

UNITED STATES TRANSPORTATION COMMAND
(USTRANSCOM)

RFQ NO. FA4428-06-R-0007

CONTRACT NO. FA4428-06-C-0005

4 MAY 2006

Air Terminal and Ground Services Handling at Kuwait
International Airport, Kuwait City, Kuwait

Previously released under FOIA

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: F3SF376109A100
 PAGE 1 OF 25

CONTRACT NO. FA4428-06-C-0005
 3. AWARD/EFFECTIVE DATE: 4 May 06
 4. ORDER NUMBER
 5. SOLICITATION NUMBER: FA4428-06-R-0007
 6. SOLICITATION ISSUE DATE: 20/Jan/2006

7. FOR SOLICITATION INFORMATION CALL:
 a. NAME: Tamara Schuette
 b. TELEPHONE NUMBER (No collect calls): (618) 229-4454
 8. OFFER DUE DATE/LOCAL TIME: 07/Mar/2006 2:00 PM

9. ISSUED BY: HQ AMC/A34YR
 402 Scott Dr., Unit 3A1
 Scott AFB, IL 62225-5302
 CODE: FA4428
 10. THIS ACQUISITION IS:
 UNRESTRICTED
 SET ASIDE: % FOR
 SMALL BUSINESS
 SMALL DISAV. BUSINESS
 B(A)
 SIC:
 SIZE STANDARD:
 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED: SEE SCHEDULE
 12. DISCOUNT TERMS: N/A
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING:
 14. METHOD OF SOLICITATION:
 RFQ IFB RFP

15. DELIVER TO: CODE:
 16. ADMINISTERED BY: OL-R
 AMCAOS/A34Y
 Contract Airlift Division, Unit 3305
 APO AE 09094-3305
 CODE: FA4428

17a. CONTRACTOR/OFFEROR: CAU International Inc.
 3455 Briargate Blvd, STE 203
 Colorado Springs, CO 80926
 TELEPHONE NO. (719) 282-7774
 CODE: IASLZ
 FACILITY CODE:
 18a. PAYMENT WILL BE MADE BY: DFAS-LIMESTONE/DFAS-BAASD/CC
 P.O. BOX 369020
 LIMESTONE PAYING OFFICE
 COLUMBUS OH 43236-9020
 CODE: F67100

17b. If remittance is different be sure to include correct address in CCR
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED: SEE ADDENDUM

18. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE CONTINUATION OF SF1449				
(Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA: F03000
 97X4930.FD40 686 6594 10100 100242 592ER 41125F 503000
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$75,000.00 (NTE)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR IS ATTACHED. ADDENDA ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
 29. AWARD OF CONTRACT: REFERENCE 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: *Carroll A. Vaughan Jr.*
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): *Joyce M. Pavlak*

30b. NAME AND TITLE OF SIGNER: Carroll A. Vaughan Jr. President
 30c. DATE SIGNED: 03/07/06
 31b. NAME OF CONTRACTING OFFICER: JOYCE PAVLAK (618) 229-4454
 31c. DATE SIGNED: 03/07/06
 31d. EMAIL: Joyce.Pavlak@scott.af.mil

32a. QUANTITY IN COLUMN 21 HAS BEEN:
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE
 32c. DATE
 33. SHIP NUMBER: PARTIAL FINAL
 34. VOUCHER NUMBER
 35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT: COMPLETE PARTIAL FINAL
 37. CHECK NUMBER
 38. S/R ACCOUNT NUMBER
 39. S/R VOUCHER NUMBER
 40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT
 42a. RECEIVED BY (Print)
 42b. RECEIVED AT (Location)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER
 41c. DATE
 42c. DATE REC'D (YYMMDD)
 42d. TOTAL CONTAINERS

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 (page 19) and the Routing Sheet, Attachment 2. When invoicing the Reimbursable CLINS, round the amounts to the nearest whole dollar.

2. Continuation of Blocks 19 – 24. Performance of this contract shall begin 1 Jul 06, or date of award if subsequent thereto. It shall continue through 30 Sep 06, (30 Sep 07, if Option Year One is exercised, 30 Sep 08, if Option Year Two is exercised, 30 Sep 09, if Option Year Three is exercised and 30 Sep 10, 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.

3. PRICING SCHEDULE (Continuation of SF 1449 Blocks 19 –24) See page 3.

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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OF OFFEROR OR CONTRACTOR
CAV INTERNATIONAL, INC.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE PERIOD - 1 JUL 06 THROUGH 30 SEP 06 REIMBURSABLE Cost of travel and per diem for contractor personnel to attend familiarization training at Charleston AFB, SC IAW SOW Para 3.5.1. Travel and per diem shall be billed IAW the Joint Travel Regulations. The contractor shall submit documentation to support all expenses identified on their invoices for charges submitted under this CLIN.	Not to Exceed 75,000	DO	\$1.00	Not to Exceed \$ 75,000.00
0002	OPTION YEAR ONE - 1 OCT 06 THROUGH 30 Sep 07 Air Terminal and Ground Handling Services (ATGHS) at Kuwait City IAP, Kuwait				
0002AA	Basic Monthly Service IAW attached Statement of Work	12	MO	\$1,238,625	\$14,863,500.00
0002AB	REIMBURSABLE Cost of minor repair of MHE and AGE IAW SOW Paras 1.9.5.6 and 1.9.5.7	Not to Exceed 60,000	DO	\$1.00	Not to Exceed \$ 60,000.00
0002AC	REIMBURSABLE Towing service to/from KCIA Aircraft Engine Run-up parking spots and lease of space at the Engine Test Run location IAW PWS Paragraph 1.5.4.2	Estimated 25	EA	\$1,315.	\$ 32,875.00
0003	OPTION YEAR TWO - 1 OCT 07 THROUGH 30 Sep 08 Air Terminal and Ground Handling Services (ATGHS) at Kuwait City IAP, Kuwait				
0003AA	Basic Monthly Service IAW the attached Statement of Work	12	MO	\$1,170,962.	\$14,051,544.00
0003AB	REIMBURSABLE Cost of minor repair of MHE and AGE IAW SOW Paragraphs 1.9.5.6 and 1.9.5.7	Not to Exceed 60,000	DO	\$1.00	Not to Exceed \$ 60,000.00
0003AC	REIMBURSABLE Towing service to/from KCIA Aircraft Engine Run-up parking spots and lease of space at the Engine Test Run location IAW PWS Paragraph 1.5.4.2	Estimated 25	EA	\$1,315.	\$ 32,875.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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OFFEROR OR CONTRACTOR

CAV INTERNATIONAL INC.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	OPTION YEAR THREE - 1 OCT 08 THROUGH 30 SEP 09 Air Terminal and Ground Handling Services (ATGHS) at Kuwait City IAP, Kuwait				
0004AA	Basic Monthly Service IAW the attached Statement of Work	12	MO	\$1,188,088.	\$14,257,056.00
0004AB	REIMBURSABLE Cost of minor repair of MHE and AGE IAW SOW Paragraphs 1.9.5.6 and 1.9.5.7	Not to Exceed 60,000			Not to Exceed \$60,000.00
0004AC	REIMBURSABLE Towing service to/from KCIA Aircraft Engine Run-up parking spots and lease of space at the Engine Test Run location IAW PWS Paragraph 1.5.4.2	Estimated 25	EA	\$1,315.	\$32,875.00
0005	OPTION YEAR FOUR - 1 OCT 09 THROUGH 30 Sep 10 Air Terminal and Ground Handling Services (ATGHS) at Kuwait City IAP, Kuwait				
75AA	Basic Monthly Service IAW the attached Statement of Work	12	MO	\$1,205,773.	\$14,469,276.00
0005AB	REIMBURSABLE Cost of minor repair of MHE and AGE IAW SOW paragraphs 1.9.5.6 and 1.9.5.7	Not to Exceed 60,000			Not to Exceed \$60,000.00
0005AC	REIMBURSABLE Towing service to/from KCIA Aircraft Engine Run-up parking spots and lease of space at the Engine Test Run location IAW PWS Paragraph 1.5.4.2	Estimated 25	EA	\$1,315.	\$32,875.00

CONTRACT CLAUSES**1. ADDENDUM TO FAR 52.212-4--CONTRACT TERMS AND CONDITIONS—
COMMERCIAL ITEMS (SEP 2005)**

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.

**2. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS
(APR 2006)**

a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (4) [Reserved]

___ (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (8) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2005)(15 U.S.C. 637 (d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

___ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternatc I (June 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

___ (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

___ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

___ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

___ (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

X (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

___ (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (23) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

___ (24) (i) 52.225-3, Buy American Act –Free Trade Agreement – Israeli Trade Act (Apr 2006)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77,108-77, 108-78, 108-286).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (Apr 2006)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (27) [Reserved]

___ (28) [Reserved]

(29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(30) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

(32) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

(33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

(34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

(35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. 1241 and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)(41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) 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.

(e)

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

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

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(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, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vii) 52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241 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.

3. OTHER APPLICABLE CLAUSES INCORPORATED BY REFERENCE OR FULL TEXT

✓ **a. FAR 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 address: <http://farsite.hill.af.mil/>

✓ **b. FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

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

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

✓ **c. FAR 52.204-2 SECURITY REQUIREMENTS (AUG. 1996)**

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with –

(1) The Security Agreement (DD Form 441), including the *National Industrial Security Program Operating Manual* (DoD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this

contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

✓ **d. FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

(NOTE: The last sentence is revised to read "The Contracting Officer may exercise the option by written notice to the contractor at least 15 calendar days prior to expiration of the existing contract.")

✓ **e. FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

Paragraph (a) is changed to read " The Government may extend the term of this contract by written notice to the Contractor not later than 15 calendar days prior to expiration of the existing contract; provided, the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension."

The blank in para (c), line 3 is completed as follows: 4 years, 9 months

✓ **f. FAR 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)**

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

✓ **g. FAR 52.228-3 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)**

✓ **h. FAR 52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)**

✓ **i. FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984) (Note: This clause applies to all contract periods)**

✓ **j. FAR 52.245-1 PROPERTY RECORDS (APR 1984)**

The Government shall maintain the Government's official property records in connection with Government property under this contract. The Government Property clause is hereby modified by deleting the requirement for the Contractor to maintain such records.

