes, etc. (except fuel). See Attachment 1, Section 4. FOB: Destination SIGNAL CODE: A	UNDEFINED	Lot	UNDEFINED	\$482,051.00

MAX COST	\$482,051.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2005 OPTION	Second Option Year Fuel EPA FP-EPA Reimbursement of fuel expenses. See Attachment 1, Section 4. FOB: Destination SIGNAL CODE: A	590,643	Lot	\$1.00	\$590,643.00 EST

MAX NET AMT	<hr/> \$590,643.00 (EST.)
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## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-APR-2009 TO 31-MAR-2010	N/A	HQ USAFRICOM - HQ0282 DENNIS D'ANGELO RESOURCE MANAGEMENT UNIT 29951 APO AE 09751-9951 DSN 314-421-2547 FOB: Destination	HQ0282
0002	POP 01-APR-2009 TO 31-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0282
0003	POP 01-APR-2009 TO 31-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0282
0004	POP 01-APR-2009 TO 31-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0282
0005	POP 01-APR-2009 TO 31-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0282
0006	POP 01-APR-2009 TO 31-MAR-2010	N/A	N/A FOB: Destination	
1001	POP 01-APR-2010 TO 31-MAR-2011	N/A	HQ USAFRICOM - HQ0282 DENNIS D'ANGELO RESOURCE MANAGEMENT UNIT 29951 APO AE 09751-9951 DSN 314-421-2547 FOB: Destination	HQ0282
1002	POP 01-APR-2010 TO 31-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0282
1003	POP 01-APR-2010 TO 31-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0282
1004	POP 01-APR-2010 TO 31-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0282
1005	POP 01-APR-2010 TO 31-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0282
1006	POP 01-APR-2010 TO 31-MAR-2011	N/A	N/A FOB: Destination	

2001	POP 01-APR-2011 TO 31-MAR-2012	N/A	HQ USAFRICOM - HQ0282 DENNIS D'ANGELO RESOURCE MANAGEMENT UNIT 29951 APO AE 09751-9951 DSN 314-421-2547 FOB: Destination	HQ0282
2002	POP 01-APR-2011 TO 31-MAR-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0282
2003	POP 01-APR-2011 TO 31-MAR-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0282
2004	POP 01-APR-2011 TO 31-MAR-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0282
2005	POP 01-APR-2011 TO 31-MAR-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0282
2006	POP 01-APR-2011 TO 31-MAR-2012	N/A	N/A FOB: Destination	

## CLAUSES INCORPORATED BY FULL TEXT

## 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/farsite.html>

(End of clause)

## CLAUSES INCORPORATED BY REFERENCE

52.203-6 Alt 1	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate 1	OCT 1995
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.212-5 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Deviation)	FEB 2008
52.222-50	Combating Trafficking in Persons	AUG 2007
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.232-18	Availability Of Funds	APR 1984

52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
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
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.212-7001 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (Deviation)	APR 2007
252.225-7041	Correspondence in English	JUN 1997
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### ADDENDUM TO FAR 52.212-4

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

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

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

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

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

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



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

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 Apr 2009 through 31 Mar 2010 (1 Apr 2010 through 31 Mar 2011 if option one is exercised, 1 Apr 2011 through 31 Mar 2012 if option two is exercised).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

##### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 100 Great Circle Statute Miles, 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 sum of all awarded CLINS;

(2) Any order for a combination of items in excess of the sum of all awarded CLINS; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

## 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 Mar 2010 (31 Mar 2011 if option one is exercised, 31 Mar 2012 if option two is exercised).

(End of clause)

## 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor at least 30 days prior to expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 Months.

(End of clause)

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

## 5552.247-9000 Air Safety.

## AIR SAFETY (APRIL 2007)

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

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

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

- (1) Contractor's failure to meet any of the obligations imposed by the preceding two paragraphs.
- (2) Involvement of one of contractor's aircraft in a serious or fatal accident, incident, or operational occurrence (regardless of whether or not such aircraft is being used in the performance of this contract).
- (3) Any other condition that affects the safe operation of contractor's flights hereunder.

