

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER F3SF379035A001		PAGE 1 OF 44	
2. CONTRACT NO. HTC711-09-C-0003		3. AWARD/EFFECTIVE DATE 01-Apr-2009		4. ORDER NUMBER		5. SOLICITATION NUMBER HTC711-08-R-0034	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME TAMARA S. SCHUETTE				b. TELEPHONE NUMBER (No Collect Calls) 618-229-2458	
9. ISSUED BY USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357 TEL: CONTACT BUYER FAX: CONTACT BUYER		CODE HTC711		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS: 488119		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	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY OL T AMCAOS A3KS - FA4514 AMC AOS/A34Y CONTRACT AIRLIFT DIV UNIT 5093 APO 95328-5093 CODE FA4514			
17a. CONTRACTOR/OFFEROR MAYTAG AIRCRAFT CORPORATION CCR EXPIRES 04/16/2009 6145 LEHMAN DR STE 300 COLORADO SPRINGS CO 80918-3440 TEL: 719-593-1600 FACILITY CODE		CODE 6B700		18a. PAYMENT WILL BE MADE BY DFAS-LIMESTONE - F67100 ATTN: DFAS-LI-JAQBDD 27 ARKANSAS RD LIMESTONE ME 04751-6216 CODE F67100			
<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 See Schedule						26. TOTAL AWARD AMOUNT (For Govt Use Only) \$441,318.00	
<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 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 (b)(6)				31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER (b)(6)		31c. DATE SIGNED 12-Feb-2009	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) David D. Nelson Executive V.P. & COO		30c. DATE SIGNED 2/17/2009		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) JOYCE M. PAVLAK / CONTRACTING OFFICER TEL: 618-229-4454 EMAIL: joyce.pavlak@ustranscom.mil			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 46	
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 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		6	Months	\$54,182.00	\$325,092.00

BASE PERIOD - 1 APR 09 THROUGH 30 SEP 09
FFP

Basic Monthly Service - Contractor shall provide Air Terminal and Ground Handling Services at Misawa AB Japan IAW the attached PWS. Basic monthly service fee for Misawa operation, to include any aircraft arrival and departure where requirements do not include handling cargo or passengers to include workload identified in Appendix D-2.

FOB: Destination

SIGNAL CODE: A

NET AMT

\$325,092.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101		6	Months		\$0.00

Funding for CLIN 0001
FFP

Funding for CLIN 0001

FOB: Destination

PURCHASE REQUEST NUMBER: F3SF379035A001

PROJECT: 000

SIGNAL CODE: A

NET AMT

\$0.00

ACRN AA

CIN: F3SF379035A0010000AA

\$325,092.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		50	Each	\$100.00	\$5,000.00

Misawa - Estimated Quantity
FFP

Narrow Body Aircraft IAW definition in Appendix A of the Misawa PWS.
Contractor may invoice under this CLIN only when it performs services that
include physical activity at the aircraft for an aircraft arrival/departure involving
passengers and/or cargo. An aircraft arrival/departure is considered one single
event for invoicing purposes, regardless of the time on ground.

FOB: Destination

SIGNAL CODE: A

NET AMT	\$5,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201		50	Each		\$0.00

Funding for CLIN 0002
FFP

FOB: Destination

PURCHASE REQUEST NUMBER: F3SF379035A001

PROJECT: 000

SIGNAL CODE: A

NET AMT	\$0.00
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ACRN AA

CIN: F3SF379035A0010000AA

\$5,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		25	Each	\$500.00	\$12,500.00

Misawa - Estimated Quantity
FFP

Wide-Body Aircraft IAW definition in Appendix A of the Misawa PWS.
Contractor may invoice under this CLIN only when it performs services that
include physical activity at the aircraft for an aircraft arrival/departure involving
passengers and/or cargo. An aircraft arrival/departure is considered one single
event for invoicing purposes, regardless of the time on ground.

FOB: Destination

SIGNAL CODE: A

NET AMT	\$12,500.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000301		25	Each		\$0.00

Funding for CLIN 0003
FFP

FOB: Destination

PURCHASE REQUEST NUMBER: F3SF379035A001

PROJECT: 000

SIGNAL CODE: A

NET AMT	\$0.00
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ACRN AA

CIN: F3SF379035A0010000AA

\$12,500.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lot	\$125.00	\$125.00 NTE
	REIMBURSABLE				
	FFP				
	Cost of minor repair and maintenance IAW Appendix C-2 of the Misawa PWS				
	FOB: Destination				
	SIGNAL CODE: A				

NET AMT

\$125.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000401		1	Lot		\$0.00
	Funding for CLIN 0004				
	FFP				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: F3SF379035A001				
	PROJECT: 000				
	SIGNAL CODE: A				

NET AMT

\$0.00

ACRN AA
CIN: F3SF379035A0010000AA

\$125.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		6	Months	\$15,496.00	\$92,976.00

Fukuoka

FFP

Contractor shall provide Air Terminal and Ground Handling Services at Itazuki Fukuoka IAP, Japan IAW the attached PWS. Basic monthly service fee for station operation, 0900 to 1300 local, Monday through Friday.