✓ **k. FAR 52.245-2 GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)
(MAY 2004) Alternate I (DEVIATION)(Apr 1984).**

a) *Government-furnished property.*

(1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

b) *Changes in Government-furnished property.*

(1) The Contracting Officer may, by written notice,

(i) decrease the Government-furnished property provided or to be provided under this contract, or

(ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any --

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

c) *Title in Government property.*

(1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special

tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract --

- (i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and
- (ii) Title to all other material shall pass to and vest in the Government upon --
 - (A) Issuance of the material for use in contract performance;
 - (B) Commencement of processing of the material or its use in contract performance; or
 - (C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.*

(1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Limited risk of loss.* (1) The term "Contractor's managerial personnel," as used in this paragraph (g), means the Contractor's directors, officers, and any of the Contractor's

managers, superintendents, or equivalent representatives who have supervision or direction of--

- (i) All or substantially all of the Contractor's business;
 - (ii) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or
 - (iii) A separate and complete major industrial operation connected with performing this contract.
- (2) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract (or, if an educational or nonprofit organization, for expenses incidental to such loss, destruction, or damage), except as provided in subparagraphs (3) and (4) below.
- (3) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--
- (i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained, or to the extent of insurance actually purchased and maintained, whichever is greater;
 - (ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;
 - (iii) For which the Contractor is otherwise responsible under the express terms of this contract;
 - (iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or
 - (v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.
- (4)(i) If the Contractor fails to act as provided in subdivision (g)(3)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.
- (ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--
 - (A) Did not result from the Contractor's failure to maintain an approved program or system; or
 - (B) Occurred while an approved program or system was maintained by the Contractor.
- (5) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss

or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(6) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;
(ii) The time and origin of the loss, destruction, or damage;
(iii) All known interests in commingled property of which the Government property is a part;
and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(7) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(7) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making such equitable adjustment.

(8) The Contractor represents that it is not including in the price and agrees it will not hereafter include in any price to the Government any charge or reserve for insurance (including any self-insurance fund or reserve) covering loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(9) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property, or shall otherwise credit the proceeds to equitably reimburse the Government, as directed by the Contracting Officer.

(10) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining

recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for --

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Government property disposal.* Except as provided in paragraph (i)(1)(i), (i)(2), and (i)(8)(i) of this clause, the Contractor shall not dispose of Government property until authorized to do so by the Plant Clearance Officer.

(1) *Scrap (to which the Government has obtained title under paragraph (c) of this clause).*--

(i) *Contractor with an approved scrap procedure.*--

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that--

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains hazardous materials or hazardous wastes;
- (5) Contains precious metals; or
- (6) Is dangerous to the public health, safety, or welfare.

(ii) *Contractor without an approved scrap procedure.* The Contractor shall submit an inventory disposal schedule for all scrap.

(2) *Pre-disposal requirements.* When the Contractor determines that a property item acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, is no longer needed for performance of this contract, the Contractor, in the following order of priority:

- (i) May purchase the property at the acquisition cost.
- (ii) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable a reasonable restocking fee that is consistent with the supplier's customary practices)
- (iii) Shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not purchased under paragraph (i)(2)(i) of this clause, could not be returned to a supplier, or could not be used in the performance of other Government contracts.

(3) *Inventory disposal schedules.*--

(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify--
(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of that contract; and

(B) Property acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, that is no longer required for performance of that contract.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for--

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Computers, components thereof, peripheral equipment, and related equipment;

(E) Precious Metals;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) Property with the same description, condition code, and reporting location may be grouped in a single line item. The Contractor shall describe special test equipment in sufficient detail to permit an understanding of the special test equipment's intended use.

(4) *Submission requirements.* The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than--

(i) Thirty days following the Contractor's determination that a Government property item is no longer required for performance of the contract;

(ii) Sixty days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) One hundred twenty days, or such longer period as may be approved by the Plant Clearance Officer, following contract termination in whole or in part.

(5) *Corrections.* The Plant Clearance officer may require the Contractor to correct an inventory disposal schedule or may reject a schedule if the property identified on the schedule is not accountable under this contract or is not in the quantity or condition indicated.

(6) *Postsubmission adjustments.* The Contractor shall provide the Plant Clearance Officer at least 10 working days advance written notice of its intent to remove a property item from an approved inventory disposal schedule. Unless the Plant Clearance Officer objects to the intended schedule adjustment within the notice period, the Contractor may make the adjustment upon expiration of the notice period.

(7) *Storage.*--

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to provide disposal instructions within 120 days following acceptance of an inventory disposal schedule might entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises at which the property is currently located prior to

receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.

(8) Disposition instructions.--

(i) If the Government does not provide disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Government property as directed by the Plant Clearance Officer. The Contractor shall remove and destroy any markings identifying the property as Government property prior to disposing of the property.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. Any equitable adjustment incident to the Contracting Officer's direction to demilitarize Government property shall be made in accordance with paragraph (h) of this clause.

(9) Disposal proceeds. The Contractor shall credit the net proceeds from the disposal of Government property to the price or cost of work covered by this contract or to the Government as the Contracting Officer directs.

(10) Subcontractor inventory disposal schedules. The Contractor shall require a subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to the Contractor in sufficient time for the Contractor to comply with the requirements of paragraph (i)(4) of this clause.

(j) Abandonment of Government property.--

(1) The Government will not abandon sensitive Government property without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place at which time all obligations of the Government regarding such abandoned property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

✓ **4. DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2006)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Pub. L. 107-117 and the same restrictions in subsequent DoD appropriations acts).

252.225-7021 Trade Agreements (FEB 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
- 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
- 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (Alternate I) (MAR 2000) (Alternate II) (MAR 2000) (Alternate III) (MAY 2002) (10 U.S.C. 2631).
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, 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

2005) (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).

✓ **5. DFARS 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)**

✓ **6. DFARS 252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)**

✓ **7. DFARS 252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)**

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

✓ **8. DFARS 252.225-7043 ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2005)**

For purposes of this clause, the blanks(s) 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>

✓ **9. DFARS 252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS)(JUN 1997)**

✓ **10. DFARS 252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)**

11. AFFARS 5352.201-9101 OMBUDSMAN (AUG 2005)

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

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

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the Center/MAJCOM ombudsmen, Mr. Michael R. Jackson, HQ AMC/A7K, 507 Symington Drive, Scott AFB IL 62225-5022, (618) 229-0267, fax (618) 256-6668, email:

Michael.jackson@scott.af.mil. Concerns, issues, disagreements, and recommendations that cannot be resolved at the MAJCOM/DRU level, may be brought by the concerned party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (703) 588-7004, facsimile number (703) 588-1067 (d) The ombudsman has no authority to render a decision that binds the agency.

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

✓ **12. AFFARS 5352.204-9000 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP SECURITY AGREEMENTS (APR 2003)**

This contract contains a DD Form 254 DOD Contract Security Classification Specification, and requires performance at a government location in the U.S. or overseas. Prior to beginning operations involving classified information on an installation identified on the DD Form 254, the contractor shall take the following actions:

(a) At least thirty days prior to beginning operations, notify the security police activity shown in the distribution block of the DD Form 254 as to:

(1) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;

(2) The contract number and military contracting command;

(3) The highest classification category of defense information to which contractor employees will have access;

(4) The Air Force installations in the U.S. (in overseas areas, identify only the APO number(s)) where the contract work will be performed;

(5) The date contractor operations will begin on base in the U.S. or in the overseas area;

(6) The estimated completion date of operations on base in the U.S. or in the overseas area; and

(7) Any changes to information previously provided under this clause.

This requirement is in addition to visit request procedures contained in DOD 5220.22-M National Industrial Security Program Operating Manual.

(b) Prior to beginning operations involving classified information on an installation identified on the DD Form 254 where the contractor is not required to have a facility security clearance, the contractor shall enter into a Visitor Group Security Agreement (or understanding) with the installation commander to ensure that the contractor's security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions that will be performed:

(1) By the installation for the contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections under DOD 5220.22-M, classified mail services, security badges, visitor control, and investigating security incidents; and

(2) Jointly by the contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

✓ **13. AFFARS 5352.215-9000 FACILITY CLEARANCE (MAY 1996)**

The offeror must possess, or acquire prior to award of a contract, a facility clearance equal to the highest classification stated on the Contract Security Classification Specification (DD Form 254) attached to this solicitation.

✓ **14. AFFARS 5352.237-9001 – REQUIREMENTS AFFECTING CONTRACTOR PERSONNEL PERFORMING MISSION ESSENTIAL SERVICES (OCT 2004)**

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.

✓ **15. AFFARS 5352.242-9001 COMMON ACCESS CARDS (CACs) FOR CONTRACTOR PERSONNEL (AUG 2004)**

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

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

(i) the unclassified environment; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

✓ **16. CONTRACTOR REQUIRED INSURANCE**

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.

✓ **17. LOGISITIC SUPPORT**

Contractor personnel (U.S. Citizens with a valid US passport and completed NAC) shall, subject to availability as determined by the installation commander or designee, be provided the following logistic support:

- (a) Base or Post Exchange and theaters
- (b) Laundry and dry cleaning, on a reimbursable basis
- (c) Military banking facilities (with a provision in place that allows for recoupment of funds)
- (d) Casualty assistance (mortuary services) on a reimbursable basis;
- (e) Emergency medical care on a reimbursable basis;
- (f) Dental care, limited to relief of emergencies on a reimbursable basis;
- (g) Postal support, as authorized by military postal regulations
- (h) Local recreation services on a space-available basis

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CONTRACT NO: FA4428-06-C-0005

CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

ATCH / EXHIBIT	TITLE	DATE	PAGES
1	Statement of Work	24 Feb 06 <i>22 Feb 07</i>	41 <i>A00003</i>
2	WAWF Routing Sheet	N/A	1
3	Contract Security Classification Specification (DD Form 254)	20 Jan 06	2

1. DESCRIPTION OF SERVICES: The contractor shall provide Air Terminal and Ground Handling Services (ATGHS) on behalf of the Air Mobility Command (AMC) in support of the Department of Defense (DOD) Airlift System to include but not limited to all US Government owned or operated aircraft, US sponsored foreign government aircraft, Coalition Forces aircraft, commercial contract aircraft, and tendered aircraft, at Kuwait City International Airport/ Abdullah Al Mubarak (KWI), Kuwait. The contractor shall facilitate on-time aircraft departures and maintain the ability to provide sustained ATGHS for a working Maximum on Ground (MOG), as defined in Appendix A, capability of six (6) wide-body aircraft or the equivalent thereof.

1.1. Air Mobility Control Center (AMCC): The contractor shall perform three separate functions within the AMCC: Command and Control (C2), Air Terminal Operations Center (ATOC), and Load Planning. These functions shall relay mission information and ensure readiness of terminal resources required to receive, document, plan, and move passengers, cargo, and mail; ensuring maximum aircraft utilization and aircraft on-time departure reliability. The contractor shall:

1.1.1. Gather, process, and disseminate information in accordance with (IAW) Air Mobility Command Instruction (AMCI) 24-101, Vol. 9, Section C, paragraph 6.8., Section D, Headquarters (HQ) AMC/A4T policy, messages, memorandums, and directives; and, Remote Global Air Transportation Execution System (RGATES).