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

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

(End of Clause)

## 5552.247-9001 Requirement for Authorization to Engage in Air Transportation

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

(a) This contract is conditioned upon the contractor being a commercial air taxi operator within the meaning of the Federal Aviation Act (FAA of 1958, as amended) and holding a current Air Carrier Operating Certificate in accordance with Part 121/135 of the Federal Aviation Regulations and holding a registration under Part 298 of the Department of Transportation (DOT) Regulations. Furthermore, the contractor shall not be in a suspension or temporary nonuse status in accordance with clause 5552.247-9000, "Air Safety."

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

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

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

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

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

(c) If at any time an air carrier ceases operations or surrenders their operating certificate to the Federal Aviation Administration (FAA), the air carrier is required to immediately notify the Contracting Officer the next business day and the DOD Commercial Airlift Division at (618) 229-4801, as well as in writing to HQ AMC/A3B, 402 Scott Drive, Unit 3A1 Scott AFB IL 62225-5302, stating the circumstances for ceasing operations and/or surrendering their operating certificate.

(End of Clause)

5552.247-9002 Contractor's Failure to Provide Service.

**CONTRACTOR'S FAILURE TO PROVIDE SERVICE (APRIL 2007) - ALTERNATE II (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.

(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 AFRICOM Passenger Air 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 Huegen  
Deputy Director, Acquisition  
Directorate of Acquisition  
Telephone Number: 618-256-4292 FAX: 618-256-4702  
Email Address: [dale.huegen@ustranscom.mil](mailto:dale.huegen@ustranscom.mil)

**LIST OF ATTACHMENTS**

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**ATTACHMENT 1****UNITED STATES AFRICA COMMAND****PERFORMANCE WORK STATEMENT  
PASSENGER AIR CHARTER SERVICE****Version 9 - 24 October 2008****1. GENERAL OPERATIONAL REQUIREMENTS****1.1 Description of Services:**

1.1.1 The Contractor shall provide all aircraft, personnel, equipment, tools, material, maintenance, and supervision necessary to furnish air transportation services, throughout the USAFRICOM Area of Responsibility (AOR), Europe and the United States, or other destinations upon the request of the Government, via contractor-furnished aircraft. This includes all necessary expertise and personnel to accomplish the loading, unloading, load planning and manifesting of passengers and cargo. A dedicated aircraft shall be based at Stuttgart Army Airfield (SAAF, ICAO: EDDS) or at Stuttgart International Airport, Germany. SAAF is co-located with Stuttgart International Airport (IATA: STR). The government shall not provide separate reimbursement for movement of the aircraft to/from the base of operations to position the aircraft at SAAF for missions.

1.1.2 The aircraft must be capable of flying from Stuttgart, Germany a range of 3200 nautical miles unrefueled with a minimum load of 8 passengers, fuel, and baggage; have a range to be able to go missed approach at destination and continue to a suitable alternate; and have an ACL of at least 3,000 lbs. Reductions in range and/or ACL will be authorized depending on mission requirements; however, aircraft utilized must be capable of transporting at least 12 passengers with baggage and small, high priority, non-hazardous cargo not to exceed 150 lbs, up to the aircraft ACL (allowable cabin load) on shorter routes.

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

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

1.1.5 Aircraft must be multi-engined, turbine powered and must be able to fly in Instrument Meteorological Conditions (Equipped for Instrument Flight Rules (IFR) flight). Aircraft must be Stage III compliant for noise suppression/control.

1.1.6 Communication Requirements: Aircraft must be configured with High Frequency (HF), Blue Force Tracker (or commercial equivalent), Very High Frequency (VHF) radios, Global Positioning Satellite (GPS), and SATCOM communications (e.g. INMARSAT). Secure communications capability with carry on government Secure Telephone Equipment (STE) or other alternative. All costs for these capabilities must be included in the unit price offered on CLIN 0002 (and CLINS 1002 and 2002 if options are exercised). Any air time charges will be reimbursed under CLIN 0004 (and CLINS 1004 and 2004 if options are exercised). Connection ports to the communication system are to be conveniently located for ease of passenger access without jeopardizing passenger safety (i.e., to not interfere with normal egress routes, restrict passenger movement about the cabin, or pose a tripping hazard).

