

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS)

21 September 2006

C-1 For clarity, all references to the Federal Aviation Regulation in this PWS will be by reference to Title 14, Code of Federal Regulations (CFR) and abbreviated with the acronym “14 CFR”. All references to the Federal Acquisition Regulation will be abbreviated with the acronym “FAR”.

C-2 SCOPE

a. The Commercial Air Services (CAS) program provides contractor owned and operated aircraft to United States Navy (USN) Fleet customers and other Department of Defense (DoD) agencies for tanking of USN and other US Government agencies, in support of Foreign Military Sales (FMS) cases, Government contractors and other CAS aircraft capable of in air refueling. This support is provided in a variety of venues, from basic training to large multinational exercises or small, single unit training exercises, and in a variety of locations including multiple Continental United States (CONUS) sites and foreign and/or remote operating bases outside CONUS (OCONUS). The contractor shall operate aircraft from its maintenance facility at Omega Air, Inc, San Antonio International Airport, San Antonio, TX and locations on the East and/or West Coasts during periods of operations. See Section J, Attachment (1) for listing of potential operating sites.

b. This is a “dry” contract. Except as provided elsewhere herein, the contractor shall not be expected to purchase fuel.

C-3 REFERENCES

The Contractor shall meet all mandatory compliances referenced set out in the publications below.

<u>Publication</u>	<u>Title</u>
DoD 5220.22-M	National Industrial Security Program Operation Manual (NISPO) http://www.dtic.mil/whs/directives/corres/html522022m.htm
DoD 5500.7R	Joint Ethics Regulation (JER) www.defenselink.mil/dodgc/defense_ethics/ethics_regulation/
SECNAVINST 3770.1C	Use of Department of the Navy Aviation Facilities by other than United States Department of Defense Aircraft www.combatindex.com/mil_docs/secnav_3300.html
AFI 10-1002	Agreement for Civil Aircraft Use of Air Force Airfields www.useg.org/useg.html
AFI 10-1001	Civil Aircraft Landing Permits www.useg.org/useg.html
OPNAVINST 3710.7	NATOPS General Flight and Operating Instructions http://neds.daps.lda.mil/3710.htm
NWP 6-02.1	Multiservice Air-Air, Air-Surface, Surface-Air Brevity Codes (USAF publication AFJPAM 10-228) www.dtic.mil/doctrine/jel/service_pubs/brevity.pdf
FXP-2	Fleet Exercise Publications – 2 Will be provided at Award

FXP-3	Fleet Exercise Publications – 3 Will be provided at Award
ATP-1B	Allied Tactical Publications
FACSFACS VACAPESINST 3120.1 (series)	Operations Manual
FACSFACS SAN DIEGOINST 3120.1 (series)	Operations Manual
Various Local Base Directives	As Applicable

C-4 DEFINITIONS AND GLOSSARY

Aborted Mission. Aborted missions are any missions that are not completed as a result of Contractor Furnished Equipment (CFE) malfunction, contractor personnel, or other contractor error or failure to provide tanking services. If the Government aborts a mission after take-off for any reason, the Contractor shall be reimbursed for the flight time from take-off (lift-off) to landing (touch-down) plus 15 minutes.

Augmented Crew: When required, five crew members, up to three mechanics, and one Mission Coordinator/Ops Officer (if required) per aircraft.

Commercial-derivative aircraft. Aircraft originally designed, developed, manufactured by commercial companies and certified by the Federal Aviation Administration (FAA) (or equivalent foreign agency) with a Standard Airworthiness Certificate, to perform civilian flying missions.

Double Crew: When required, six crew members, up to four mechanics and one Mission Coordinator/Ops officer (if required) per aircraft.

Ferry Missions. A flight flown at the direction of the Government for the purpose of repositioning contractor aircraft.

Flight Operations. Periods of flight activity supported out of the contractor's maintenance facility, and operating sites.

Former military aircraft. Aircraft specifically designed, developed, and manufactured with Government funds (US or foreign) to perform unique military missions and certified by a US or foreign military agency to perform those missions.

Mission Flight Time. The mission flight time will be from time of take off to landing plus 15 minutes.

Non-operational status. A time when the tanker is at the contractor Maintenance Facility in San Antonio or operating sites with no crew attached and no missions tasked to that aircraft

Operational status. A time when the tanker has at least a standard crew attached and is at, or in transit, to a location to perform a mission.