1.1.1.1. Provide relevant briefings and associated documentation to the aircrew.

1.1.1.2. Maintain an AMCC events log, recording unique events and situations, and make it available to the 5 Expeditionary Air Mobility Squadron (EAMS)/Commander (CC)/ Operations Officer (DO) and Quality Assurance (QA) personnel.

1.1.1.3. Email the following arrival/departure Human Remains (HRs) Ceremony information to the 5 EAMS organization box provided by the QA personnel and contractor work centers and provide an update fifteen (15) minutes prior to aircraft arrival/departure: date, zulu/local arrival/departure times, parking spot, type aircraft and tail number, mission number, number of HRs and number of escorts.

1.1.2. Provide detailed information concerning a potential delay, an actual delay, or an abort to the appropriate Airlift Control Center (18 AF TACC Global Operations Cell, Theater or Multi-National Forces Aircraft Control Center) and QA personnel

1.1.3. Report all aircraft mishaps/incidents as well as unscheduled aircraft remaining overnight (RON) to the appropriate Airlift Control Center and QA personnel; and, enter a leg remark in the Global Decision Support System (GDSS/GDSS2) for each RON mission.

1.1.3.1. In the event of an incident/accident involving personnel and/or property, notify the QA personnel telephonically within thirty (30) minutes and provide them a synopsis of the incident.

1.1.3.1.1. Deliver a written incident/accident report to the QA personnel within twenty-four (24) hours, which includes the following: a) date and time of occurrence, b) place of occurrence, c) a list of personnel directly involved, d) a narrative description of the incident/accident that includes a chronological order of the circumstances, and e) recommended steps to prevent future incidents of the same nature.

1.1.4. Each day, update, publish, and provide daily mission schedules, which covers the next forty-eight (48) hour period, to agencies specified by QA personnel. Specific mission information shall not be given to Foreign Nationals any earlier than two (2) hours prior to actual mission arrival.

1.1.4.1. Publish and distribute the initial daily mission schedule at 0700L and provide updates (mission add-ons, cancellations, delays) as required to ensure readiness of terminal resources.

1.1.4.2. Include in each mission schedule (as a minimum) all scheduled missions, aircraft type, schedule and estimated arrival/departure times, forecasted parking location (next 24 hours), and Prior Permission Required (PPR) numbers.

1.1.5. Announce aircraft arrival, parking spot, block-in, block-out, and departure status as well as any aircraft towing operations over the KWI Land Mobile Radio (LMR) Network.

1.1.5.1. Notify the appropriate Airlift Control Center of aircraft landing, block-in, block-out, and take-off times.

1.1.6. Coordinate billeting and hotel shuttle service from the appropriate KWI entry control point for aircrew members and transient mission recovery team and mission support team members on-station to perform aircraft maintenance; and, provide aircrew and mission recovery team and mission support team members transportation to/from the aircraft or Hangar 4 to the appropriate KWI entry control point. A list of approved hotels will be provided by the 5 EAMS/CC.

1.1.7. Assist military and commercial aircrews as necessary with the flight planning process. Note: the Commercial Airline Representative for each transiting commercial carrier is primarily responsible for coordination with commercial aircrews.

1.1.7.1. Obtain and relay local weather conditions information to aircrews.

1.1.8. Provide Air Mobility Command and Control services utilizing GDSS/GDSS2, Integrated Management Tool (IMT) System, Automated Computer Flight Planning (ACFP) system, and all locally developed Command and Control Controller Checklists. The contractor shall:

1.1.8.1. Develop and implement a Prior Permission Required (PPR) program, IAW AFI 13-213, Chapter 6, paragraph 6.1.1.3.

1.1.8.1.1. Establish a Notice to Airman (NOTAM) account; issue, rescind, and change airfield NOTAMs, IAW the United States Notice to Airmen Defense Internet NOTAM Service (DINS) System Application User Guide.

1.1.8.1.2. Develop a PPR Request Form and PPR Log. At a minimum the PPR Request Form shall include; date of request, name of requester, phone number of requester, carrier name, type of aircraft, call sign, hazardous cargo information, services required, estimated date and time of arrival, ground time, and time of departure. A PPR number shall be assigned and recorded in the PPR Log if the request is approved; and, approval, to include the approved slot time and maximum allowed ground time, transmitted to the requester.

1.1.8.1.2.1. Forward requests for Engine Running Operations (ERO) authorized for only helicopter missions to the 5 EAMS/DO for approval. ERO shall only be conducted on the L-100 parking ramp or in the Distinguished Visitor parking area.

1.1.8.1.2.2. ERO's may be disapproved by the AMCC when the helicopter calls in during the 30-minute outcall to KWI if the approved parking spots are not available or for safety reasons.

1.1.8.1.3. Maintain PPR Logs, NOTAM submissions, and other associated paperwork for a minimum of one-hundred and eighty (180) calendar days.

1.1.8.1.4. Input appropriate mission data into the AMC Station Coordinator Working Tool (SCWT), ensuring KWI mission data is current.

1.1.8.2. Prepare, maintain, and update a daily parking plan to meet airflow requirements and airfield restrictions; facilitate offload and on-load operations; and, assist aircraft maintenance efforts and requirements.

1.1.8.2.1. Utilize the aircraft parking ramp and taxi-ways provided by the Kuwait AF and identified by QA personnel, ensuring the aircraft separation distances are at a minimum ten (10) feet wing-tip to wing-tip and two hundred (200) feet nose to tail.

1.1.8.2.2. Distribute the parking plan and associated updates to agencies identified by the QA personnel.

1.1.8.3. Coordinate mission planning, control, and execution with, but not limited to, the 18 AF TACC, Central Command Air Forces (CENTAF) Air Mobility Division (AMD), Coalition Forces Liaison, and Kuwait AF Liaison.

1.1.8.3.1. Establish Sequence of Events Checklists to track performance requirements within established aircraft ground times, facilitating on-time aircraft departures.

1.1.8.3.2. Ensure Distinguished Visitors (DVs), to include 5 EAMS and Detachment 2, 721 Air Mobility Operations Group (AMOG), mission requirements are coordinated.

1.1.8.3.3. Provide aircrews with IMI flight packages and the Kuwait Civil Aviation Authorities with flight plans.

1.1.8.3.4. Coordinate RON aircrew requirements and AMC stage mission requirements, in the absences of AMC Stage Missions Managers; and, alert aircrews as required.

1.1.8.3.4.1. Maintain, distribute, and account for aircrew cell phones, as required.

1.1.8.3.4.1.1. Utilize the 5 EAMS Aircrew Cell Phone Usage Memorandum provided by QA personnel. Ensure the responsible aircrew member is provided the informational memorandum, which also depicts receipt and return date; and, retain a signed copy on file for one (1) year.

1.1.8.3.5. Notify the QA personnel immediately when mission requirements can not be met.

1.1.8.4. Perform flight-following processes IAW AMC1 10-202, Vol 6 except Chapter 2 and Chapter 4, paragraph 4.5.

1.1.8.4.1. Enter aircraft arrival messages into GDSS/GDSS2 not later than (NLT) 15 minutes after aircraft block-in.

1.1.8.4.2. Enter mission advisory messages into GDSS/GDSS2 immediately after it is known that the mission will not depart at scheduled departure time or delay start time. Advisory messages may be transmitted to relay any other pertinent information to down line stations.

1.1.8.4.3. Enter mission departure messages into GDSS/GDSS2 NLT 15 minutes after aircraft departure.

1.1.8.4.4. Enter mission deviation messages into GDSS/GDSS2 as soon as possible, but NLT 2 hours after a mission departs in delay.

1.1.8.4.4.1. Fully research the reason for deviation and selectively choose the deviation code which most accurately reflects the cause of mission deviation.

1.1.8.5. Communicate with aircraft via UHF/VHF radios to relay/obtain arrival information, limited to ETA (+/- schedule arrival time), maintenance status, Air Evacuation patient load and any other operational information that will reduce ground time or enhance ground handling activities.

1.1.8.5.1. For Security reasons do not request information relevant to DVs, passenger, or cargo; or, the estimated time of aircraft arrival.

1.1.8.5.2. Obtain the following information from AMC commercial airlift contract flights: mission number and Federal Aviation Administration (FAA) aircraft registration number (tail number).

1.1.8.6. Accomplish Operational Reports (OPREP-3) and Mission Reliability Reports IAW:

- AFI 10-206 Chapter 1, paragraphs 1.1., 1.2., and 1.4.; Chapter 2, Chapter 3 except paragraph 3.8., and Chapter 6;
- AFI 10-206 - AMC Supplement 1, except Tables 4.1. and 4.2., and Chapter 11;
- AMCI 10-202, Vol 6 except Chapter 2 and Chapter 4, paragraph 4.5., as required.
- Coalition Forces, Air Component Command (CFACC) OPREP-3 MOA

1.1.8.7. Develop Command and Control Controller Checklists to save life, protect resources, and rapidly disseminate time sensitive information based upon mission requirements.

1.1.8.7.1. Coordinate Command and Control Controller Checklists with QA personnel prior to initial implementation.

1.1.8.7.2. Maintain required checklists, to include but not limited to the following: 1) Aircraft Emergency/Accident, 2) Weather Warning/Watch/Advisory, 3) Helping Hand/Covered Wagon, 4) Aircraft Anti-Hijack/Theft, 5) Hotel Conference, 6) Bomb Threat, 7) Recall, 7) Hazardous Cargo, 8) Attack/Alarm Condition, 9) Disaster Response, 10) Communications Outage, 11) Hazardous Substance Spill, 12) Aircraft Contamination, 13) Buffer Zone Violation, 14) EOD Assistance, 15) Fire/Evacuation, 16) Overdue Aircraft, 17) Aircraft Divert, 18) Unusual Incident, 19) Runway Closure, 20) VIP Arrival/Departure, 21) Hostage Situation, 22) Civil Request for Military Assistance, 23) Border Violations, 24) Non-aircraft Ground Emergencies, and 25) Security Forces (SF) Notification; Maintenance Status and Associated Aircraft Movements.

1.1.8.7.3. At a minimum, update checklists bi-annually, January and July each year, and forward a copy to the QA personnel.

1.1.8.8. Ensure contractor personnel are fully qualified to perform GDSS/GDSS2 data inputs, updates, and retrievals; possess Secret Security Clearances; and, maintain technical knowledge of mission movement and execution procedures to facilitate mission adaptations and relevant communications via secure computer or phone.

1.1.8.8.1. Provide a GDSS/GDSS2 Unit Program Account Manager.

1.1.8.8.2. Manage GDSS/GDSS2 accounts. Relay information directly to the 18 AF TACC if a system degradation/outage occurs preventing local data input.