1.1.7 Desired, but not required, Communications Equipment/Capabilities: Sufficient bandwidth to support one secure VTC (no less than 128Kbps), and two additional and separate 64Kbps channels to support secure and/or non-secure voice and data operations simultaneously, with a communication system that includes the ability to manage

the bandwidth separately or in a bonded mode, to the greatest extent possible, to allow ease of access to internet and reach back via VPN to office domains.

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

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

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

1.1.11 Cancellations. Since this is a dedicated aircraft and the Government is paying basing costs, the contractor shall not be reimbursed or compensated for flight cancellations.

## 1.2 Payment Calculation:

1.2.1 The Great Circle Statute Miles (GCSMs) listed between the points in the Attachment 4, Mileage Chart, are the accepted miles for the purposes of performance and payment under this contract.

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

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

## 1.3 Scheduling and Mission Execution:

1.3.1 For the purpose of this paragraph, the term "Schedules" means the day and time of day of the flight operation. To the extent such schedules are not specified in this contract, they shall be established by mutual agreement between the Contractor and the AFRICOM Deployment and Distribution Center (ADDOC) at least one (1) calendar day prior to the desired departure date. Schedules may be given verbally or in writing. When schedules are given verbally, the Government will confirm the schedules in writing prior to mission departure.

1.3.2 Mission Planning will be accomplished by the Contractor and passed to 603/617 AMD flight managers. The AMD flight managers will 'push' the mission into the GDSS2 (or G2) scheduling software for coordination with other branches and agencies. Contractor is responsible for obtaining diplomatic clearances, aircraft and aircrew clearances with assistance available from ADDOC and 603/617 AMD. The contractor shall be responsible for obtaining all overflight clearances.

1.3.3 At the close of business the day prior (Friday for the weekend), missions are considered in the 'execution phase'. The 603/617 AMD Execution Cell will serve as monitoring agency for all missions. The pilot shall report all takeoff and landing times to the Execution Cell. AFRICOM JOC and ADDOC will call the Execution Cell for all updates on mission status. The ADDOC will coordinate mission changes with the Contractor then pass requested changes on to 603/617 AMD. The Execution Cell also handles all changes to missions or any other mission related issues once the mission is in the execution phase. The Execution Cell is a 24-hour control center. Their phone number is DSN 314-480-9292 (Comm: +49-6371-47-9292).



1.3.4 The Contractor shall not deviate from the scheduled points of landing without prior approval of the ADDOC or 603/617 AMD except in a bona fide emergency.

1.3.5 In the event a flight is canceled by the contractor prior to the scheduled departure time, or substitute service is used at the point of origination of the flight or en route, due to contractor controllable reasons, movement of any aircraft into and out of scheduled service will be at the Contractor's expense.

1.3.6 Extensions and En route Stops. The Contractor shall comply with all instructions issued by the ADDOC and 603/617 AMD pertaining to extensions of scheduled flights and en route stops. The contractor will be paid for additional miles flown and applicable stop charges resulting from Government directed route changes in accordance with paragraph 1.2 of this Performance Work Statement.

1.3.7 If a mission is delayed or diverted due to a Contractor controllable delay (includes maintenance delays), the Contractor shall provide hot meals and transportation to the feeding point if the delay extends over a normal meal period for all passengers manifested. If the delay requires an overnight stay, the Contractor is responsible for meals, transportation and billeting for those passengers manifested. If the delay or diversion is not a Contractor controllable delay, care of the passengers shall be the responsibility of the Government. However, when requested by the Government, the Contractor shall provide billeting and transportation for all passengers manifested on a reimbursable basis. Meals and personal expenses, i.e., telephone call, TV, etc., shall not be provided.