Standard Crew: Three crew members (Captain, First Officer, Flight Engineer/AR Panel Operator); two mechanics and one Mission Coordinator/Ops officer (if required), per aircraft.

Successful Mission. A mission will be considered successful if the aircraft is flying and providing scheduled service in the scheduled operating area or location. If desired service cannot be provided due to malfunction(s) of equipment the Government is required to maintain or through Government direction to cancel a mission once airborne, only the portion of the flight prior to such failure or direction plus the recovery time via the most direct route will be counted as billable time.

Utility Flight. A flight flown at the direction of the Government for the purpose of transporting mission equipment and special mission personnel in support of specific tasking.

C-5 CONTRACT LINE ITEM NUMBER DESCRIPTIONS

TYPE V: LARGE TRANSPORT/TANKER - AIRCRAFT (CLINS 0X01, 0X02 AND 0X03)

Examples of missions for which this type of aircraft may be used are:

In-flight refueling (CLIN 0X01, 0X02, and 0X03). Perform aerial tanking of contractor or approved Government aircraft, thereby extending useful time on station and/or permitting overseas/long range operations. The contractor shall possess flight clearances from the Navy to refuel F-14, F/A-18A-F, EA-6B, S-3B, and AV-8B aircraft. At a minimum, the contractor shall provide the following capabilities: (1) Proceed to station 100 NM from base at 20,000 feet MSL. Loiter for 3 hours on refueling track. Provide up to 80,000 pounds of fuel to approved, probe equipped receiver aircraft and return to base with Instrument Flight Rules (IFR) fuel reserves. (2) Proceed nonstop from West Coast CONUS to Hickam AFB, HI providing a maximum of 80,000 pounds of fuel enroute to approved aircraft.

TYPE V - PERFORMANCE REQUIREMENTS	
Range:	Nonstop from West Coast CONUS to Hickam AFB, Hawaii, with up to a maximum of 5,000 pounds of additional mission payload and land with IFR fuel reserves while providing up to a maximum of 80,000 pounds of fuel to approved, probe configured receiver aircraft enroute.
Time On Station:	Minimum of 3 hours
Configuration/ Special Equipment:	Approved redundant probe and drogue (basket) refueling system. Additional special equipment: (1) At least 2 UHF receivers and transmitters, available to the pilots and refuel operator. (2) GPS system (3) TACAN

When CLIN 0X02 is exercised, the simultaneous presentation requirements will be as follows:

TYPE V SIMULTANEOUS PRESENTATIONS REQUIREMENTS		
CLINS	Minimum Number of Aircraft required for simultaneous presentations	Permanent Operating Site
0X01 and 0X02	2	None

When CLIN 0X02 is exercised, the minimum guaranteed quantity will be prorated at the time of exercise of the CLIN.

The offeror shall provide a single, fully burdened unit price utilizing the information provided below and information contained in the solicitation. If the contractor chooses to operate from a facility that does not have a Government fuels contract, the contractor shall be reimbursed for fuel only up to the published Defense Energy Supply Center (DESC) rates and not to exceed the actual minutes flown in direct support of this contract. The cost of fuel to fly Government missions is not included in the unit price. Fuel will be provided by the Government or reimbursed up to the rate for Government contract fuel under the Material/Shipping line item. In addition, costs for flights such as, but not limited to, maintenance test flights, or to ferry/transport personnel, aircraft or equipment to and from maintenance facilities or to train aircrew, are NOT to be included in the unit price and are not allowable as a direct charge.

The unit price shall include all costs for passports, visas, entry/exits permits, etc.: the shipment or trans-shipment of supplies, tools and aircraft equipment, and the transportation of contractor personnel and their belongings to the contractor's permanent operating location in San Antonio, Texas. The unit price shall be priced using a "Standard Crew," as defined in Paragraph C-4. Travel and Per Diem costs associated with operations will be reimbursable under the Travel/Per Diem line items.

C-6 AIRCRAFT MODIFICATION (CLIN 0X04)

The contractor may be required to install modifications/additional equipment on the tanker. The price for the services shall be negotiated and the Government shall provide a minimum of 90 days notice prior to the start of services. This CLIN is identified as a "To Be Negotiated" CLIN until requirements are identified and negotiated.

C-7 ADMINISTRATIVE/TECHNICAL DATA (CLIN 0X05)

Administrative/Technical Data shall be provided in accordance with the attached Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, A001 – A004, of this contract.