1.1.8.8.3. Comply with all security instructions concerning access, use, and maintenance of GDSS/GDSS2.

1.1.9. Plan, select, sequence, and monitor each aircraft passenger, cargo and mail load IAW AMCI 24-101, Vol. 9, Section E, paragraphs 17.1 through 30.6 and RGATES.

1.1.9.1. The contractor shall validate load plans IAW DOD 4500.9-R, Part III, Chapter 303, paragraph B.2.e.(4) and Figure 303-2.

1.1.9.2. Obtain passenger deviations when moving hazardous material IAW AMCI 24-101, Vol. 9, Attachment 3.

1.1.10. Prepare billing documents for services to non-DoD aircraft IAW AMCI 24-101, Vol 9, Section H, paragraph 36.

1.1.10.1. Preparation of billing documents are not required for services rendered to non-DoD aircraft that are contracted by AMC on a planeload charter and/or aircraft that have a justifiable claim under other authorizations (i.e., joint-use agreement, treaty, cooperative military airlift agreement, non-AMC contract).

1.2. Aircraft Services: The contractor shall control and record movement of cargo and mail, provide cargo processing, special handling, and aircraft loading and unloading IAW:

- AMCI 24-101, Vol. 11, except paragraphs 4, 11, 17, 38, 74, 76-79, 81, 83, and 84;
- Department of Defense (DOD) 4500.9-R, Part II, Chapter 203, Section C, paragraphs 5, 6, 7, and 8;
- DOD 4500.9-R, Part III, Chapter 303, Section B, paragraphs 2e(4), Section C, paragraphs C 5 d (1) (c), C 2 d (3) (a) and Figure 303-2;
- Appendix J, paragraph B;
- Appendix K;
- Appendix M, paragraphs C.3. and D;
- Appendix O;
- Appendix P;
- Appendix S, paragraph D;
- Appendix U, paragraphs D and E;
- Appendix V, paragraphs A and G-I;
- Appendix X;
- DOD 4515.13R, Chapter 7;
- AFMAN 24-204(I);
- HQ AMC/A4T policy, messages, memorandums, and directives;
- RGATES.

The contractor shall:

1.2.1. Load and unload cargo on and off government owned or contracted surface conveyances.

1.2.2. Provide technical assistance for preparation of hazardous materials marking and labeling IAW AFMAN 24-204(I), along with applicable intermediate changes and supplements. Inspect all hazardous material IAW AFMAN 24-204(I) before acceptance into the Defense Transportation System. Use the International Air Transportation Association (IATA) Dangerous Goods Regulation as applicable.

1.2.3. Coordinate storage availability and facilitate on-ward movement of originating cargo/mail with the Theater Distribution Center (TDC), Camp Arifjan, Kuwait, Defense Distribution Depot Kuwait, Southwest Asia (DDKS), Public Warehouse Company (PWC) Logistics Central Regional Supply Point (CRSP), or appropriate transportation control offices/representatives.

1.2.3.1. Process originating cargo/mail within six (6) hours of receipt or release from 'frustrated status'.

1.2.4. Coordinate expeditious transportation for terminating cargo/mail with the contractor or transportation office responsible for trucking cargo/mail. Provide Transportation Control Numbers (TCNs), weight, number of pallets, requiring onward transportation. Establish an agreed upon pickup time ensuring cargo/mail shipments are ready for pickup/ release within eight (8) hours after aircraft download completion time.

1.2.4.1. Ensure advanced notification is provided for perishable cargo, unusual shipments (i.e., extreme length, unusual shape, or excessive weight), when couriers need to accompany cargo, and hazardous cargo shipments that need to be tendered separately.

1.2.4.2. Bulk processing. The majority of originating and terminating cargo shall be mass in-checked and processed. All originating cargo shall be reweighed and documented weights validated. Terminating cargo shall not be broken-down and inventoried; and shall be expeditiously released using truck manifests.

1.2.4.2.1. Build-up/break-down approximately 5 percent of all originating/terminating cargo and mail. Approximately 95 percent of all cargo and mail is built-up prior to arriving at KWI.

1.2.4.2.2. Build-up and break-down multi-pallet trains, loose cargo, and mixed pallets, as required.

1.2.4.3. Notify QA personnel immediately if cargo/mail is not picked-up/released at the agreed upon/coordinated time.

1.2.5. Provide storage and security for all cargo/mail shipments until properly released to receiving agencies.

1.2.6. Remove all trash from aircraft, other than AMC Contracted Commercial Aircraft, IAW host country policies and agreements.

1.2.7. Develop a Joint Inspection (Inspector) (JI) program to ensure a sufficient number of contractor personnel are JI certified to fulfill the requirements of this PWS. Accomplish JI IAW DOD 4500.9R Part III for all unit moves.

1.2.7.1. Validate load plans, cargo, and documentation, and load/offload all aircraft supporting deploying/redeploying forces.

1.2.7.1.1. Provide load teams to meet all aircraft services requirements unless the applicable government unit/service has stated that government load teams will be provided during mission coordination with the contractor.

1.2.7.2. Notify the deployed activity as applicable of frustrated cargo/equipment.

1.2.7.3. Provide movement requirements technical assistance to deploying/redeploying units when requested.

1.2.7.4. Transport deploying/redeploying cargo to/from the aircraft to designated staging areas or pre-coordinated on-ward transportation, at KWI.

1.3. Passenger Services: The contractor shall provide a complete range of passenger and baggage services IAW:

- DOD 4515.13-R, Chapters 2, 6, and 10;
- DOD 4500.54G;
- DOD 4500.9-R, Part III, Chapter 303, Section B, paragraph B.2.e.(4) and Figure 303-2, Appendix M, paragraphs C.3. and D; Appendix S, paragraph D; Appendix V, paragraph J;
- AMCI 24-101, Vol. 14, except Section A, paragraphs. 1, 2.1 - 2.3, 2.5, 2.7, 2.10, Section B, paragraphs 3 and 19, Section E, paras 41, 42.1 - 42.3, 43.1 & 53;
- AMCI 24-101, Vol. 15;
- AMCI 24-101, Vol. 24, paras 4.15. - 4.15.5;
- HQAMC/A4T policy, messages, memorandums, and directives;
- RGATES.

1.3.1. Remote passenger processing. The contractor shall:

1.3.1.1. Develop a standard passenger list form and distribute the electronic format to remote Kuwait processing locations, to include but not limited to, Camp Arifjan, Ali Al Salem AB, and Camp Doha. This passenger list shall include the passenger's full name, social security number, rank, birth date, actual or interrogated passenger weight, number of baggage pieces checked, weight of checked and hand-carried baggage, and emergency point of contact name and number.

1.3.1.2. Receive completed passenger list from remote processing locations at least six (6) hours prior to scheduled aircraft departure time, and confirm receipt with the remote processing location.

1.3.1.2.1. Collect the appropriate fees and/or finance paperwork from the Transportation Representative upon arrival at KWI.

1.3.1.3. Via RGATES or DD Form 2131 (Manual Passenger Manifest), process passengers and develop manifests from the passenger lists received from all remote locations.

1.3.1.4. Print boarding passes at remote locations via RGATES through assigned printers if available.

1.3.1.5. Ensure collection of orders from the Troop Commander or Transportation Representative that has witnessed the anti-hijacking procedure (the same individual will also sign the anti-hijacking statement on the passenger manifest) prior to passenger enplaning.

1.3.1.6. Verify boarding manifest using passenger list.

1.3.1.6.1. Attach a copy of the passenger list with signed anti-hijacking statement to each manifest package.

1.3.1.7. Coordinate aircraft arrival/departure processes with all Troop Commanders, Transportation Representatives and remote locations (as applicable), ensuring updated information is provided to facilitate required process adjustments.

1.3.2. The contractor shall process eligible embassy personnel and others who show up at the KWI Passenger Terminal (i.e., unattached TDY, etc.). The contractor shall:

1.3.2.1. Facilitate Space Available passenger sign up at KWI to include but not limited to receiving faxes that include leave documentation and verifying travel eligibility, IAW current Central Command Space Available policies.

1.3.2.1.1. Contact the appropriate consulates, embassies, government agencies, etc., to assist passengers who have visa or passport problems.

1.3.3. The contractor shall ensure the AMC Commander's comment system is available to include: a current posted picture, ample supply of blank AMC Form 253 "Air Passenger Comments", and a locked receptacle. The contractor shall not accept the completed comment forms directly from passengers.

1.3.4. The contractor shall provide in-transit emergency leave passengers transportation to the commercial side of airport or otherwise assist with expediting on-ward travel.

1.3.5. The contractor shall provide passengers transportation between the aircraft and passenger terminal; and, maintain the capability to transport a minimum of eighty (80) passengers at any one time to/from the aircraft; escort deploying/redeploying troops to/from the aircraft to designated staging areas or pre-coordinated on-ward transportation, at KWI; adjusting the mission sequence of events to facilitate an on-time aircraft departure.

1.3.6. The contractor shall escort passengers to/from outside the circle of safety for authorized ERO helicopter missions – the government retains responsibility for the upload/download of these passengers.

1.3.6. **Baggage Services.** The contractor shall:

1.3.6.1. Ensure contractor personnel are knowledgeable of hazardous materials/dangerous goods that are acceptable/unacceptable to be carried by passengers for personal use in carry-on baggage and in checked baggage.

1.3.6.2. Upload, download, and transport baggage to/from aircraft; unless the applicable Troop Commander or Transportation Representative has stated that baggage teams will be provided, as applicable to unit moves under DOD 4500.9R, to upload or download baggage.

1.3.6.2.1. Coordinate baggage deliveries to arrive at KWI NLT three (3) hours prior to aircraft departure. Bags destined for different locations shall be separated, clearly marked with the destination, and flight or mission number as appropriate.

1.3.6.2.1.1. Reweigh baggage as required to ensure the documented weights are accurate or upon the request of the airline representative.

1.3.6.2.2. Baggage downloaded and transported from aircraft shall be separated by destination to facilitate baggage claim or placed in/on appropriate conveyances for designated locations.

1.3.6.3. Provide expeditious processing of mishandled baggage.

1.3.6.3.1. Coordinate receipt and processing of mishandled baggage documentation (i.e., AMC Form 134, Mishandled Baggage Report, boarding pass, baggage claim stub, appropriate description of baggage, etc.) with each remote location's transportation office.

1.3.7. **Monitor Foreign Nationals (FN) passengers** upon arrival at KWI. The contractor shall:

1.3.7.1. De-plane arriving FN passengers, relinquishing control to the U.S. Army Installation Transportation Office (ITO) or their Embassy representative.

1.3.7.2. Transport FN passengers to the passenger terminal when an ITO or Embassy representative is not present upon arrival.