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

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

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

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

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

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

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

#### 1.4 Maintenance:

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

1.4.1.1 Specific type of maintenance to be performed.

1.4.1.2 Anticipated duration.

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

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

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

1.5 Basing: The Contractor shall base the aircraft at either Stuttgart Army Airfield or at Stuttgart International Airport, Germany. The Contractor shall have current landing permits from appropriate military services. To permit use of military installations, the Contractor must obtain landing permits as follows:

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

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

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

## 2. SERVICE DELIVERY SUMMARY

Performance Objective	SOW Paragraph	Performance Threshold
The Contractor shall maintain on-time schedule reliability.	5.1	90% Quarterly.
The Contractor shall carry the scheduled load of passengers and baggage on each flight.	1.1.2	100% of the time.
Contractor shall leave an accurate passenger manifest at departure airfields.	6.1	100% of monthly flights.

Aircrew shall provide Intransit Visibility (ITV) of all departures and arrivals	6.7	100% of monthly flights.
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### 3. GOVERNMENT – FURNISHED SERVICES AND EQUIPMENT

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

3.1.1 Transient alert and ramp services to include:

3.1.2 Landing.

3.1.3 Follow-me vehicle.

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

3.1.5 Parking.

3.1.6 Chocking and grounding of Aircraft.

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

3.1.8 Fire guard for engine starts.

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

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

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

3.1.12 Ramp sweeping.

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

3.1.14 Maintenance stands, when required for ground servicing operations.

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

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

3.2 Terminal and traffic services to include:

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

3.2.2 Fleet service.

3.2.3 Fire and crash rescue support.

3.2.4 Aircraft clearance facilities and Base Operations Support.

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

3.2.6 Weather forecasting.

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

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

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

3.3 Stuttgart Army Airfield (SAAF) Service Exceptions

3.3.1 Contractor must provide an aircraft tug and towbar.

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

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

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

3.3.5 The aircraft may be based at SAAF at no cost to the contractor; however, hangar space at SAAF for daily storage of the aircraft is not available. If the aircraft is based at SAAF, hangar space may be provided occasionally, upon request, on a space available basis.

3.3.6 The contractor may apply for personnel stationed in Germany to be covered under the Status of Forces Agreement, however, the government cannot guarantee that such status will be granted.

#### **4. REIMBURSABLE SERVICES AND COSTS**

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

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

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

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

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

4.6 Economic Price Adjustment based on Actual Cost of Fuel – Airlift: The contractor may purchase government fuel for the performance of this contract. Miles for ferrying to/from base of operations (if not SAAF) shall not be included in the fuel reimbursement calculation.

FUEL TYPE	BASE PRICE
JP-5	\$4.00/GL
JP-8	\$4.00/GL
Jet-A	\$4.00/GL

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

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

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

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

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

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

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

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

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

4.6.7.1 The contractor shall submit a monthly summary fuel report and, if necessary, an invoice. The report shall include a detailed listing, by flight, of all fuel purchases, and the calculations for the average price paid. The calculation of the fuel adjustment shall be as follows: The contractor's fuel burn rate, established in Attachment 2, List of Aircraft, is multiplied by the total mileage flown in performance of the contract for the adjustment period. In

the case of a substitute aircraft not listed in the schedule, the lower burn rate of the substitute aircraft or the aircraft normally used in performance of the contract shall be used.

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

**Example:**

Miles flown in support of the USTRANSCOM contract = 23,654  
 Burn rate for aircraft type (in schedule) = 4.21 gallons per GCSM  
 Base price of fuel established in the contract = \$4.00  
 Actual average cost per gallon = \$4.2501

**Calculation:**

Miles \* Burn Rate \* EPA Price Variance = Adjustment

$$23,654 * 4.21 = 99,583.34 * \$0.2501 = \$24,905.33$$

4.7 Communication Air Time: The Government will reimburse the Contractor, at cost, for all communication air time used by authorized passengers under this contract. Air time used by crew members or other contractor employees shall not be reimbursed. The contractor shall provide copies of airtime bills/invoices to back up their request for reimbursement.

## **5. GENERAL INFORMATION**

### **5.1 SCHEDULE RELIABILITY**

5.1.1 The Contractor's schedule reliability rate shall be computed for a 3-month period by subtracting the total number of Contractor-controllable delays at the originating and en route stations during the 3-month period from the Contractor's total number of scheduled originating and en route station departures in that 3-month period, and dividing the remainder by the Contractor's total number of scheduled origination and en route station departures for the period, and finally, by stating the result as a percentage of the actual departures. This reliability rate computation shall be made as of 2400 hours GMT on the last day of each calendar month. The originating station is defined as the initial onload station of a mission.