For purposes of CDRL A001, the material either furnished by the Government or acquired by the contractor at Government expense shall be defined as follows:

Group A: Consists of all installation parts, including consumables, required for the corresponding Group B component.

Group B: Consists of all components, units, and/or items specified in specific orders to be identified by serial number, model number, NSN (National Stock Number) and estimated value.

C-8 GFE EQUIPMENT INSTALLER/ MAINTAINER AND MAINTENANCE PERSONNEL NON-WORKING (STAND-BY) (CLIN 0X06)

The contractor shall provide installers/maintenance personnel to install, remove, and maintain GFE. Normal aircraft reconfiguration efforts must not be charged to this CLIN. Advanced authorization by the Scheduling Officer (SO) or Contracting Officer Representative (COR) is required.

C-9 PILOT IN NON-FLYING STATUS (CLIN 0X07)

The contractor shall provide pilot(s) for performing services other than flying, e.g. attending advanced meeting, scheduling meeting, briefs and debriefs and other non-flying requirements that are not a function of flying including time spent in a travel status. CLIN 0X08 and 0X09 are to cover additional crew requested when operations exceed a 14 hour day. Advance authorization by the SO or COR is required prior to utilization of this CLIN.

C-10 PILOT CAPTAIN IN NON-FLYING STATUS (STAND-BY) (CLIN 0X08)

The contractor will be reimbursed for pilot Captain when no flight operations are planned on any day while deployed for a maximum of any five (5) consecutive days at a time. Advanced authorization by the SO or COR is required prior to utilization of this CLIN.

C-11 PILOT FIRST OFFICER & FLIGHT ENGINEER NON-FLYING STATUS (STAND-BY) (CLIN 0X09)

The contractor will be reimbursed for one (1) Pilot First Officer and one (1) Flight Engineer when no flight operations are planned on any day while deployed for a maximum of any five (5) consecutive days at a time. The Pilot First Officer is the second in command. The Flight Engineer performs a variety of duties

including, but not limited to, fuel monitoring, engine monitoring, aerial refueling (AR) operator, and logistics support. Advanced authorization by the SO or COR in writing is required prior to utilization of this CLIN.

C-12 TRAVEL/PER DIEM (CLIN 0X10)

- a. Area of Travel. Performance under this contract will require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include, but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding, if required.
- b. Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.205-46 and applicable Government regulations, as limited by the Joint Travel Regulation (JTR). The SO or COR must approve all requests for travel and per diem reimbursements in accordance with FAR Subpart 31.2 and the Joint Travel Regulations (JTR). The COR or SO must approve all requests for travel and per diem reimbursements in excess of JTR limits in advance.. Examples of authorized TAD include attending training required by the Government and participating in exercises that require an overnight stay away from the maintenance facility in San Antonio, TX. **Any costs authorized in excess of the specific delivery order Travel CLIN limitation, must be approved by the PCO.** Travel and per diem costs incurred in the replacement or relocation of personnel will not be reimbursed when such replacement or relocation is for the contractor's or employee's convenience.
- c. The Government reserves the right to order DEMOB/MOB of contractor personnel to their designated base of operations or home of record and return when extended periods of non-flight operations occur.
- d. Travel.
- (1) The contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the SO or COR in writing. The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers without additional SO or COR approval.
 - (2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the applicable Government regulations. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.
 - (3) The contractor shall, in the performance of necessary travel, use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with good traffic management principles and operational conditions. When it is necessary to use air or rail travel, the contractor shall to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. If only higher classes of service are available, the contractor shall obtain approval from the SO, COR, or designated representative, prior to commencing travel. Each contractor performing official duty shall be reimbursed for travel and associated costs to and from the individual's home of record.
 - (4) Car Rental. The contractor shall be reimbursed for car rental upon approval by the SO or COR. Rental car requirements for the contractor tanker crew are normally: two (2) full size cars for a standard crew (3 people) and mechanics (2 people plus equipment); one compact car for Mission

Coordinator or Contractor Coordinator, if assigned, and one compact car for any augmented crew (2 people). If double crew is required, an additional full size car is authorized instead of a compact car.

e. Per Diem.