FOB: Destination

SIGNAL CODE: A

NET AMT

\$92,976.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000501		6	Months		\$0.00

Funding for CLIN 0005

FFP

FOB: Destination

PURCHASE REQUEST NUMBER: F3SF379035A001

PROJECT: 000

SIGNAL CODE: A

NET AMT

\$0.00

ACRN AA

CIN: F3SF379035A0010000AA

\$92,976.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		30	Each	\$100.00	\$3,000.00

Itazuki Fukuoka - Estimated Quantity
FFP

Type A Aircraft IAW definition in Appendix A of the Fukuoka PWS. Price per aircraft regardless of time/day of arrival or departure. Contractor may invoice under this CLIN only when it performs services that include physical activity at the aircraft for an aircraft arrival/departure. An aircraft arrival/departure is considered one single event for invoicing purposes, regardless of the time on the ground.

FOB: Destination

SIGNAL CODE: A

NET AMT	\$3,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000601		30	Each		\$0.00

Funding for CLIN 0006

FFP

FOB: Destination

PURCHASE REQUEST NUMBER: F3SF379035A001

PROJECT: 000

SIGNAL CODE: A

NET AMT	\$0.00
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ACRN AA

CIN: F3SF379035A0010000AA

	\$3,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1	Each	\$500.00	\$500.00

Itazuki Fukuoka - Estimated Quantity
FFP

Type B Aircraft IAW Appendix A of the Fukuoka PWS. Price per aircraft regardless of time/day of arrival or departure. Contractor may invoice under this CLIN only when it performs services that include physical activity at the aircraft for an aircraft arrival/departure. An aircraft arrival/departure is considered one single event for invoicing purposes, regardless of the time on the ground.

FOB: Destination

SIGNAL CODE: A

NET AMT	\$500.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000701		1	Each		\$0.00

Funding 0007

FFP

FOB: Destination

PURCHASE REQUEST NUMBER: F3SF379035A001

PROJECT: 000

SIGNAL CODE: A

NET AMT	\$0.00
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ACRN AA

CIN: F3SF379035A0010000AA

\$500.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	REIMBURSABLE FFP Cost of minor repair and maintenance in accordance with Appendix C-2 of the Itazuki Fukuoka PWS. FOB: Destination SIGNAL CODE: A	1	Lot	\$125.00	\$125.00 NTE

NET AMT	\$125.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Insurance FFP Breakout cost of insurance to cover loss, damage, destruction, or theft of government-furnished equipment (except for those items identified as exempt) identified in Appendix C-2 of both the Misawa and Itazuki Fukuoka Performance Work Statements. FOB: Destination SIGNAL CODE: A	1	Each	\$2,000.00	\$2,000.00

NET AMT	\$2,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		12	Months	\$55,156.00	\$661,872.00
OPTION	OPT YR 1 - 1 OCT 09 THROUGH 30 SEP 10				
	FFP				
	Basic Monthly Service - Contractor shall provide Air Terminal and Ground Handling Services at Misawa AB Japan IAW the attached PWS. Basic monthly service fee for Misawa operation, to include any aircraft arrival and departure where requirements do not include handling cargo or passengers to include workload identified in Appendix D-2.				
	FOB: Destination				
	SIGNAL CODE: A				

NET AMT	\$661,872.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		100	Each	\$100.00	\$10,000.00
OPTION	Misawa - Estimated Quantity				
	FFP				
	Narrow Body Aircraft IAW definition in Appendix A of the Misawa PWS. Contractor may invoice under this CLIN only when it performs services that include physical activity at the aircraft for an aircraft arrival/departure involving passengers and/or cargo. An aircraft arrival/departure is considered one single event for invoicing purposes, regardless of the time on ground.				
	FOB: Destination				
	SIGNAL CODE: A				

NET AMT	\$10,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		50	Each	\$500.00	\$25,000.00

OPTION

Misawa - Estimated Quantity
FFP

Wide-Body Aircraft IAW definition in Appendix A of the Misawa PWS.
Contractor may invoice under this CLIN only when it performs services that include physical activity at the aircraft for an aircraft arrival/departure involving passengers and/or cargo. An aircraft arrival/departure is considered one single event for invoicing purposes, regardless of the time on ground.

FOB: Destination

SIGNAL CODE: A

NET AMT

\$25,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		1	Lot	\$250.00	\$250.00 NTE

OPTION

REIMBURSABLE
FFP

Cost of minor repair and maintenance IAW Appendix C-2 of the Misawa PWS

FOB: Destination

SIGNAL CODE: A

NET AMT

\$250.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		12	Months	\$15,771.00	\$189,252.00
OPTION	Fukuoka FFP Contractor shall provide Air Terminal and Ground Handling Services at Itazuki Fukuoka IAP, Japan IAW the attached PWS. Basic monthly service fee for station operation, 0900 to 1300 local, Monday through Friday. FOB: Destination SIGNAL CODE: A				

NET AMT	\$189,252.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006		60	Each	\$100.00	\$6,000.00
OPTION	Itazuki Fukuoka - Estimated Quantity FFP Type A Aircraft IAW definition in Appendix A of the Fukuoka PWS. Price per aircraft regardless of time/day of arrival or departure. Contractor may invoice under this CLIN only when it performs services that include physical activity at the aircraft for an aircraft arrival/departure. An aircraft arrival/departure is considered one single event for invoicing purposes, regardless of the time on the ground. FOB: Destination SIGNAL CODE: A				