1.3.7.2.1. Brief FN passengers of the requirement to remain in the passenger terminal until the Ali Al Salem Shuttle Bus arrives to transport them to the Life Support Activity (LSA), Ali Al Salem where they will be processed through immigrations.

1.3.7.3. Contact the Security Forces (SF) Base Defense Operations Center (BDOC) at 450-1832, if they depart the passenger terminal at any other time.

1.4. Funds Handling. The contractor shall provide funds handling services IAW AMCI 24-101, Vol. 14, paragraphs 44 - 50. The contractor shall:

1.4.1. Forward funds and applicable documentation to the QA personnel the next business day.

1.4.1.1. Account for DD Forms 1131, Cash Collection Vouchers.

1.4.2. Develop and implement internal audit procedures.

1.5. Aircraft Ground Services. The contractor shall perform aircraft ground services IAW Air Force Occupational Safety and Health Standard (AFOSHSTD) 91-100, Chapter 2, Chapter 6, paragraph 6.4.10., and Attachment 7; T.O. 00-25-172, Section 3.11., Table 3; and, AFI 11-218, Chapter 2. The contractor shall:

1.5.1. Provide a licensed Federal Aviation Administration Airframe and Power-plant Mechanic responsible for oversight of aircraft ground services.

1.5.2. Position/deposition, connect/disconnect, to/from the aircraft and operate, as required, aircraft ground power units, air starting units, air-conditioning units, crew stairs, safety pins, 150 lb. Halon fire bottles, chocks, and other support equipment as required.

1.5.2.1. Coordinate the periodic inspection, servicing, and replacement of 150 lb. Halon fire bottles.

1.5.2.2. Provide support for transient mission recovery team and mission support team members on-station to perform aircraft maintenance, to include but not limited to, downloading aircraft parts, repair equipment, and tools.

1.5.3. Provide aircraft marshaling to include follow-me services, parking (block-in/block-out), chocking of aircraft, wingtip/tail clearance guards, fire bottle clearance prior to aircraft taxi, and fireguards for ground engine runs.

1.5.3.1. Coordinate and gain 5 EAMS/DO approval for spinning of all aircraft larger than a C-130 on/off the parking spot. Reversing aircraft off the parking spot is prohibited. Ensure aircrews are instructed to use minimal power to avoid potential Foreign Object Damage.

1.5.4. Provide aircraft push-back and towing services in coordination with the aircraft's civilian or military maintenance representative, as required to re-position aircraft on the parking apron.

1.5.4.1. Provide all required wing-walkers and spotters. Aircraft braking operations will be conducted by the aircraft's civilian or military maintenance representative.

1.5.4.2. Provide aircraft towing services to/from designated Kuwait City International Airport Aircraft Engine Run-up parking spots on a reimbursable basis, to include costs for roundtrip towing services and use of the engine run-up area.

1.5.5. Position, operate, and deposition baggage conveyors on an as available basis to support C-5 aircrew baggage loading/unloading. Note: aircrews are responsible for the actual loading/unloading of aircrew baggage as well as coordinating a baggage loading time.

1.6. Communications Management and Information Systems. The contractor shall interface with the 5 EAMS Comm as required; and, manage the air terminal computer systems, provide systems and software maintenance, as well as prepare and monitor all requirements documents submitted for upgrades or repair of communication systems. The contractor shall ensure all government provided operating systems, hardware and software updates are installed on all government furnished computers in a timely manner.

1.6.1. RGATES Work Station Area Security Officer (WASO), IAW RGATES Manual. The contractor shall:

1.6.1.1. Provide a letter with the name of the RGATES WASO and alternate(s) to the CO and QA personnel fifteen (15) calendar days before the start of the contract. Submit an updated appointment letter as required.

1.6.1.2. Immediately request assistance from HQ AMC/A4TI for software and hardware related problems, and notify the QA personnel of software and hardware related problems within forty-eight (48) hours of the request for assistance.

1.6.1.3. Establish manual-processing procedures and provide uninterrupted service to the customer when RGATES functionality is lost.

1.6.1.3.1. Notify QA personnel when a loss of RGATES functionality occurs and cannot be restored within 30 minutes.

1.6.1.3.2. Conduct a test of manual processing procedures at least once a quarter, document results, and provide QA personnel a copy.

1.6.1.3.2.1. Update RGATES in conjunction with manual processing and complete RGATES updates prior to mission departure.

1.7. Custodial Services. The contractor shall clean and maintain all Government Furnished Facilities (GFF), except the passenger terminal, those spaces occupied by government personnel and the bathroom trailers, to include office space and adjoining areas at frequencies determined by the contractor to ensure these areas present a neat, clean, and professional working environment. The contractor shall:

1.7.1. Clean the freight and vehicle maintenance areas as well as the fenced outside storage area adjacent to Hangar 4 and the originating and terminating pallet grid storage areas to ensure these areas are generally clean, free of debris, and present safe working environments.

1.7.1.1. Share equal responsibility with government mechanics for cleaning the joint-use vehicle maintenance bay and adjacent outside vehicle maintenance area.

1.7.2. Provide documentation, such as cleaning frequency schedule or quality control inspection sheets, to the CO upon request.

1.8. Reports, Records, and Electronic Data Interchange: The contractor shall:

1.8.1 Prepare and submit the following reports within the time frames stated below or IAW the specified publication. A copy of all reports identified with an asterisk (*) shall be provided to the QA personnel.

1.8.1.1. *Monthly Station Traffic Handling Report, RCS: HQ AMC-A4T (M&Q) 7107 IAW AMCI 24-101, Vol. 6, paragraph 24; and, include total tons of thru-load cargo in the remarks.

1.8.1.2. *Daily Offshore Station On-Hand Report RCS: AMC-A4T (AR) 7115 twice daily or as required to facilitate on-ward movement, to the Theater Air Movement Division; and, HQ AMC/TACC, IAW AMCI 24-101, Vol.6, para 25.

1.8.1.3. Short Shipment Report IAW AMCI 24-101, Vol. 6, para 18.

1.8.1.4. Over Shipment Report IAW AMCI 24-101, Vol. 6, para 16.

1.8.1.5. Lost Shipment Report IAW AMCI 24-101, Vol. 6 para 19.

1.8.1.6. *463L System Pallet and Net Control Report, RCS: LOG-LOC (Q) 8701 IAW DoDR 4500.9-R-1, Part VI, Chapter 610, paragraph D, 1 and 2; and, Appendix F.

1.8.1.7. *AMC Key Asset and Equipment Report, RCS: HQ AMC-A43 (M) 8001 IAW AMCI 24-101, Vol. 6, para. 26.

1.8.1.8. MHE mishap reporting shall be submitted to HQ AMC/A4TE at the following web site <https://amc1g.scott.af.mil/feedback/mhemishap.pl> All K-loader mishap data must be submitted to HQ AMC/A4TE and 721st AMOG within 5 duty days.

1.8.1.9. Mishandled Baggage Summary, AMC Form 134a IAW AMCI 24-101, Vol. 15, para 10.2. through 10.4.

1.8.1.10. *Baggage Tag Requirement Report, RCS: HQ AMC-A4T (A) 8103 IAW AMCI 24-101, Vol. 6, para 28.

1.8.1.11. *Aerospace Ground Equipment (AGE) Report. By 1400Z every Monday, email or fax to Scott AMC/A4-A4MJS. Report AGE status by National Stock Number (NSN), serial number and local field assigned number, date of inspection, type of inspection, and date due inspection.

1.8.1.12. Kuwait Landing Report. By 0500Z daily, deliver to Kuwait Air Force Liaison.

1.8.1.13. Tunner Report. Monthly NLT the 5th calendar day, email file to HQ AMC/A4RV, IAW OLVIMS Maintenance Module, 60K file, AFI 24-302, paragraph 4.85.3.4.

1.8.1.14. Tunner 250 Hour and 25K Loader 400 Hour Scheduled Maintenance. Report on-time results as they occur to HQ AMC/A4RV.

1.8.1.15. OLVIMS Quarterly Report, 1RAQ6T.DA1. Monthly NLT the 5th calendar day, email file to HQ AMC/A4RV, IAW AFCSM 24-1, Figure 7-1, Para 7.1 through 7.3.6.

1.8.1.16. Weekly KWI Operations Summary (OPSUM) Passenger/Cargo Report. By 0900Z every Monday. Provide QA personnel (via e-mail), OPSUM IAW 5 EAMS/CC policy, messages, memorandums, and directives to include but not limited to originating, terminating, thru-load, and re-handled aircraft, cargo (short-tons), and passenger data, for the previous week, Monday (0001Z) to Sunday (2359Z); forecast for projected aircraft arrivals/departures for the following week, Monday (0001Z) to Sunday (2359Z); and manpower data.

1.8.1.17. Situation Report(s) (SITREP). Complete and forward IAW current AMC, CENTAF, and 5EAMS/CC policy, messages, memorandums, and directives.

1.8.1.18. CENTAF Daily Pallet Backlog Report. Complete and forward IAW CENTAF and 5 EAMS/CC policy messages, memorandums, and directives.

1.8.2. The contractor shall create, maintain, dispose, and stage or archive government-required records IAW Records Disposition Schedule (AFRIMS), Table 24-01, 24-02, 24-03, AMCI 24-101, Vol 6, paragraphs 3.2., 3.4. through 3.7.; and RGATES. The contractor shall provide the original record or a reproducible copy of any such record within three (3) working days of receipt of the request. The contractor shall:

1.8.2.1. Perform post flight procedures within twenty-four (24) hours of aircraft departure.

1.8.2.2. Complete and file all flight transactions and related documentation within forty-eight (48) hours of aircraft departure.

1.8.2.3. Research disputed billing requests and forward one (1) copy of the movement documents to the requester within forty-eight (48) hours of receipt of the request.

1.8.2.4. Research documentation retained by the contractor and prepare reports (i.e., special account handling, duplicate bookings, passenger movement statistics, etc.) within forty-eight (48) hours of request. Maintain a copy of all research requests for a period of ninety (90) calendar days.

1.8.3. Document the quantity per month of each form listed in Appendix B, that is used for the fiscal year beginning 1 October and ending 30 September. Submit these statistics to the QA personnel not later than 5 October each year.

1.8.4. Audit and correct all errors and discrepancies within twenty-four (24) hours of discovery or notification.

1.9. Government-Furnished Materials Handling Equipment (MHE) and Aerospace Ground Equipment (AGE); Operation, Maintenance, and Repair. The contractor shall receive, process, and prepare for shipment as well as operate, maintain, and repair all MHE and AGE listed in the PWS in accordance with existing technical

orders (TO), instructions, and individual operational orders to ensure maximum availability and utilization. The contractor shall be responsible for identification, ordering, receipt, tracking, and installation of all parts required to maintain MHE and AGE. 60K Tunnar parts shall be ordered via the Systems and Electronics Industries (SEI) web site as per the 60K contracted supply support agreement, except those items listed in the vehicle technical order as common consumables. Any difficulty in acquiring required parts and instructions/manuals/regulations shall be brought to the immediate attention of the QA personnel. The contractor shall:

1.9.1. Operate all MHE and AGE a minimum of once per month for the purpose of determining the operational and material condition.