(1) Hotel/Motel (lodging) shall be paid to the contractor only to the extent that an overnight stay is necessary and authorized by the SO or COR. These rates will be based on rates contained in the applicable Government Regulations. When obtaining federal government/military rates is not possible, especially with short notice changes that are expected to occur during the performance of this contract, and because the contractor crew members are not officially employees of the government, the contractor shall obtain the lowest federal government contractor rate. The contractor must provide evidence of the lack of adequate hotels at the applicable government/military rates. In the event that housing is not available within the applicable Government Regulations, contact the SO, COR or PCO for approval to exceed. The Government will provide travel orders to show authorization to obtain government/military rate lodging. The contractor shall provide receipts for all lodging costs.

(2) Per Diem shall be paid to the contractor only to the extent that an overnight stay is necessary and authorized by the SO or COR. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the applicable Government Regulations. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure and on the day of return. If the aircraft is operating at a location that is within normal commuting distance (within 50 miles of the contractor's assigned personnel home of record), that person shall not be entitled to per diem or travel expenses.

(3) The Government reserves the right to require contractor personnel to be billeted in adequate or inadequate Government quarters, as defined by JTR, and will provide travel orders in such case.

(4) The Government requires all contractor employees to stay at the same location whenever possible.

f. Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor shall be reimbursed at the per diem rates identified in JTR.

g. If the Government has canceled a requirement or the contractor has been released early, and the contractor has been required to pay in advance for lodging, airfare, and is unable to obtain reimbursement from the hotel, airline, or rental car company, such reimbursement of otherwise allowable expenses will be allowed with SO or COR approval. The contractor must provide documentation from the company that cites refusal to refund the deposits or prepayment.

h. Travel Claims. Travel claims shall be submitted in accordance with NAVAIR Clause 5252.232-9502.

i. Handling Rate. There will be no handling rate paid under the travel CLIN.

C-13 MATERIAL/SHIPPING (CLIN 0X11)

a. Material provided under this line item is over and above that material priced in the flight minute unit price as material necessary to perform the services specified in Section C. Expendable material costs for items such as office supplies and tools of the trade shall be absorbed by the contractor in its overhead rate. Examples of allowable charges to this line item include, but are not limited to: airport use charges; landing fees; and the cost of fuel when Government provided fuel is not available. Any purchase of non-Government fuel above the Defense Energy Support Center (DESC) government rates must be preauthorized by the COR. Additional allowable charges to this line item include the following: the costs

of enroute flight planning, navigation and over flight rights, airfield landing fees and ramp charges when on foreign or OCONUS operations. These charges are allowable, but shall not have the material handling rate applied. Allowable charges for which a handling rate, at the percentage identified under CLIN 0X11, will be applicable are material and shipping costs incurred by the contractor at the direction of the PCO. The contractor shall be reimbursed for Material/Shipping costs, authorized by the PCO in writing, on the basis of actual payment for material/shipping procured directly for the contract. The material handling rate **will not** be applicable to this CLIN for other charges such as airport use charges; landing fees; the cost of fuel when Government provided fuel is not available, enroute flight planning, navigation and over flight rights, and airfield landing fees and ramp charges. The handling rate percentage will not include profit or any other markups and upon commencement of the contract the handling rate percentage shall be considered a final "fixed" rate percentage for all contract periods. The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized material/shipping. Any additional material will be identified under a separate delivery/task order and shall be negotiated separately.

- b. With prior written COR approval, costs for obtaining or modifying Supplemental Type Certificates (STC's) not listed elsewhere in the contract are allowable costs under this line item. The Government will receive unlimited rights as defined by DFARS 252.227-7013 for any STC or STC modification developed and reimbursed under this contract.
- c. Property procured under this line item shall become property of the Government subject to the Government property clause in this contract.

C-14 OPERATION OF AIRCRAFT

Note: When the requirements of this Performance Work Statement (PWS) exceed the minimum requirements of 14 CFR, Part 91, this PWS takes precedence. The aircraft must be maintained in accordance with a FAA approved Maintenance and Inspection Program. All avionics systems must be installed and maintained in accordance with the manufacturer's specification as delineated in 14 CFR Part 43.