NET AMT	\$6,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007		3	Each	\$500.00	\$1,500.00
OPTION	Itazuki Fukuoka - Estimated Quantity FFP Type B Aircraft IAW Appendix A of the Fukuoka PWS. Price per aircraft regardless of time/day of arrival or departure. Contractor may invoice under this CLIN only when it performs services that include physical activity at the aircraft for an aircraft arrival/departure. An aircraft arrival/departure is considered one single event for invoicing purposes, regardless of the time on the ground. FOB: Destination SIGNAL CODE: A				

NET AMT	\$1,500.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008		1	Lot	\$250.00	\$250.00 NTE
OPTION	REIMBURSABLE FFP Cost of minor repair and maintenance in accordance with Appendix C-2 of the Itazuki Fukuoka PWS. FOB: Destination SIGNAL CODE: A				

NET AMT	\$250.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009		1	Each	\$2,000.00	\$2,000.00
OPTION	Insurance FFP Breakout cost of insurance to cover loss, damage, destruction, or theft of government-furnished equipment (except for those items identified as exempt) identified in Appendix C-2 of both the Misawa and Itazuki Fukuoka Performance Work Statements FOB: Destination SIGNAL CODE: A				

NET AMT	\$2,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Months	\$56,862.00	\$682,344.00
OPTION	OPT YR 2 - 1 OCT 10 THROUGH 30 SEP 11 FFP Basic Monthly Service - Contractor shall provide Air Terminal and Ground Handling Services at Misawa AB Japan IAW the attached PWS. Basic monthly service fee for Misawa operation, to include any aircraft arrival and departure where requirements do not include handling cargo or passengers to include workload identified in Appendix D-2. FOB: Destination SIGNAL CODE: A				

NET AMT	\$682,344.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		100	Each	\$100.00	\$10,000.00
OPTION	Misawa - Estimated Quantity FFP Narrow Body Aircraft IAW definition in Appendix A of the Misawa PWS. Contractor may invoice under this CLIN only when it performs services that include physical activity at the aircraft for an aircraft arrival/departure involving passengers and/or cargo. An aircraft arrival/departure is considered one single event for invoicing purposes, regardless of the time on ground. FOB: Destination SIGNAL CODE: A				

NET AMT

\$10,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		50	Each	\$500.00	\$25,000.00
OPTION	Misawa - Estimated Quantity FFP Wide-Body Aircraft IAW definition in Appendix A of the Misawa PWS. Contractor may invoice under this CLIN only when it performs services that include physical activity at the aircraft for an aircraft arrival/departure involving passengers and/or cargo. An aircraft arrival/departure is considered one single event for invoicing purposes, regardless of the time on ground. FOB: Destination SIGNAL CODE: A				

NET AMT

\$25,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004		1	Lot	\$250.00	\$250.00 NTE
OPTION	REIMBURSABLE FFP Cost of minor repair and maintenance IAW Appendix C-2 of the Misawa PWS FOB: Destination SIGNAL CODE: A				

NET AMT

\$250.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005		12	Months	\$16,262.00	\$195,144.00
OPTION	Fukuoka FFP Contractor shall provide Air Terminal and Ground Handling Services at Itazuki Fukuoka IAP, Japan IAW the attached PWS. Basic monthly service fee for station operation, 0900 to 1300 local, Monday through Friday. FOB: Destination SIGNAL CODE: A				

NET AMT

\$195,144.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006		60	Each	\$100.00	\$6,000.00
OPTION	Itazuki Fukuoka - Estimated Quantity FFP Type A Aircraft IAW definition in Appendix A of the Fukuoka PWS. Price per aircraft regardless of time/day of arrival or departure. Contractor may invoice under this CLIN only when it performs services that include physical activity at the aircraft for an aircraft arrival/departure. An aircraft arrival/departure is considered one single event for invoicing purposes, regardless of the time on the ground. FOB: Destination SIGNAL CODE: A				

NET AMT	\$6,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007		3	Each	\$500.00	\$1,500.00
OPTION	Itazuki Fukuoka - Estimated Quantity FFP Type B Aircraft IAW Appendix A of the Fukuoka PWS. Price per aircraft regardless of time/day of arrival or departure. Contractor may invoice under this CLIN only when it performs services that include physical activity at the aircraft for an aircraft arrival/departure. An aircraft arrival/departure is considered one single event for invoicing purposes, regardless of the time on the ground. FOB: Destination SIGNAL CODE: A				

NET AMT	\$1,500.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008		1	Lot	\$250.00	\$250.00 NTE
OPTION	REIMBURSABLE FFP Cost of minor repair and maintenance in accordance with Appendix C-2 of the Itazuki Fukuoka PWS. FOB: Destination SIGNAL CODE: A				

NET AMT	\$250.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009		1	Each	\$2,000.00	\$2,000.00
OPTION	Insurance FFP Breakout cost of insurance to cover loss, damage, destruction, or theft of government-furnished equipment (except for those items identified as exempt) identified in Appendix C-2 of both the Misawa and Itazuki Fukuoka Performance Work Statements. FOB: Destination SIGNAL CODE: A				

NET AMT	\$2,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		12	Months	\$58,618.00	\$703,416.00
OPTION	OPT YR 3 - 1 OCT 11 THROUGH 30 SEP 12				
	FFP				
	Basic Monthly Service - Contractor shall provide Air Terminal and Ground Handling Services at Misawa AB Japan IAW the attached PWS. Basic monthly service fee for Misawa operation, to include any aircraft arrival and departure where requirements do not include handling cargo or passengers to include workload identified in Appendix D-2.				
	FOB: Destination				
	SIGNAL CODE: A				