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

5.1.3 Failure to maintain an 90 percent schedule reliability rate for a 3-month period will be reason for terminating this contract pursuant to FAR 52.212-4; however, nothing in this paragraph shall limit the right of the Government to terminate this contract for cause for other reasons or to limit any other rights and remedies provided the Government by law or under this contract.

5.1.4 The Contractor shall adhere to the schedule published by ADDOC. The schedule will be published and made available to the contractor by the 20th of the previous month. Whenever any contractor-operator aircraft delays extend beyond the twenty-minute limit, the reason for the delay will be passed to the 603/617 AMD as soon as possible but not later than 1500 Local Time (L) of the same day as the delay is incurred. If the delay is incurred after 1500L, the reason for the delay will be passed to the 603/617 AMD NLT 0900 L of the following day. On the day of mission execution, changes to the schedule may be made by the Contract Administrator. In this case, delays will be

measured against the amended schedule. All requests for early departures must be routed through the ADDOC until day of scheduled departure, at which time requests must be routed through the 603/617 AMD.

## 5.2 DIVERTED AND REROUTED FLIGHTS

5.2.1 The 603/617 AMD may divert or reroute any trip to any route within the same area of operation.

5.2.2 For the diverted or rerouted airlift contemplated by 5.2.1 above, the Contractor shall, in all such instances, furnish the required miles of air transportation specified in the appropriate directive in accordance with all the terms and conditions of this contract. The Contractor shall comply with all directions, including those given orally, of the ADDOC and 603 AMD concerning diverted or rerouted airlift.

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

5.2.4 The Aircraft Commander shall notify 603/617 AMD by any means available, such as assigned HF frequency, command and control or flight service station phone patch or VHF thru base operations who will in turn contact 603/617 AMD, and request instructions.

5.2.5 The Contractor shall comply with 603/617 AMD instructions. The Contractor shall be paid for all miles flown as directed by the 603/617 AMD and in accordance with paragraph 1.2.

5.2.6 If the 603/617 AMD does not issue diversion instructions within 15 minutes, the Aircraft Commander will exercise his best judgment and divert at his discretion.

5.2.7 If the Aircraft Commander fails to notify 603/617 AMD of impending diversions, or fails to follow the instructions, the Contractor shall be responsible for the care of passengers, if any, and for loading/offloading and storage of cargo if required. In addition, the Contractor shall be reimbursed only for the miles set forth in the original routing, if he subsequently completes the routing. If the Contractor completes only a portion of the routing, he shall be paid accordingly.

## 5.3 EXCESS ACL AND ROUTE SUPPORT

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

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

## 6. COMMAND AND CONTROL

6.1 The Government will provide the contractor a manifest prior to boarding. The contractor shall not permit any unauthorized personnel to board the aircraft without consent of the ADDOC and 603/617 AMD. The contractor shall verify passenger and cargo weights. Contractor shall leave an accurate passenger manifest at departure airfields with the user. Contractor shall present a safety briefing to all passengers prior to takeoff.

6.2 Flight crews under this contract are required to be US citizens, possess a Secret security clearance, speak English fluently, and possess a valid passport. Maintenance personnel do not require a Secret security clearance, but are required to be US citizens, speak English fluently, and possess a valid passport.

6.3 On positioning legs, the Contractor shall call the 603/617 AMD after the aircraft departs for the originating station. Contractor shall advise 603/617 AMD of estimated arrival time at originating station, call sign, type aircraft, available ACL and available passenger seats.

6.4 If the Contractor determines, upon departure, that the aircraft arrival time is expected to deviate by more than 15 minutes from the scheduled arrival time, contractor shall advise 603/617 AMD of the reason for the deviation and the proposed new arrival time.