1.9.1.1. Operate MHE and AGE IAW applicable TOs and Manufacturer Operating Instructions.

1.9.1.2. Perform operator inspections on all government-furnished MHE using current inspection forms.

1.9.1.3. Coordinate an MHE and AGE parking plan with the QA personnel for vehicles while not in use. The plan shall provide maximum clearances between vehicle parking spaces, IAW the applicable T.O.

1.9.2. Establish and maintain an up-to-date inventory and control system for all MHE and AGE (to include but not limited to) spares, tools, repair materials, and consumables.

1.9.2.1. Ensure sufficient fuel, fluids, spares, tools, and repair materials are available at all times to ensure maximum availability and utilization. Based upon availability, the government may provide any of these items if it is in the best interests of the government.

1.9.3. Maintain the appearance of MHE and AGE. Cleaning and washing of MHE shall include their undercarriages.

1.9.4. Utilize the Online Vehicle Interactive Management Systems (OLVIMS) to account for maintenance and repair actions as well as collect relevant data, i.e. out of commission times and awaiting parts status, parts costs, operating hours, and fuel consumption. Monitor and report daily, vehicle in-commission rates to the QA personnel.

1.9.4.1. Report Vehicle Time Compliance Technical Order (TCTO), Materiel Deficiency Reports (MDRs), Service Bulletins, and one-time inspections (compliance/non-compliance) to HQ AMC/A4RV.

1.9.5. Accomplish maintenance, repair, and reconstitution actions for powered/non-powered AGE systems IAW T.O./Manufacturer's Technical Manual as well as TCTOs, MDRs, Service Bulletins, and One-Time Inspections.

1.9.5.1. Account for AGE using the Standard Base Supply System (SBSS) and Maintenance Data Collection system (G081). Forward data to Scott AMC/A4-A4MJS.

1.9.5.2. Document maintenance actions using an automated AFTO Form 244. The AFTO Form 244 shall be maintained on each piece of AGE.

1.9.5.2.1. Report AGE TCTO, MDRs, Service Bulletins, and one-time inspections (compliance/non-compliance) to Scott AMC/A4-A4MJS.

1.9.5.2.2. Report AGE that becomes inoperable and beyond contractor repair capabilities to the QA personnel.

1.9.5.3. To the maximum extent possible, utilize commercial resources for obtaining critical work stoppage repair parts/supplies that meet T.O. and Manufacturers data as applicable.

1.9.5.4. Utilize the SBSS for Mission Capability (MICAP) reportable end items purchase and tracking.

1.9.5.5. Accomplish scheduled and routine MHE and AGE maintenance to include but not limited to, oil and fluid replacement or exchanges; filters, battery, and light bulb replacement, as required; at no cost to the government.

1.9.5.6. Accomplish reimbursable MHE and AGE repairs. The contractor shall coordinate with QA personnel to determine whether replacement parts should be procured locally or provided by the government. Equipment will be turned in for repair within one (1) workday of becoming inoperative. Repairs that are estimated to exceed \$250.00 or 50% of the replacement value shall be reported to QA personnel, and the contractor shall comply with repair or disposition instructions. All estimates and reimbursements for repairs performed require proof of service required or rendered to include invoices and receipts.

1.9.5.7. Repair MHE and AGE deployed in support of augmentation forces or aircraft mission repair teams on a reimbursable basis. Required repairs shall be coordinated with the deployed team chief and QA personnel.

2. SERVICE DELIVERY SUMMARY. The Service Delivery Summary (SDS) represents the most important contract objectives; and, includes safety and security requirements, which are interwoven critical aspects of these objectives. The contractor is fully expected to comply with all Performance Work Statement (PWS) requirements; however, the government's assessment of contractor performance will focus mainly on these objectives.

2.1. A critical nonconformance cannot be corrected and adversely affects the safety and/or security of personnel and/or resources; cannot be corrected without mission impact; or adversely affects another government agency's ability to accomplish their mission.

2.2. Minor nonconformance - nonconformance which cannot be corrected but is not likely to materially reduce the usability of the services for their intended purpose.

Performance Objective	PWS Paragraph(s)	Performance Threshold
1. Facilitate on-time aircraft departure.	1. and 1.1.	No more than 3 delayed missions caused by the contractor during the monthly QA surveillance process.
2. Manage information and terminal resources required to receive, document, plan, and move passengers, cargo, and mail, ensuring maximum aircraft utilization.	1.1. thru 1.1.7.1. 1.1.10. thru 1.1.10.1.	No critical nonconformance and less than 7 other minor nonconformances noted during the monthly QA surveillance process.
3. Provide Air Mobility Command and Control services.	1.1.8. thru 1.1.8.8.3.	No critical nonconformance and less than 9 other minor nonconformances noted during the monthly QA surveillance process.
4. Plan, select, sequence, and monitor each aircraft passenger, cargo and mail load.	1.1.9. thru 1.1.9.2.	No critical nonconformance and less than 4 other minor nonconformances noted during the monthly QA surveillance process.
5. Provide aircraft services.	1.2. , 1.2.1., 1.2.3. thru 1.2.7.4.	No critical nonconformance and less than 10 other minor nonconformances noted during the monthly QA surveillance process.
6. Inspection, processing, and movement of hazardous materials.	1.2 thru 1.2.2.	Inspected, processed, and moved with 100% accuracy.
7. Provide a complete range of passenger processing and baggage services.	1.3. thru 1.3.6.3.1.	No critical nonconformance and less than 10 other minor nonconformances noted during the monthly QA surveillance process.

8. Provide aircraft ground services.	1.5. thru 1.5.5.	No critical nonconformance and less than 4 other minor nonconformances noted during the monthly QA surveillance process.
9. Manage accurate and auditable records and reports.	1.8. thru 1.8.4.	No critical nonconformance and less than 6 minor nonconformances noted during the monthly QA surveillance process.
10. Operate, maintain, and repair all MHE and AGE.	1.9. thru 1.9.5.7.	No critical nonconformance and less than 9 other minor nonconformances noted during the monthly QA surveillance process.

3. GOVERNMENT-FURNISHED MATERIALS, EQUIPMENT, FACILITIES, SERVICES AND TRAINING.

3.1. Government-Furnished Materials: Government-Furnished Materials (GFM), Appendix C-1, will be provided to the contractor for the duration of the performance period of this contract. The contractor and QA personnel shall jointly inventory the initial stock of GFM provided not later than five (5) working days before the start of the first contract option period. Any missing items shall be annotated on the inventory and the CO notified in writing. The contractor shall sign a receipt for all materials provided by the government. The contractor shall request additional materials by providing a written request to the QA personnel at least ninety (90) calendar days before the required delivery date of the materials, if additional materials are authorized by the contract. At the conclusion of the contract, the contractor shall return all residual inventories to the government.

3.2. Government-Furnished Equipment: Government-Furnished Equipment (GFE), Appendix C-2, will be provided to the contractor for the duration of the performance period of this contract. The contractor and QA personnel shall jointly inventory GFE not later than five (5) calendar days prior to the first contract option period; and annually thereafter not later than ten (10) calendar days before completion of the contract period, including any option periods. The contractor and the QA personnel shall jointly determine the working order and condition of all equipment and document their findings on the inventory. The CO shall be notified in writing when equipment is missing or not in working order. The contractor shall sign a receipt for all equipment provided by the government. Any disagreement between the contractor and the QA personnel concerning the working order and condition of equipment shall be elevated to the CO.

3.2.1. The contractor shall submit requests, including the applicable rationale, for additional or replacement GFE to the QA personnel.

3.3. Government-Furnished Facilities: Government-Furnished Facilities (GFF), Appendix C-3, have been inspected by the government. The government will correct hazards according to approved plans of abatement taking into account safety and health priorities should a hazard within a GFF be identified.

3.3.1. The contractor shall furnish the CO and QA personnel documentation describing, in detail, any modification requested before any modification of the GFF is performed by the contractor at their expense. No alterations to the facilities shall be made without specific written permission from the CO. The contractor shall return the GFF to the government in the same condition as received, fair wear and tear and approved modifications excepted. GFF shall only be used in performance of this contract.

3.4. Government-Furnished Services. Government-Furnished Services will be provided to the contractor for the duration of the performance period of this contract.

3.4.1. Mail Service. Includes collecting, accepting, sorting, routing, and delivery of official mail.

3.4.2. Refuse Collection and Disposal. Includes collection and disposal of trash and waste materials.

3.4.3. Grounds Maintenance. Except where the installation commander has designated local area maintenance to the occupant, for example, cargo grid system, foreign object damage abatement.

3.4.4. Law Enforcement Services. Includes maintaining law and order.

3.4.5. Safety Services. Includes operation of installation safety programs, educational support, and promotional efforts.

3.4.6. Fire Protection. Includes all normal services related to fire protection and fighting operations, alert service, and rescue operations. Also includes inspections for fire hazards, servicing of portable extinguishers, and related training programs.

3.4.7. Facility Maintenance and Minor Repair. Includes routine and cyclical preventive maintenance and minor repairs required to preserve or restore real property so it may be used for its designated purpose.

3.4.8. Disaster Preparedness. Includes operation of disaster preparedness programs and related services, equipment, and facility support for emergencies, contingencies, and wartime operations.

3.4.9. Test Control Officer. Qualified person who administers a test within a controlled environment.

3.5. Government-Provided Training:

3.5.1. Government personnel will provide initial familiarization training for up to thirty (30) contractor personnel at any one time, at the 437th Aerial Port Squadron, Charleston Air Force Base, SC, for up to thirty (30) days each, between 1 July and 30 September 2006; and, to contractor personnel on-site at KWI for the first thirty (30) days of the first contract option period; except PPR familiarization training, which will begin 24 Sep 06 and end no-later-than 8 Oct 06. The contractor is fully responsible for providing adequate personnel, supervision, and any items and services necessary to perform ATGHS as defined in this PWS as of the contract performance period, beginning 1 October 2006. Training will include, but not be limited to, such things as documentation, cargo/passenger processing, JI processes, aircraft loading, electronic data interface, AMC operating procedures, coordination of aircraft movement and reporting, and care of vehicles, equipment and facilities.