- a. All commercial-derivative aircraft must be certified to fly in actual and forecast icing conditions. Former military aircraft, regardless of source, must meet their original design standards for this condition.
- b. Definitions contained in 14 CFR Part 1 apply to all situations and conditions related to flight operations, aircraft maintenance, and flight crew certifications and qualifications, except as noted or defined otherwise herein.
- c. Each aircraft utilized under this contract must possess and maintain a Federal Aviation Administration (FAA) airworthiness certificate. The contractor shall possess flight clearances from the Navy to refuel F-14, F/A-18A-F, EA-6B, S-3B, and AV-8B aircraft. The Government will not reimburse the contractor for costs incurred to obtain initial flight clearances to meet initial contract requirements. The point of contact for the NAVAIR Flight Clearance Office is the Airworthiness Officer at (301) 342-0135. Any new operation in the "Experimental Category" of any aircraft requires COR advance approval.
- d. Installation and infrastructure modifications and flight approvals to carry any external stores must be FAA certified. The contractor will provide Designated Engineering Representative (DER) approval for Type V aircraft.
- e. All aircraft shall be operated in accordance with applicable Government aeronautical regulations, including USN, USAF, and local military flying directives, including foreign government requirements. The contractor will comply with DoD requirements for operation of civil aircraft in support of military operations.

- f. Qualifications for the Type V tanker aircraft are found in the description of the services for the Type V aircraft contained in Paragraph C-5. The contractor will be required to provide both day and night fuel transfer services.
- g. Aircraft provided under this contract are considered transient military aircraft and not subject to landing fees at DoD-controlled airfields.
- h. Government or contractor personnel and equipment/supplies providing direct support to a mission may fly aboard the aircraft in furtherance of their official duties. Other personnel may be allowed to fly aboard contractor aircraft as special mission personnel when approved by the Pilot in Charge (PIC).
- i. All fuel purchased by the contractor should be obtained from a military base whenever possible. Whenever “into plane” (government rate) fuel needs to be obtained from a civilian airport, the contractor shall record the circumstances and justification. Commercial non “into plane” fuel should only be used in extreme cases with SO or COR advance approval.
- j. Unless an emergency condition exists, any cost for fuel when Government provided fuel is not available, will not be reimbursed to the contractor unless approval is granted in advance by the SO or COR. In the case the Government multi-card is used, the Contractor will be required to reimburse the Government any excess costs. There is no “pass through” fee for fuel offloaded to receiver aircraft in the performance of this contract.

C-16 PERSONNEL

- a. Flight crews shall be trained, qualified, and scheduled in accordance with FAA Part 91 rules and regulations.
- b. The contractor's pilot in command (PIC) has the final authority to determine whether an aircraft is airworthy, whether to launch or terminate a mission, and to deny boarding to anyone.
- c. All crew members shall be familiar with mission responsibilities, contract requirements, and brevity code words and training rules specified in (ATP 1 B) AFI 11-214 and FAA Handbook 7610.4 (most current suffix).
- d. Individual maintenance personnel shall possess specialized technical expertise required to support the contractor's fleet. All shall be trained to accomplish tasks such as aircraft towing, refueling/defueling, recovery, and aircraft deicing, etc. using contractor-developed checklists. Where applicable, these individuals shall be Government-certified before performing such operations on military airfields and possess appropriate licenses if applicable. The Government will assist the contractor to obtain these qualifications and licenses.
- e. Personnel performing in-flight refueling operations shall have appropriate training and any necessary qualifications for tanking. In-flight refueling qualification/refresher training is the responsibility of the contractor.
- f. The contractor shall be available to provide scheduling support 24 hours a day, seven days a week. Scheduling may be accomplished via Internet electronic mail account or phone (land-line or mobile). The contractor shall designate a point of contact (company dispatcher or duty officer) for rapid response after duty hours. The Contractor Representative shall have authority to schedule and assign contractor aircraft and crews in response to Government requirements. The Contractor Representative shall interface between the Government and the contractor and shall:
- (1) Maintain close liaison with SO in matters regarding contractor's aircraft and the current and projected schedule, both short and long term.