NET AMT	\$703,416.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		100	Each	\$100.00	\$10,000.00
OPTION	Misawa - Estimated Quantity				
	FFP				
	Narrow Body Aircraft IAW definition in Appendix A of the Misawa PWS. Contractor may invoice under this CLIN only when it performs services that include physical activity at the aircraft for an aircraft arrival/departure involving passengers and/or cargo. An aircraft arrival/departure is considered one single event for invoicing purposes, regardless of the time on ground.				
	FOB: Destination				
	SIGNAL CODE: A				

NET AMT	\$10,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		50	Each	\$500.00	\$25,000.00
OPTION	Misawa - Estimated Quantity FFP Wide-Body Aircraft IAW definition in Appendix A of the Misawa PWS. Contractor may invoice under this CLIN only when it performs services that include physical activity at the aircraft for an aircraft arrival/departure involving passengers and/or cargo. An aircraft arrival/departure is considered one single event for invoicing purposes, regardless of the time on ground. FOB: Destination SIGNAL CODE: A				

NET AMT	\$25,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004		1	Lot	\$250.00	\$250.00 NTE
OPTION	REIMBURSABLE FFP Cost of minor repair and maintenance IAW Appendix C-2 of the Misawa PWS FOB: Destination SIGNAL CODE: A				

NET AMT	\$250.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005		12	Months	\$16,767.00	\$201,204.00
OPTION	Fukuoka FFP Contractor shall provide Air Terminal and Ground Handling Services at Itazuki Fukuoka IAP, Japan IAW the attached PWS. Basic monthly service fee for station operation, 0900 to 1300 local, Monday through Friday. FOB: Destination SIGNAL CODE: A				

NET AMT	\$201,204.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006		60	Each	\$100.00	\$6,000.00
OPTION	Itazuki Fukuoka - Estimated Quantity FFP Type A Aircraft IAW definition in Appendix A of the Fukuoka PWS. Price per aircraft regardless of time/day of arrival or departure. Contractor may invoice under this CLIN only when it performs services that include physical activity at the aircraft for an aircraft arrival/departure. An aircraft arrival/departure is considered one single event for invoicing purposes, regardless of the time on the ground. FOB: Destination SIGNAL CODE: A				

NET AMT	\$6,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007		3	Each	\$500.00	\$1,500.00
OPTION	Itazuki Fukuoka - Estimated Quantity FFP Type B Aircraft IAW Appendix A of the Fukuoka PWS. Price per aircraft regardless of time/day of arrival or departure. Contractor may invoice under this CLIN only when it performs services that include physical activity at the aircraft for an aircraft arrival/departure. An aircraft arrival/departure is considered one single event for invoicing purposes, regardless of the time on the ground. FOB: Destination SIGNAL CODE: A				

NET AMT	\$1,500.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008		1	Lot	\$250.00	\$250.00 NTE
OPTION	REIMBURSABLE FFP Cost of minor repair and maintenance in accordance with Appendix C-2 of the Itazuki Fukuoka PWS. FOB: Destination SIGNAL CODE: A				

NET AMT	\$250.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009		1	Each	\$2,000.00	\$2,000.00
OPTION	insurance FFP Breakout cost of insurance to cover loss, damage, destruction, or theft of government-furnished equipment (except for those items identified as exempt) identified in Appendix C-2 of both the Misawa and Itazuki Fukuoka Performance Work Statements FOB: Destination SIGNAL CODE: A				

NET AMT	\$2,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		12	Months	\$60,428.00	\$725,136.00
OPTION	OPT YR 4 - 1 OCT 12 THROUGH 30 SEP 13 FFP Basic Monthly Service - Contractor shall provide Air Terminal and Ground Handling Services at Misawa AB Japan IAW the attached PWS. Basic monthly service fee for Misawa operation, to include any aircraft arrival and departure where requirements do not include handling cargo or passengers to include workload identified in Appendix D-2. FOB: Destination SIGNAL CODE: A				

NET AMT	\$725,136.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		100	Each	\$100.00	\$10,000.00
OPTION	Misawa - Estimated Quantity				

FFP

Narrow Body Aircraft IAW definition in Appendix A of the Misawa PWS.
Contractor may invoice under this CLIN only when it performs services that include physical activity at the aircraft for an aircraft arrival/departure involving passengers and/or cargo. An aircraft arrival/departure is considered one single event for invoicing purposes, regardless of the time on ground.

FOB: Destination

SIGNAL CODE: A

NET AMT	\$10,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		50	Each	\$500.00	\$25,000.00
OPTION	Misawa - Estimated Quantity				

FFP

Wide-Body Aircraft IAW definition in Appendix A of the Misawa PWS.
Contractor may invoice under this CLIN only when it performs services that include physical activity at the aircraft for an aircraft arrival/departure involving passengers and/or cargo. An aircraft arrival/departure is considered one single event for invoicing purposes, regardless of the time on ground.