3.5.2. Within seven (7) calendar days after the Post Award conference, the contractor shall designate in writing to the Contracting Officer (CO) contractor personnel performing as JI, hazardous materials inspectors, and/or load planners; and, shall provide the CO a current certificate of completion of the Transportation of Hazardous Materials Preparer's Course or the Air Transportation of Hazardous Materials Inspector Course. For those contractor personnel designated but not qualified or current, the government will make available, throughout the term of the contract, required Hazardous Materials Inspector Course training to enable proper certification of contractor personnel identified as JI, hazardous materials inspectors and/or load planners. The in-residence course duration is five (5) academic days and is currently held at Lackland AFB, TX.

3.5.2.I. A sufficient number of contractor personnel shall complete by correspondence the Air Transportation Hazardous Inspectors Course and maintain required certification to fulfill the requirements of the PWS for the duration of the contract. The QA personnel will coordinate delivery of required course materials. Certification requirements include a final exam to be administered by a certified Test Control Officer, which will be coordinated by the QA personnel.

3.5.2.2. Contractor personnel shall satisfactorily complete hazardous material handler training IAW AFMAN 24-204(I) prior to the start of the first contract option period.

3.5.3. The contractor shall designate JI personnel in writing to the CO. JI personnel will be provided government training during the initial familiarization training period and annual training thereafter shall be conducted by the contractor's qualified JI Instructor. Reference requirements Appendix C-4, Joint Inspector Training.

3.5.3.1. The contractor shall designate in writing to the CO personnel performing as JI Instructor(s). The government will make available, throughout the term of the contract, the Joint Inspector Instructor Qualification (AMCJIIQ) course to facilitate on-site management of the JI program requirements. The in-residence course duration is ten (10) academic days and is currently held at the Air Mobility Warfare Center, Ft Dix, NJ.

3.5.4. Within seven (7) calendar days after the Post Award conference, the contractor shall designate in writing to the CO contractor personnel performing 60K loader maintenance and shall provide the CO a current certificate of completion of the government Turner (60K loader) Maintenance Course. For those contractor personnel designated but not qualified or current, the government will make available, throughout the term of the contract, required Turner Maintenance Course training to enable proper certification of contractor personnel identified as 60K loader mechanics. The in-residence course duration is twelve (12) academic days and is currently held at several locations each year in the United States.

3.5.5. Within seven (7) calendar days after the Post Award conference, the contractor shall designate in writing to the CO contractor personnel performing Command and Control functions and shall provide the CO a current certificate of completion of the AMC C2 Course. For those contractor personnel designated but not qualified or current, the government will make available, throughout the term of the contract, required AMC C2 Course training to enable proper certification of contractor personnel. The in-residence course duration is twelve (12) academic days and is currently held at Scott AFB, IL.

3.5.5.1. Government personnel will provide initial C2 services familiarization training at KWI to contractor personnel for a period not to exceed the first thirty (30) days of the contract performance period, beginning 1 October 2006. During this period, the contractor is fully responsible for providing adequate personnel, supervision, and any items and services necessary to perform C2 services, as defined in this PWS.

3.5.6. Within seven (7) calendar days after the Post Award conference, the contractor shall designate in writing to the CO personnel performing as Aircraft Load Planners. The government will provide AMC unique aircraft load planning training during initial familiarization training, IAW AMCI 24-101, Vol 22, Attachment 5, paragraphs A5.1.2., A5.1.3. through A5.1.18.

3.5.7. The contractor shall designate in writing to the CO Turner (60K loader) and 25K loader driver's who will be provided government training during the initial familiarization training period and training thereafter shall be conducted by the contractor's K loader instructors.

3.5.8 The contractor shall designate in writing to the CO personnel requiring records management training.

3.5.9. Training requirements shall be coordinated with the CO and QA personnel.

3.5.10. The government will not charge an attendance fee for the in-residence or correspondence Air Transportation of Hazardous Materials Inspector Course, in-residence Tunner (60K loader) Maintenance Course, or in-residence AMC C2 Course.

4. GENERAL INFORMATION: The contractor shall provide all technical support, personnel, supervision, equipment, tools, materials and other items and services, (except as specified within the contract as government-furnished materials, equipment, facilities, services, and training), as required, to perform ATGHS as defined in this PWS, in support of the Department of Defense (DoD) Airlift System.

4.1. Contractor Personnel. The contractor shall provide a Station Manager and Alternate Station Manager(s) who shall be responsible for the performance of the work. The name of these persons shall be designated in writing to the CO prior to attending initial familiarization training.

4.1.1. The Station Manager/Alternate Station Manager(s) shall have full authority to act for the contractor on all contract matters relating to the daily operation of this contract.

4.1.2. The Station Manager/Alternate Station Manger(s) shall be located on site to oversee all contracted operations and shall read, write, speak, and understand English in order to use technical manuals/references and effectively communicate.

4.1.2.1. The Station Manager or Alternate Station Manager shall at a minimum attend 5 EAMS staff, logistics, transportation, deployment, exercise, safety, and force protection meetings.

4.1.2.2. The contractor shall meet with the CO, QA personnel, and other government personnel as required by the CO.

4.1.3. The contractor shall ensure key personnel are qualified for their positions. The contractor shall notify the CO and QA personnel of the departure of any individual in a key position and identify their substitution or replacement within seven (7) working days.

4.1.4. The contractor shall ensure those contractor personnel, as applicable, have current and valid civilian operator's license and special equipment operating certificates prior to commencing performance. A sufficient number of contractor personnel shall maintain the required certifications to fulfill the requirements of the PWS for the duration of the contract.

4.1.5. Contractor personnel shall present a uniformly neat professional appearance and be easily recognizable as contractor personnel. Contractor personnel shall wear commercial airline equivalent clothing (appropriate for the specific functions performed), bearing the name of the company and person.

4.1.5.1. Contractor personnel may wear headgear approved by QA personnel, which compliments their uniform appearance and meets minimum safety requirements.

4.2. Hours of Operation. The contractor shall perform the services required under this contract to meet all mission requirements to include weekends and holidays, 365 days a year, 24 hours a day. The contractor shall provide the CO, QA personnel, 18 AF TACC, and Airlift Control Centers with the means/information needed to contact the Station Manager or Alternate Station Manager(s) twenty four hours a day.

4.2.1. The Government will coordinate the initial issue of Geneva Convention Identity Cards and required Common Access Cards.

4.2.2. Force Augmentation. During periods that may warrant, AMC reserves the right to insert any necessary personnel to augment contractor operations. The senior AMC representative, in coordination with the Station Manger or Alternate Station Manager, has overall management responsibility for prioritizing workload and

resources. The contractor shall cooperate with augmentees and render any assistance necessary (as directed by the CO) to ensure there is no degradation of services.

4.3. Training. The contractor shall be responsible for all contractor personnel training, certification, licensing, and proficiency, unless otherwise specified in the contract; and, pay all costs incurred for training required by this PWS for the duration of the contract.

4.3.1. Prior to performance under the contract, develop a Joint Inspection program to ensure a sufficient number of contractor personnel complete required JI certifications, to fulfill the requirements of this PWS for the duration of this contract IAW AMCI 24-101 Vol. 22, Atch 4,

JI Handbook (<https://amclg.scott.af.mil/doz/dozm/training/ji/docs/jtinspectionqrg.pdf>).

4.4. Quality Programs.

4.4.1. The contractor shall utilize his or her commercial quality control program and procedures to identify, prevent, and ensure non-recurrence of defective services.

4.4.2. When the contractor is augmented with military personnel, both parties will be working simultaneously toward the same performance objectives. When defects are noted, the cause will be evaluated. Only defects that are clearly the sole responsibility of contractor personnel will be documented as deficient contractor performance. The contractor shall not be held accountable for any defect if the responsibility cannot be readily determined.

4.5. Safety. The contractor shall comply with the latest applicable federal, installation, and

5 EAMS policies, regulations, management plans, and requirements, regarding occupational safety and health. The contractor shall:

4.5.1. Ensure work performed does not expose personnel or property to hazards, risk of injury, or damage. The government safety program manager may conduct periodic and no-notice visits to the contractor work site. Anyone may cease operations immediately if an unsafe act is observed, a dangerous situation is believed to exist, or established policies, regulations, management plans, and requirements are not being met.

4.5.1.1. Wear approved headgear, with the chin strap in-place or tight fitting, on the flight-line in compliance with safety standards applicable to aircraft engine run-up/blast distances

4.5.2. Be responsible for the environmental compliance with recycling and resource recovery programs, pollution prevention, environmental compliance, clean-up and disposal of hazardous materials, and programs aimed at management and control of hazardous materials as well as the proper storage of any hazardous material used by the contractor.

4.5.3. Report hazards which cannot be eliminated immediately to the QA personnel using AF Form 457, USAF Hazard Report.

4.6. Security. The contractor shall ensure contractor personnel employed to perform contract requirements meet the following criteria: (a) be a U.S. citizen who possesses a valid U.S. passport and (b) have a successfully completed National Agency Check (NAC) or Secret Clearance on file. In lieu of the completed NAC, the 5 EAMS Commander may selectively grant an "immediate access waiver" pending receipt of the successfully completed NAC. This waiver shall be granted after submission of the NAC paperwork is verified by the Government and it is reasonably expected the individual will successfully complete the NAC.

4.6.1. The government may issue an interim clearance or supplement the contractor's work force if NACs or Secret Clearances are not received prior to the contract performance start date. The costs required to perform the services listed in the PWS shall be deducted from the contractor's monthly payment if any delays in receipt of NACs or Secret Clearances are due to the contractor's late submission of requests or if an investigation reveals the contractor's designated personnel are determined not eligible for clearance.

4.6.1.1. NACs or Secret Clearances required because of contractor personnel turnover shall not constitute an excuse for nonperformance of this contract. The costs for government performance while contractor personnel are awaiting clearances shall be deducted from the contractor's monthly payment based on actual costs incurred.

4.6.2. The contractor shall ensure contractor personnel: 1) obtain Common User Access Cards (CAC) prior to arrival at KWI, 2) obtain valid ramp pass issued by the 5 EAMS Security Forces (SF), and 3) display their identification card(s) at all times, IAW all local security procedures.

4.6.3. Notify the CO and QA personnel within twenty-four (24) hours of the employment and termination of any contractor personnel cleared to work on KWI by providing an updated list of these personnel, which includes at a minimum the following information: name (last, first, middle initial), primary position title, level of investigation/security clearance as well as date of approval, and date of on-site employment or termination.

4.6.4. The contractor shall obtain Vehicle Flight-line Access Passes for all contractor vehicles, transiting the base Entry Control Points.

4.6.4.1. Flight-line Access Passes are not authorized for contractor personal vehicles, except for the Station Manager and Alternate Station Manager(s).