- (2) Develop short and long term flight hour and travel estimations to assist the Government, when required, in determining the most effective and efficient operations of contractor aircraft.
 - (3) Provide coordination between the contractor and Government scheduling office and higher authority to assist in determination of the most efficient and effective utilization of contractor assets in supporting various missions.
 - (4) Report all aircraft accidents and incidents immediately, by the most expeditious means, to the COR, Procuring Contracting Officer (PCO), and SO.
 - (5) Maintain close liaison with current and future supported units to ensure effective operational continuity, obtain detailed mission information and identify potential operational concerns.
 - (6) Provide contractor flight crews with comprehensive mission information and details of refueling tasking to include the customer unit (squadron, wing, or Battle Group), number and type of aircraft, fuel offload requested, AR location, on station times, altitudes, boom frequencies, etc.
 - (7) Be familiar with applicable exercise scheduling or operational procedures as determined by the supported units. In turn, ensure that contractor flight crews are familiar with these exercises and other required regional operational instructions.
 - (8) While contractor is operating, the duties of the Contractor's Representative, Senior Pilot, or other company personnel shall include:
 - (a) Assure attendance of pilots at required procedure and mission briefings.
 - (b) Assure contractor aircraft launch in sufficient time to arrive at designated stations on time.
 - (c) Coordinate all maintenance, servicing, logistics, crew transportation, contractor personnel briefings, security clearances/vehicle registrations, and equipment/facility custodial functions in support of contractor operations.
 - (d) Provide a synopsis of flight hours and sorties completed to the SO and a designated Program Manager AIR (PMA-207) representative, if required.
 - (9) Provide comprehensive mission debrief and other feedback as required or requested to the SO, supported units, or other government agencies to assist in future effective and efficient utilization of contractor assets.
- g. All contractor personnel shall comply with local policy and regulations while aboard any military installation. Contractor employees shall be readily identifiable as contract employees through appropriate attire and badges while performing services under this contract.
- h. All contractor personnel who deal with any classified material shall have an appropriate security clearance. All contractor aircrews and any other personnel who, in the conduct of their normal work would be aboard the aircraft during a classified mission, including Electronic Warfare (EW) technicians, shall have SECRET security clearances.

C-16 MISSION PLANNING AND OPERATIONS

- a. Under the Commander, Naval Air Systems Command, PMA 207D2 is the overall CAS Program Manager. Depending on the mission and the customer, PMA 207 will designate Scheduling Officers to execute administrative tasks such as mission scheduling and coordination, travel order issuance and liquidation, and invoice certification. The Contractor Representative shall coordinate with the SO on all

formal requests for tanker services to determine feasibility of support, associated cost of support, implications of support on other scheduled or potentially scheduled mission and any other necessary details requiring coordination.

- b. Flight operations may be scheduled at any time, 24 hours a day, seven days a week. The contractor will provide a CR to cover scheduling 24 hours per day seven days a week. The contractor should coordinate as far in advance as possible when maintenance will preclude availability of any tanker aircraft, so that supportable commitments can be adjusted. The contractor must inform the government if any tanker aircraft are not able to meet currently assigned or future missions.
- c. The designated SO for all PMA 207 tanker missions is the Commercial Air Services Office at Fleet Area Control and Surveillance Facility (FACSFAC) Virginia Capes (VACAPES). The government may or may not change the SO during the course of the contract.
- d. The SO and CR will communicate, as often as required, to develop the short range and long range schedule. This scheduling should include planned operation using Standard Crew, Augmented Crew and Double Crew as defined in paragraph C-4. If an additional mission is tasked and there is no tanker currently in an operational status with crew attached, the Government will give the contractor as much notification as possible to dispatch a tanker for additional tasking. The contractor must be able to dispatch a tanker within 72 hours of formal notification of tasking before being considered unable to meet tasking. Additional tasking is defined as a new requirement, not previously scheduled during a 72 hour period when a tanker is not dispatched on official government orders.
- e. The Government may or may not order flight services on any given day.
- f. All flight operations must be authorized through the SO or designated representative. The Government will NOT pay for any contractor flight or any other action that the SO did not authorize prior to the flight or action. Additionally, the Government will NOT reimburse the contractor for ferry flights to/from the contractor maintenance facility at San Antonio International Airport, San Antonio, Texas, for the sole purpose of performing maintenance to the aircraft.
- g. The contractor shall track all fuel given to receiving aircraft. This information shall be provided bi-weekly to a designated PMA-207 representative and to the Naval Air Station (NAS) China Lake, CA Fuel Farm for entry into the Navy Fuel Accounting System (FAS). Specific details will be provided at time of contract award.

C-17 BASING AIRCRAFT

- a. All assigned aircraft under this contract will be based out of the contractor's maintenance facility at Omega Air, Inc., 9023 Wetmore Road, Bldg. 92, San Antonio International Airport, San Antonio, TX 78216.
- b. At all locations the contractor shall provide all equipment and facilities required to support operation and maintenance of the aircraft except for ground support equipment (GSE) listed in C-27 (b) (8). In addition, the contractor shall maintain a full-time facsimile machine for receipt/transmission of documents. Additionally, the contractor shall maintain an internet electronic mail account to receive and coordinate mission information, tasking, and general administrative matters.