FOB: Destination

SIGNAL CODE: A

NET AMT	\$25,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004		1	Lot	\$250.00	\$250.00 NTE
OPTION	REIMBURSABLE				
	FFP				
	Cost of minor repair and maintenance IAW Appendix C-2 of the Misawa PWS				
	FOB: Destination				
	SIGNAL CODE: A				

NET AMT	\$250.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005		12	Months	\$17,288.00	\$207,456.00
OPTION	Fukuoka				
	FFP				
	Contractor shall provide Air Terminal and Ground Handling Services at Itazuki				
	Fukuoka IAP, Japan IAW the attached PWS. Basic monthly service fee for station				
	operation, 0900 to 1300 local, Monday through Friday.				
	FOB: Destination				
	SIGNAL CODE: A				

NET AMT	\$207,456.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006		60	Each	\$100.00	\$6,000.00
OPTION	Itazuki Fukuoka - Estimated Quantity FFP Type A Aircraft IAW definition in Appendix A of the Fukuoka PWS. Price per aircraft regardless of time/day of arrival or departure. Contractor may invoice under this CLIN only when it performs services that include physical activity at the aircraft for an aircraft arrival/departure. An aircraft arrival/departure is considered one single event for invoicing purposes, regardless of the time on the ground. FOB: Destination SIGNAL CODE: A				

NET AMT	\$6,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007		3	Each	\$500.00	\$1,500.00
OPTION	Itazuki Fukuoka - Estimated Quantity FFP Type B Aircraft IAW Appendix A of the Fukuoka PWS. Price per aircraft regardless of time/day of arrival or departure. Contractor may invoice under this CLIN only when it performs services that include physical activity at the aircraft for an aircraft arrival/departure. An aircraft arrival/departure is considered one single event for invoicing purposes, regardless of the time on the ground. FOB: Destination SIGNAL CODE: A				

NET AMT	\$1,500.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008		1	Lot	\$250.00	\$250.00 NTE
OPTION	REIMBURSABLE FFP Cost of minor repair and maintenance in accordance with Appendix C-2 of the Itazuki Fukuoka PWS. FOB: Destination SIGNAL CODE: A				
NET AMT					\$250.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009		1	Each	\$2,000.00	\$2,000.00
OPTION	Insurance FFP Breakout cost of insurance to cover loss, damage, destruction, or theft of government-furnished equipment (except for those items identified as exempt) identified in Appendix C-2 of both the Misawa and Itazuki Fukuoka Performance Work Statements. FOB: Destination SIGNAL CODE: A				
NET AMT					\$2,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000801	Funding for CLIN 0008 FFP FOB: Destination PURCHASE REQUEST NUMBER: F3SF379035A001 PROJECT: 000 SIGNAL CODE: A	1	Lot		\$0.00

NET AMT	\$0.00
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ACRN AA	\$125.00
CIN: F3SF379035A0010000AA	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000901	Funding for CLIN 0009 FFP FOB: Destination PURCHASE REQUEST NUMBER: F3SF379035A001 PROJECT: 000 SIGNAL CODE: A	1	Each		\$0.00

NET AMT	\$0.00
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ACRN AA	\$2,000.00
CIN: F3SF379035A0010000AA	

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government

0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-APR-2009 TO 30-SEP-2009	N/A	HQ AMC A45R - F3SF37 CARNAKO, JERRY 402 SCOTT DR UNIT 2A2 SCOTT AFB IL 62225-5308 618-229-2535 FOB: Destination	F3SF37
0002	POP 01-APR-2009 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
0003	POP 01-APR-2009 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
0004	POP 01-APR-2009 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
0005	POP 01-APR-2009 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
0006	POP 01-APR-2009 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
0007	POP 01-APR-2009 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
0008	N/A	N/A	N/A	N/A
1001	POP 01-APR-2009 TO 30-SEP-2009	N/A	HQ AMC A45R - F3SF37 CARNAKO, JERRY 402 SCOTT DR UNIT 2A2 SCOTT AFB IL 62225-5308 618-229-2535 FOB: Destination	F3SF37
1002	POP 01-APR-2009 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
1003	POP 01-APR-2009 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37

1004	POP 01-APR-2009 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
1005	POP 01-APR-2009 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
1006	POP 01-APR-2009 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
1007	POP 01-APR-2009 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
1008	N/A	N/A	N/A	N/A
2001	POP 01-APR-2009 TO 30-SEP-2009	N/A	HQ AMC A45R - F3SF37 CARNAKO, JERRY 402 SCOTT DR UNIT 2A2 SCOTT AFB IL 62225-5308 618-229-2535 FOB: Destination	F3SF37
2002	POP 01-APR-2009 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
2003	POP 01-APR-2009 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
2004	POP 01-APR-2009 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
2005	POP 01-APR-2009 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
2006	POP 01-APR-2009 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
2007	POP 01-APR-2009 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
2008	N/A	N/A	N/A	N/A
3001	POP 01-APR-2009 TO 30-SEP-2009	N/A	HQ AMC A45R - F3SF37 CARNAKO, JERRY 402 SCOTT DR UNIT 2A2 SCOTT AFB IL 62225-5308 618-229-2535 FOB: Destination	F3SF37
3002	POP 01-APR-2009 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
3003	POP 01-APR-2009 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37