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

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

6.7 Contractor shall provide to 603/617AMD Execution Cell departure and arrival notifications at all locations via phone, fax, radio, or satellite phone. On all departures, Contractor shall pass actual take-off time and ETA to next destination to the command and control facility. The Contractor shall notify the 603/617 AMD Execution Cell at DSN 314-480-9292 (Comm: +49-6371-47-9292) immediately of any delay of aircraft departure including the reason thereof. The Execution Cell will alert the ADDOC and AFRICOM JOC.

6.8 The contractor shall assign a Station Manager, based in the Stuttgart area, who is authorized to manage and administer this contract, adjust schedules, dispatch aircraft, engage substitute airlift, and make decisions pertinent to the airlift, in the name of the Contractor. The Station Manager shall be available by telephone 24 hours a day, 7 days a week.

6.8.1 The contractor shall furnish the Contract Officer (CO) and Government representative with the name, address, and telephone number of the Contractor Station Manager who will serve as a liaison between the contractor, CO, and the Government representative.

## **7. AIR CARRIER INSURANCE REQUIREMENTS**

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

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

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

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



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

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

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

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

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

## **8. SUPPORT AT US MILITARY INSTALLATIONS**

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

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

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

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

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

## **9. NOTICES AND REPORTS**

9.1 Notice of Accidents – DOD Missions. When the contractor's aircraft is involved in an accident or incident in support of a DOD mission, as defined in 49 CFR, Part 830, the contractor will transmit the following information by the most expeditious means available, to the Tanker Airlift Control Center (TACC) Emergency Action Cell at Scott

AFB, IL telephone (618)229-1705/1706, or 0360. On the next business day, notification must also be made to the Contracting Officer identified in the contract and to HQ AMC/A3B.

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

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

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

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

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

9.5 Safety and Financial Information. As required by the Air Safety Clause at USTRANSCOM FAR Supplement 5552.247-9000, the contractor must satisfy the requirements of 32 CFR, Part 861, Section 861.3. The DOD will conduct periodic evaluations to assess the contractor's ability to perform safely. To complete the evaluation, the government may contact the contractor in order to obtain information bearing upon the contractor's practices, resources, and capabilities. Upon request, the contractor shall provide data pertinent to such evaluations, including current audited financial statements, to HQ AMC/A3B, 402 Scott Drive, Unit 3A1, Scott AFB IL 62225-5302. NOTE: Data furnished pursuant to this paragraph may be utilized by the U.S. Government or its representatives for any matter related to this contract.

## **10. SUBMISSION OF COLLECTIVE BARGAINING AGREEMENTS**

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

## **11. INSTALLATION RULES AND REGULATIONS**

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

## **12. AIRFIELD SUITABILITY AND RESTRICTIONS/CERTIFICATION AIRFIELDS**

12.1 Contractors are reminded that airfield restrictions exist at certain military and commercial airfields worldwide. An Air Mobility Command (AMC) publication, entitled "Airfield Suitability and Restrictions Report," identifies airfield restrictions specifically for AMC air crews. This publication also lists "certification airfields" which are the equivalent to FAA-designated "special airfields." These fields have unique airfield hazards and operating procedures requiring increased awareness and familiarity by air crews. This publication is prepared for use by AMC

air crews and is made available to contractors for advisory purposes only. Contractors can obtain the current edition of this publication, at no cost, by contacting the following office:

HQ AMC/A3B  
402 Scott Drive Unit 3A1  
Scott AFB IL 62225-5302  
Telephone: (618) 229-3112  
Fax: (618) 256-2019

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

JVISDA	Telephone: (570) 895-7439
Building 3, Bay 3	Fax: (570) 895-6106
11 Hap Arnold Blvd	E-MAIL: vibuddy@hq.afis.asd.mil
Tobyhanna, PA 18466-5102	Website: <a href="https://afishp6.afis.osd.mil/dodimagery/davis">https://afishp6.afis.osd.mil/dodimagery/davis</a>

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

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

### **13. ORDERS**

The Contracting Officer (CO) will issue task orders for the air transportation services shown in the Schedule. Flight schedules will be provided by the 603/617 AMD in accordance with the Performance Work Statement, paragraph 1.3.1.