C-18 INSURANCE REQUIREMENTS

In addition to the requirements of 5252.228-9501, the contractor shall obtain the types and amounts of insurance listed below. An approved program of self-insurance, as provided in FAR Part 28.308, may be substituted.

The contractor shall possess not less than \$100,000,000.00 single limit Hull and All Risk Aircraft Insurance.

C-19 PHYSICAL SECURITY

- a. The contractor shall be responsible for the physical security aspects of the work performed under this contract, including the security of all aircraft, associated vehicles, and equipment. Additionally, the contractor shall be responsible for GFE while in the contractor's possession and shall make provisions for adequate storage.
- b. All contractor personnel working on any military base must be U.S. citizens.

C-20 OPERATIONAL SECURITY (OPSEC)

The contractor shall develop/submit an OPSEC plan in accordance with Section J, List of Attachments, Exhibit A, DD Form 1423, Contract Data Requirements List A004.

C-21 INFORMATION SECURITY

- a. The contractor shall possess a SECRET facility clearance within 90 days after contract award. As a minimum, the contractor shall possess a SECRET facility clearance at the business office in Alexandria, Virginia at the beginning of contract performance.
- b. The work performed under contract as delineated in the attached DD Form 254 (Section J Attachment (6)) will involve contractor access to SECRET material at a Government or another contractor's facility and handling classified material up to and including SECRET COMSEC when required at the contractor's facility.
- c. Within 120 days of award of the contract or when required by Government tasking, the contractor shall obtain a full Communications Security (COMSEC) account, which will include the STU-III voice/data terminals. STU-III data/voice terminals will be provided by the Government or authorized for procurement by the contractor. The COR, with input from the contractor, will determine the exact number of STU-III's required. The Government will provide or authorize the contractor to acquire secure fax machines in accordance with MIL-STD-188-161 for use under this contract. The COR, with input from the contractor, will determine the number of secure fax machines necessary for performance of the contract.
- d. Some locations may be required to have an additional GFE security container for the storage of Communication Management System (CMS) equipment and codes. If additional classified storage is required, the Government will provide additional security containers. The contractor shall be responsible for storage of classified and COMSEC equipment and codes provided.
- e. Government employees or Government contractor employees may operate from the contractor's facilities and may require temporary classified storage. When this period of time exceeds one year, the Government will provide an additional security container. The contractor shall provide space for the placement of the security container within its facility.
- f. Although the hardware is not expected to be classified except for COMSEC equipment, classified documents and data may have to be transported, generated, or written onboard the aircraft in the normal performance of the contract. The contractor shall be accountable through its security program for safeguarding the classified information.
- g. The contractor shall use STU-III telephones, if available, for classified mission briefings when not required to attend face-to-face briefings. Otherwise, the contractor shall attend all classified mission briefings face-to-face.

C-22 AUTOMATIC DATA PROCESSING (ADP) SECURITY AND TEMPEST REQUIREMENTS

Contractors operating contractor-owned or controlled ADP resources to provide classified ADP support under this contract shall comply with the provisions of DOD 5220.22-M. Within 30 days after contract award, or determination of requirement, the contractor shall submit a contractor TEMPEST Vulnerability Assessment Request for systems processing data at the SECRET level.

C-23 SECURITY WARNING

Performance under this contract may involve access to information affecting the national defense of the United States within the meaning of the Espionage Laws, 18 USC §§ 793-94. The transmission or revelation of the content of any classified information or any classified matter in any manner to an unauthorized person is prohibited by law.

C-24 VISIT REQUESTS

- a. Clearance for contractor visits to DoD activities will be handled in accordance with DoD 5220.22-M and local base directives.
- b. Visitors must notify PMA-207D2.1 at least five (5) days prior to the planned date of the conference or visit.
- c. Unless otherwise directed, all personnel visiting any base or military installation shall check-in with the Security Department (normally located at the main gate). Adequate identification for each person and documentation for each vehicle to be admitted to the base must be presented.
- d. Admission to any base or military installation may be denied if the above procedures have not been followed, inadequate identification/documentation is presented, or prior approval has not been received.
- e. Additional requirements may be imposed at specific locations.