3004	POP 01-APR-2009 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
3005	POP 01-APR-2009 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
3006	POP 01-APR-2009 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
3007	POP 01-APR-2009 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
3008	N/A	N/A	N/A	N/A
4001	POP 01-APR-2009 TO 30-SEP-2009	N/A	HQ AMC A45R - F3SF37 CARNAKO, JERRY 402 SCOTT DR UNIT 2A2 SCOTT AFB IL 62225-5308 618-229-2535 FOB: Destination	F3SF37
4002	POP 01-APR-2009 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
4003	POP 01-APR-2009 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
4004	POP 01-APR-2009 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
4005	POP 01-APR-2009 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
4006	POP 01-APR-2009 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3SF37
4007	N/A	N/A	N/A	N/A
4008	N/A	N/A	N/A	N/A

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930.FD40 689 6594 101000 142V22 592EM 41125F 667100 F67100 ESP:JL
 AMOUNT: \$441,318.00
 CIN F3SF379035A0010000AA: \$441,318.00

CONTINUATION OF SF 1449
 CONTINUATION OF SF 1449

1. Continuation of Block 18b. All invoices will be submitted using Wide Area Work Flow – Receipt and Acceptance (WAWF-RA) in accordance with DFARS 252.232-7003 Electronic Submission of Payment Requests and the Routing Sheet, page ___ of ___
2. Continuation of Blocks 19 – 24. Performance of this contract shall begin 1 Apr 09, or date of award if subsequent thereto. It shall continue through 30 Sep 09, (30 Sep 10, if Option Year One is exercised, 30 Sep 11, if Option Year Two is exercised, 30 Sep 12 if Option Year Three is exercised, and 30 Sep 13 if Option Year Four is exercised) unless terminated or canceled sooner under the provisions of this contract or unless extended pursuant to FAR 52.217-8.

CLAUSES BY REFERENCE**CLAUSES INCORPORATED BY REFERENCE**

52.203-3	Gratuities	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.204-2	Security Requirements	AUG 1996
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.212-1	Instructions to Offerors--Commercial Items	JUN 2008
52.212-4	Contract Terms and Conditions – Commercial Items	OCT 2008
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	AUG 2007
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.228-3	Workers' Compensation Insurance (Defense Base Act)	APR 1984
52.228-4	Workers Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-18	Availability Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment and Vegetation	APR 1984
52.245-1 Alt I	Government Property (Jun 2007) Alternate I	JUN 2007

52.245-1	Government Property (Applicable to K-Loaders only) Use and Charges	JUN 2007
52.245-9		JUN 2007
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.211-7003	Item Identification and Valuation	AUG 2008
252.211-7007	Item Unique Identification of Government Property	SEP 2007
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.225-7042	Authorization To Perform	APR 2003
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States For purposes of this clause, the blanks are completed as follows: (d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQ AFSFC/SFPA, (210)925-7035/36 and at http://at-awareness.org	MAR 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.228-7003	Capture and Detention	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAR 2008
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
5552.204-9000	Notification of Government Security Activity and Visitor Group Security Agreements	APR 2007
5552.204-9001	Facility Clearance	APR 2007
5552.223-9001	Health and Safety on Government Installations	APR 2007

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2008)

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

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2008) (DEVIATION)

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

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

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

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

(b) (1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in 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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(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 (June 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, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)
- (vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
- (viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, *et seq.*)
- (ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements "(Nov 2007)" (41 U.S.C. 351, *et seq.*)
- (x) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

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

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at least 15 calendar days prior to the expiration of the existing contract..

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

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

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

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

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/>

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 _____. [*insert regulation name*] (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

52.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2008) (DEVIATION)

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

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

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

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

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

(i) the unclassified environment; or

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

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

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

(1) Contractors shall provide a listing of their employees that will require a CAC to the contracting officer. The listing will contain the following information in order for a CAC

application to be created in the Contractor Verification System (CVS): last, middle, and first names; Social Security Number; Date of Birth; email address; the contract number; and the contract end date. The contracting officer will provide a copy of the list to the government representative in the local organization designated to authorize issuance of contractor CACs (i.e., Trusted Agent (TA)). The TA will then create a CAC application in the Contractor Verification System (CVS.)

(2) Once the TA has created the CAC application, a temporary login/password will be generated in CVS. The TA will notify each contractor employee when his/her application is created and will securely distribute the login/password to that contractor employee. Each contractor employee will then enter the CVS web site using the temporary login/password and complete the CAC application and submit it back to the TA.

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

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

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

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

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

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

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

(3) Report lost or stolen CACs immediately to the TA, the USTRANSCOM Security Services

Center, or to a designated USTRANSCOM representative.

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

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

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

REQUIRED INSURANCE - MISAWA AB

In accordance with FAR 52.228-5, Insurance – Work on a Government Installation, the contractor shall comply with the following types and amount of insurance. Evidence of insurance shall be provided the Contracting Officer at the Post Award Conference and each year prior to beginning of any option period.

<u>TYPE</u>	<u>AMOUNT</u>
<u>Automobile</u>	
Bodily Injury Liability	\$200,000 per person \$500,000 per occurrence
Property Damage Liability	\$20,000 per occurrence
<u>Comprehensive General Liability</u>	
Bodily Injury Liability	\$500,000 per occurrence

Worker's Compensation and Employers Liability

Worker's Compensation and Occupational Coverage in accordance with statutory limits.