### **14. PASSENGER BAGGAGE LIABILITY**

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

### **15. POST AWARD CONFERENCE**

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

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

## 17. ABBREVIATIONS AND DEFINITIONS

Air Mobility Command (AMC)

Air Mobility Division (AMD)

Calendar Day. The time from midnight to midnight.

Charter Service. Transportation of cargo and passengers in full payload lots on commercial aircraft.

Contracting Officer (CO)

Contracting Officer Representative (COR), A COR is responsible for performing surveillance and inspections of contractor performance.

Department of Defense (DOD)

Department of Transportation (DOT)

Estimated Time of Arrival (ETA)

Federal Aviation Administration (FAA)

Legal Public Holidays. Holidays in each calendar year identified as follows:

New Year's Day, January 1;

Martin Luther King's Birthday, the third Monday in January;

President's Day, the third Monday in February;

Memorial Day, the last Monday in May;

Independence Day, July 4;

Labor Day, the first Monday in September;

Columbus Day, the second Monday in October;

Veteran's Day, November 11;

Thanksgiving Day, the fourth Thursday in November; and

Christmas Day, December 25.

Military Agencies. The Department of the Army, the Department of the Navy, the Department of the Air Force, the United States Marine Corps, the National Guard Bureau, other officers and agencies of the Department of Defense, and the United States Coast Guard.

Phoenix Raven (PR) - The PR teams will deter, detect, and counter threats to DoD personnel and aircraft by performing close-in aircraft security; advising aircrews on force protection measures; accomplishing airfield assessments to document existing security measures and vulnerabilities and assist aircrew members in the performance of their duties, when not performing PR duties.

United States Transportation Command (USTRANSCOM)

**ATTACHMENT 2****LIST OF AIRCRAFT** (Applicable to all contract periods.)

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

Type Aircraft	Tail Number	# of Pax Seats	Empty Weight (lbs)	Max Gross Take-Off Wt. (lbs)	Fuel Burn Rate*	Range (GCSM) with 8 pax/3000 lb ACL	Max. ACL (lbs)
Gulfstream III	N186PA	14	38,091	69,700	1.25	3,680	4,700
Gulfstream III	N163PA	14	38,091	69,700	1.25	3,680	4,700
Gulfstream III	N173PA	14	38,091	69,700	1.25	3,680	4,700

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

ATTACHMENT 3**WIDE AREA WORK FLOW – RECEIPT AND ACCEPTANCE (WAWF-RA)  
ELECTRONIC RECEIVING REPORT AND INVOICING INSTRUCTIONS****CONTRACT (HTC711-09-D-0001) / T.O. (fill in Task Order, if applicable)**

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

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

**NOTE: IN ACCORDANCE WITH DFARS 232.7003, USE OF ELECTRONIC PAYMENT REQUESTS IS MANDATORY. USE OF WAWF WILL SPEED UP YOUR PAYMENT PROCESSING TIME AND ALLOW YOU TO MONITOR YOUR PAYMENT STATUS ONLINE. THERE ARE NO CHARGES OR FEES TO USE WAWF.**

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

1. CONTRACT NUMBER:	<b>HTC711-09-D-0001</b>	
2. DELIVERY/TASK ORDER:	<b>0001</b>	
3. CAGE CODE:	<b>1CK27</b>	
4. PAY OFFICE DODAAC:	<b>F67100</b>	
5. TYPE OF DOCUMENT:	<b>COMBO</b>	
6. INSPECTION/ACCEPTANCE:	<b>DESTINATION</b>	
7. ISSUE DATE:	<b>1 Feb 2009</b>	
8. ISSUE BY DODAAC:	<b>HTC711</b>	
9. ADMIN DODAAC:	<b>HTC711</b>	
10. INSPECT BY DODAAC:	<b>Blank</b>	PLUS SIX EXT: <b>Blank</b>
11. Service Acceptor / Ship To:	<b>HTC711</b>	PLUS SIX EXT: <b>Blank</b>

Algeria	1945	1946	1947	1948	1949	1950	1951	1952	1953	1954	1955	1956	1957	1958	1959	1960	1961	1962	1963	1964	1965	1966	1967	1968	1969	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2
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[illegible]