C-25 PROGRAM REVIEWS

- a. Program reviews shall be held semi-annually at Naval Air Systems Command (NAVAIRSYSCOM) PMA-207, Patuxent River, Maryland, the contractor's facility, or as directed by the COR. The contractor must attend all program reviews and make a presentation consisting of the following:
 - (1) Overview of work accomplished to date or since last review and projected plan of action for completion of contract effort. Provide hand-out material documenting presentations;
 - (2) Identification and discussion of problems encountered, if any, and action taken to resolve problems; and
 - (3) Identification and discussion of problems anticipated and contractor's plan of action to resolve problems.
- b. In special cases, the COR may direct additional program reviews to cover a portion of the activity. The contractor shall be reimbursed for travel and per diem expenses incurred during these additional reviews.

C-26 COMMERCIAL QUALITY SYSTEM

- a. The contractor shall provide a commercial quality system which demonstrates a systems approach for managing quality, safety and contractor compliance with all contractual requirements. The contractor is accountable for all subcontractors and vendors, and as such, shall require of them a quality system achieving control of the quality of the services and supplies which they provide. The Government may perform any necessary inspections, verifications and evaluations to ascertain the adequacy of the quality system. The Government reserves the right to disapprove the quality system or portions thereof when it fails to support or ensure contractor compliance with any or all contractual requirements.
- b. The contractor shall ensure management policy and procedures stress corporate accountability for managing and ensuring that contract execution and quality assurance is effective and in continuous compliance with all contractual requirements and Government concerns.
- c. Contractor policy and procedures shall emphasize periodic management review of the quality system to ensure effective development, implementation and execution of processes, systems and requirements for support of and compliance with all contractual requirements. Distribution of oversight results, corrective actions and follow-up actions shall comply with good management principles. This shall include, as a minimum, contractor corporate level management and quality assurance, PCO, Administrative Contracting Officer (ACO), site CO/OIC and scheduling officer and PMA-207.

C-27 GOVERNMENT TASKS AND RESPONSIBILITIES

The Government will provide:

- a. Web-site address to obtain unclassified service subordinate echelon directives, regulations, and operating instructions specified in this contract, as well as long range CAS operational schedules.
- b. Services. When the contractor uses Government bases, the Government will provide:
- (1) Utilities. Electricity, water, heat, and sewage service (in Government facilities) necessary for contract performance.
 - (2) Telephone, security police, fire protection and emergency hospitalization, when and if available. Telephone numbers for Security Police and Fire Department will be provided to the contractor's representative at each operating location prior to beginning service. Where available, emergency hospital services will be provided to contractor personnel on a reimbursable basis.
 - (3) Customs. Customs service will be administered in accordance with standard base practice for military aircraft.
 - (4) Telecommunication. Local Class A telephone service including DSN/FTS service (if available) will be provided by the Government on Government installations. Commercial local and long distance calls will be at the contractor's expense. The contractor will be provided access to official message service, where available, at each operating site, to receive and send classified schedule and/or operational messages to operating units.
 - (5) Maintenance and hangar space. The contractor will have access to Host Unit/Base maintenance shops and hangar space on a non-interference basis if available and Government supervised basis to accomplish necessary routine aircraft or equipment repair and for severe weather shelter.
 - (6) Deicing. The Host base will provide deicing equipment on a non-interference basis (if available) if such equipment is necessary to provide services.

- (7) Flight planning facilities. The Host base will provide access to Base Operations Flight Planning, Weather, and Services facilities, if available on a non-interference basis, and the use of those facilities in the performance of work under this contract.
 - (8) Ground Support Equipment (GSE). The Host base will provide sufficient GSE to support contractor tanker operations, including as a minimum, an air cart (Huffer), ground power cart, nitrogen and oxygen service, moveable stairs (if available), and lavatory servicing (if available).
- c. Fuel. Aircraft fuel. **This is a “dry” contract.** The Government will provide access to fuel at U.S. Government bases and civil fields where U.S. Government contract fuel is available worldwide for the contractor’s use during contract performance. The Government will issue appropriate cards for each of the contractor’s aircraft. Any Government fuel provided will **NOT** be used for any other flights/efforts other than those scheduled/ordered under this contract. The Government will audit all fuel receipts and flight logs provided by the contractor to the Government.
- d. Frequency clearance. The Government will provide local radio clearance for use by the contractor in sovereign US territory only.