Employer's Liability Coverage with a minimum limit of \$100,000.00

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

CONTRACTOR REQUIRED INSURANCE - FUKUOKA IAP

The contractor shall procure and maintain a level of insurance coverage commensurate with the commercial standard and in accordance with the host nation's statutory limits during the entire period of performance under this contract. The policies shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective until

30 days after the insurer or the Contractor gives written notice of cancellation or change to the Contracting Officer.

Evidence of insurance shall be provided the Contracting Officer at the Post Award Conference and each year prior to beginning of any option period.

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

CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS

(a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and *[insert any additional requirements to comply with local security procedures]* to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Volume 1, The Air Force Installation Security Program, and AFI 31-501, Personnel Security Program Management, as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

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

REQUIREMENTS AFFECTING CONTRACTOR PERSONNEL PERFORMING MISSION ESSENTIAL SERVICES

(a) The Contracting Officer has identified all or a portion of the services performed under this contract as “Essential DoD Contractor Services” as defined and described in DoD Instruction (DoDI) 3020.37, “Continuation of Essential DoD Contractor Services During Crises.” Hereafter, the personnel identified by the contractor to perform these services shall be referred to as “Mission Essential Contractor Personnel.”

(b) Within 30 calendar days after contract award or incorporation of this clause into a contract by modification, the Contractor shall provide a written list of all “Mission Essential Contractor Personnel” to the Contracting Officer or designee. The list shall identify names and country(ies) where each employee will perform work under this contract.

(c) As required to comply with or perform pursuant to DoD or Air Force requirements, the contracting officer shall direct the contractor to comply with requirements intended to safeguard the safety and health of Mission Essential Contractor Personnel. The Contracting Officer may communicate the requirements through a letter of notification or other means, and subsequently modify the contract to incorporate the requirements via full text or by reference. The Contractor may file a proposal for cost or other impacts under the Changes clause or a Request for Equitable Adjustment.

(d) This clause shall be inserted in all subcontracts meeting the criteria in paragraph (a) of this clause.

JAPAN REQUIREMENTS**CONTRACTS TO BE PERFORMED IN JAPAN**

The Status of Forces Agreement between the United States and Japan (SOFA) governs the rights and obligations of the United States armed forces in Japan. Unless a contractor is present in Japan solely to perform under a contract with the United States for the sole benefit of the United States armed forces in Japan and is accorded privileges under SOFA Article XIV, it and its employees shall be subject to all the laws and regulations of Japan. Certain contractor employees and their dependents not accorded privileges under SOFA Article XIV may be accorded privileges under SOFA Article I(b). Dependents of contractors or of contractor employees who receive SOFA Article XIV status do not receive status under SOFA Article XIV or SOFA Article I(b). The Contractor shall comply with the instruction of the Contracting Officer concerning the entry of its employees, equipment, and supplies into Japan, and shall comply with all applicable Japanese laws and regulations as well United States Forces Japan (USFJ) and USFJ component policies and regulations during the performance of this contract.

SOFA ARTICLE XIV STATUS

(a) Awardee may apply for Article XIV status under the United States – Japan Status of Forces Agreement (SOFA). Offers shall be prepared based on the assumption that SOFA Article XIV status will be granted by Government in consultation with the Government of Japan. If the Government determines

that Awardee does not qualify for SOFA Article XIV status or that SOFA Article XIV status is otherwise inappropriate, an equitable adjustment shall be made to the cost/price and other appropriate terms of the contract. Persons, including corporations organized under the laws of the United States, and their employees who are ordinarily resident in the United States and whose presence in Japan is solely for the purpose of executing contracts with the United States for the benefit of the United States armed forces may acquire privileged status under SOFA Article XIV. Such contractors and contractor employees are eligible for agency privileges and benefits under the SOFA but otherwise remain subject to the laws and regulations of Japan. Neither SOFA Article XIV nor SOFA Article I(b) status and privileges extend to dependents of SOFA Article XIV contractors or contractor employees.

(b) Procedures.

(1) Formal application for SOFA Article XIV status shall be made to HQ USFJ only after the contract has been awarded and the contractor's place of operation in Japan has been determined.

(2) A contractor seeking SOFA Article XIV status for itself and its employees shall submit the following to the Contracting Officer as part of its offer:

(i) Proof that the contractor is a person ordinarily resident in the United States or a corporation organized under the laws of the United States and that its presence in Japan is solely for the purpose of executing contracts with the United States for the benefit of the United States armed forces; and

(ii) Proof that the contractor's employees are persons ordinarily resident in the United States and that their presence in Japan is solely for the purpose of performing work under contracts with the United States for the benefit of the United States armed forces.

(3) The Contracting Officer shall make the initial determination whether the contractor qualifies for SOFA Article XIV status. Upon a determination of qualification, the Contracting Officer shall forward a request for designation to Commander, U.S. Forces Japan, ATTN: USFJ/J5, Unit 5068, APO AP 96328. The request shall include the items requested in subparagraph (b)(2), a full explanation of the necessity of using a United States contractor and relevant documentation.

(4) HQ USFJ shall make the final determination on the contractor's SOFA Article XIV status upon consultation with the Government of Japan.

(5) Upon receipt of HQ USFJ approval, the Contracting Officer shall issue Letters of Identification indicating SOFA Article XIV status has been granted to the contractor and contractor employees.

(6) Once a contractor has been designated under SOFA Article XIV, it is not necessary that it be re-designated if a follow-on contract is awarded to that contractor; provided the new contract does not involve a material change from the work under which the SOFA Article XIV designation was originally granted and there is no significant delay between completion of the existing contract and initiation of performance under the follow-on contract.

(c) SOFA Article XIV privileges and benefits. In accordance with SOFA Article XIV, paragraphs 3 through 8, upon certification by appropriate United States authorities as to their identity, such persons and their employees shall be accorded the following benefits of the SOFA. *Note: Privileges and benefits afforded under SOFA Article XIV do not extend to dependents/family members.*

(1) Access to and movement between facilities and areas in use by the United States armed forces and between such facilities and areas and the ports or airports of Japan as provided for in SOFA Article V, paragraph 2;

(2) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX;

(3) Exemption from customs duties and other such charges on furniture and household goods for private use imported by person when they first arrive to work in Japan, vehicles and parts imported for private use, and reasonable quantities of clothing and household goods for everyday private use which are mailed into Japan through United States military post offices as provided for in SOFA Article XI, paragraph 3;

(4) If authorized by the installation commander or designee, the right to use Navy exchanges, post exchanges, base exchanges, commissaries, messes, social clubs, theaters, newspapers and other non-appropriated fund organizations regulated by United States military authorities as provided for in SOFA Article XV;

(5) The transmission into or outside of Japan of United States dollar or dollar instruments realized as a result of contract performance as provided for in SOFA Article XIX, paragraph 2;

(6) The use of postal facilities as provided for in SOFA Article XXI;

(7) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment except that such exemption shall not apply to the employment of local nationals in Japan;

(8) Exemption from taxes and similar charges of Japan on depreciable assets except houses, held, used, or transferred for the execution of contracts referenced in subparagraph (a);

(9) Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan. No exemption from taxes payable for the use of roads by private vehicles is provided under SOFA Article XIV;

(10) Exemption from income or corporation taxes of the Government of Japan or any other taxing agency in Japan on any income derived under a contract made in the United States with the Government of the United States in connection with the construction, maintenance or operation of any of the facilities or area covered by the SOFA. The provisions of this paragraph do not exempt such persons from payment of income or corporation taxes on income derived from Japanese sources;

(11) Japan authorities have the right to exercise jurisdiction over SOFA personnel in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise such jurisdiction as is conferred on it by the law of the United States.

LOGISTIC SUPPORT

Contractor, contractor personnel, and in the case of personnel granted SOFA Article I(b) status, dependents, shall, subject to availability as determined by the installation commander or designee, be provided logistic support including, but not limited to, the items below.

- (a) Navy, Base or Post Exchange, exchange service stations, theaters, and commissary (Article I(b) personnel/dependents and Article XIV personnel only);
- (b) Laundry and dry cleaning;
- (c) Military banking facilities (Article I(b) personnel/dependents and Article XIV personnel only);
- (d) Transient billeting facilities;
- (e) Open mess (club) membership, as determined by each respective club (Article I(b) personnel/dependents and Article XIV personnel only);
- (f) Casualty assistance (mortuary services) on a reimbursable basis;
- (g) Routine medical care on a reimbursable basis for U.S. citizens and emergency medical care on a reimbursable basis for non-U.S. citizens;
- (h) Dental care, limited to relief of emergencies on a reimbursable basis;
- (i) Department of Defense Dependent Schools on a space-available and tuition-paying basis;
- (j) Postal support, as authorized by military postal regulations (Article I(b) personnel/dependents and Article XIV personnel only);
- (k) Local recreation services on a space-available basis;
- (l) Issuance of U.S. Forces, Japan Operator's Permit (Article I(b) personnel/dependents and Article XIV personnel only);
- (m) Issuance of vehicle license plates (Article I(b) personnel/dependents and Article XIV personnel only).
- (n) Purchase of petroleum and oil products
- (o) Employment, emergency leave, and home leave-type travel and transportation for principal U.S. civilian employees and their families will be provided on a reimbursable basis, insofar as such travel and transportation entitlements do not exceed those authorized members of the U.S. civilian component. The Contractor shall not be allowed space available travel privileges aboard Air Mobility Command contract or military aircraft as provided military personnel unless such person travels in a retired military status.

HOST NATION REQUIREMENTS

The contractor shall, without additional expense to the government, be responsible for obtaining any necessary licenses, permits, visas, etc. required to perform this contract and for complying with any

Federal, State, Japanese, and municipal laws, codes, and regulations applicable to the performance of work in Japan.

WAWF
WIDE AREA WORK FLOW - RA

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

CONTRACT HTC711-09-C-0003

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

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

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

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

1. CONTRACT NUMBER: HTC711-09-C-0003
2. CAGE CODE: 6B700
3. PAY OFFICE DODAAC: F67100
4. TYPE OF DOCUMENT: COMBO
5. INSPECTION ACCEPTANCE: DESTINATION
6. ISSUE BY DODAAC: HTC711
7. ADMIN DODAAC: HTC711
8. SERVICE ACCEPTOR/SHIP TO: HTC711

CONTRACT ATTACHMENTS

CONTRACT ATTACHMENTS

ATCH NO.	TITLE	DATE	PAGES
1	Performance Work Statement – Misawa	16 Dec 08	28
2	Performance Work Statement – Fukuoka	16 Dec 08	19
3	Contract Security Classification Specification (DD Form254)	21 Nov 08	2