4.6.5. The contractor shall comply with the latest applicable DoD, USAF, installation, and

5 EAMS regulations, management plans, and requirements, regarding Operational, Physical, and Communications Security.

4.6.5.1. The contractor shall participate in the 5 EAMS Owner/User Random Antiterrorism Measures (RAM) Program.

4.7. Publications and Forms. The contractor shall maintain publications and forms that apply to the PWS. The contractor shall be guided by these publications and use these forms to the extent necessary to accomplish requirements in this PWS. The government, at the start of the contract, will provide forms as identified in Appendix B and hard copies of all publications, which are not available via the following internet web locations:

- Air Force/AMC publications and forms <http://e-publishing.af.mil>;

- RGATES manual <https://gates.scott.af.mil>.

- Records Disposition Schedule, AFRIMS <https://afrims.amc.af.mil>.

- AMC policy messages can be found at the following web sites:

Cargo A4TC: [https://amclg.scott.af.mil/cgi-bin/index.pl?dd=/don/lgtc&hello=hellocmessages.html
&ti=HQ+AMC/A43C+Cargo+Management](https://amclg.scott.af.mil/cgi-bin/index.pl?dd=/don/lgtc&hello=hellocmessages.html&ti=HQ+AMC/A43C+Cargo+Management)

Pax A4TP: [https://amclg.scott.af.mil/cgi-bin/index.pl?dd=/don/lgtp&hello=hellopaxmessages.html &
ti=A43P+Passenger+Policy](https://amclg.scott.af.mil/cgi-bin/index.pl?dd=/don/lgtp&hello=hellopaxmessages.html&ti=A43P+Passenger+Policy)

Equipment A4TE: <https://amclg.scott.af.mil/cgi-bin/index.pl?dd=/lgt/lgtv&ti=A43E+Aerial+Port+&+Equipment>

MHE mishap reporting: <https://amclg.scott.af.mil/feedback/mhemishap.pj>

QA personnel will forward supplements or amendments to listed publications and forms that are not available on these web sites.

4.7.1. Supplements or amendments to listed publications from any organizational level; HQ AMC policies, messages, memorandums, and directives, may be issued during the life of the contract. The contractor shall immediately implement those changes that result in a decrease or no change in the contract price and notify the CO in writing of such change. Should a decrease in contract price result, the contractor shall provide a proposal for a reduction in contract price to the CO. Before implementing any change that will result in an increase in contract price, the contractor shall submit to the CO a price proposal within thirty (30) calendar days following receipt of the change by the contractor. The CO and the contractor shall negotiate the change into the contract. Failure of the contractor to submit a price proposal within thirty (30) calendar days following receipt of the change entitles the government to performance according to such change at no increase in contract price (unless the time requirement is waived by the CO).

4.8. Phase In/Out. The contractor shall be allowed access to the GFF to familiarize supervisors and key personnel with equipment, reporting, work scheduling and procedures, after the Post Award Conference, prior to contract performance start date. Such access will not interfere with the production efforts of government or contractor personnel. To preclude such interference, arrangements for access to the GFF shall be made with the QA personnel.

4.8.1. The contractor shall provide an initial status of their equipment and personnel implementation/transition plans submitted with their proposal, at the Post Award Conference; and, provide weekly updates to the CO and Program Manger, to include but not limited to, progress, shortfalls, significant events, etc.

4.8.2. During the phase-in/out period, the contractor shall be fully responsible for PWS performance requirements and cooperate to the extent required to permit an orderly change over to the successor contractor.

4.9. Points of Contact. The government will provide applicable phone numbers, addresses, etc. as referenced throughout the PWS.

APPENDIX A

DEFINITIONS

Aerospace Ground Equipment (AGE). AGE has two categories, powered and non-powered. Powered AGE is defined as portable engine or motor driven equipment used in servicing, handling, and maintaining weapon systems support or aircraft and equipment. These items include, but are not limited to, portable engine and motor driven equipment in the following categories: generator sets, air compressors, blowers, portable hydraulic test stands, air conditioners, ground heaters, light carts, air cycling machines, gas turbine compressors, self propelled bomb lifts, etc. Non-powered AGE is defined as portable servicing, handling, and maintenance equipment which is not a motor or engine driven (with the exception of small electric positioning motors). Non-powered AGE includes, but is not limited to, maintenance stands, platforms, aircraft jacks and tow bars, liquid or gaseous oxygen and nitrogen carts, hydraulic servicing parts.

Allowable Cabin Load (ACL). The total load an aircraft can transport over a given distance taking into account weight and volume.

Block Time. Block out time is determined when the aircraft actually moves, not when the aircraft chocks are removed. Block in time is when the aircraft has come to a complete stop and wheels have been chocked.

Command and Control Function. This function provides the coordination link necessary to satisfy mission requirements through an arrangement of personnel, equipment, communications, facilities, and procedures employed by the contract manager in planning, directing, coordinating, and controlling operations in the accomplishment of the mission

Contracting Officer (CO). The duly appointed government agent authorized to award and/or administer contracts and performs the day-to-day administration of the contract. The CO is the only person authorized to contractually obligate the government.

Delay. The criteria for military and commercial aircraft differ:

Commercial Aircraft. On departures, reportable deviations occur when the mission's actual block out time exceeds the delay start time by one minute or more.

Military Aircraft. For home station originating departures, a reportable delay occurs when the mission departs more than fourteen (14) minutes after scheduled takeoff time. For other military aircraft departures, a reportable delay occurs when a mission exceeds its scheduled ground time or scheduled time of takeoff, whichever is later, by more than fourteen (14) minutes.

Frustrated Cargo. Cargo which must be referred to the shipper services representative for correction of packaging and/or documentation discrepancies before further processing can occur.

Ground Time. Period of time an aircraft is on the ground. Ground times for military and commercial aircraft differ. Military aircraft ground time is computed from landing to takeoff, while commercial aircraft is from block-in to block-out.

Quality Assurance. A planned and systematic pattern of all actions necessary to provide confidence that adequate technical requirements are established; products and services conform to established technical requirements; and satisfactory performance is achieved. For the purposes of this contract, quality assurance refers to actions by the government.

Quality Assurance (QA) personnel. The government personnel who perform(s) quality assurance functions for a contracted service.

Quality Control. Those actions taken by a contractor to control the production of outputs to ensure that they conform to the contract requirements.

Remote Global Air Transportation Execution System (RGATES). A computer system designed for use by air terminals to process and manifest passengers, cargo, and mail.

Scheduled Departure Time. The published time at which an aircraft is scheduled to takeoff.

Test Control Officer. Qualified person who administers an Air Force test within a controlled environment.

Working Maximum on Ground (MOG). The air terminal's capability to sustain simultaneous servicing (physical activity at the aircraft or services en-route to and from the aircraft), excluding Aircraft Ground Services (reference paragraphs 1.5. through 1.5.5.), of a specific number and types of aircraft.

APPENDIX B
PUBLICATIONS AND FORMS

<u>Publication No.</u>	<u>Title</u>	<u>Date</u>	<u>Type</u>
AFCSM 24-1	AF Computer Systems Manual	Sep 97	M
AFI 11-218	Aircraft Operations and Movement on the Ground	May 05	M
AFI 10-206	Operational Reporting	Oct 04	M
AFI 13-213	Airfield Management	Dec 04	M
AFI 24-302	Vehicle Management	Feb 05	M
AFI 31-601	Industrial Security Program Management	Jun 05	I
AFOSHSTD 91-100	Aircraft Flightline Ground Operations and Activities	May 98	M
AFMAN 24-204(I)	Preparing Hazardous Materials for Military Air Shipment	Oct 04	M
AMCI 10-202, V. 6	Mission Reliability Reporting System	Aug 04	M
AMCI 11-208	Tanker/Airlift Operations	Jun 00	I
AMCI 24-101, V. 6	Military Airlift Transportation - Transportation Documentation, Data, Records, and Reports	Dec 03	M
AMCI 24-101, V. 9	Air Terminal Operations Center	Jul 01	M
AMCI 24-101, V. 11	Military Airlift Transportation - Cargo and Mail	Apr 06	M
AMCI 24-101, V. 14	Military Airlift Transportation - Passenger Service	Dec 04	M
AMCI 24-101, V. 15	Military Airlift Transportation - Baggage Service	Mar 06	M
AMCI 24-101, V. 22	Training Requirements for Aerial Port Ops	Apr 06	M
AMCI 24-101, V. 24	AMC Passenger Terminal Force Protection	Sep 05	M
DOD 4500.54-G	Foreign Clearance Guide	Current	M
DOD 4515.13R	Air Transportation Eligibility	Nov 94	M
DOD 4500.9-R Part II	Cargo Movement	Nov 04	M
DOD 4500.9-R Part III	Mobility	Apr 04	M
DOD 4500.9-R-1 Part VI	Management and Control of Intermodal Containers and System 463-L Equipment	Jun 02	M
IATA	International Air Transport Association Dangerous Goods	Current	M
T.O. 00-25-172	Ground Servicing Aircraft and Static Bonding	Jun 03	M
T.O. 35D33-2-3-I	463L Pallet Maintenance	Jan 96	M
T.O. 35D33-2-2-2	463L Air Cargo Pallets	Dec 86	M
	CFACC OPREP-3 MOA	Current	M
	DJNS User Guide	Apr 03	M

Type: I – informational
M – mandatory

<u>Form No.</u>	<u>Title</u>	<u>Date</u>
AF Form 129	Tally In/Out	Jan 87
AF Form 457	Hazard Report	Jan 73
AF Form 1297	Temporary Issue Receipt	Jul 87
AF Form 4069	Tiedown Equipment Checklist	Mar 99
AF Form 4080	Load/Sequence Breakdown Worksheet	Jun 01
AF Form 4128	Fleet Service Checklist	Jul 99
*AMC Form 20 Series	Manual Baggage Tags	Dec 92
*AMC Form 47	Report and Disposition of Unaccompanied Passenger Baggage	Jun 92
*AMC Form 57	AMC Expedited Baggage Tag	Jun 92
AMC Form 22	AMC Customer Survey	Apr 98
AMC Form 33	Report of Frustrated Cargo	Jun 92
AMC Form 56	Rehandled Workload	Jun 92
AMC Form 65	Aircraft Reserviced Workload	Apr 99
AMC Form 70	RUSH Baggage Manifest	Aug 92
AMC Form 77	Aircraft Ground Handling Record	Oct 94
AMC Form 82	Monthly Station Traffic Handling Report	Jul 95
AMC Form 108	Rehandled Passenger Workload	Jun 92
AMC Form 134	Mishandled Baggage Report	Jun 92
AMC Form 134a	Mishandled Baggage Summary	Jun 92
AMC Form 136	Baggage Mishandled Report File	Jun 92
*AMC Form 148	Boarding Pass/Ticket	Jun 96
*AMC Form 148-2	Boarding Pass/Ticket	Jun 99
AMC Form 148G	Boarding Pass/Ticket	
AMC Form 214	Security Cage Log and Inventory	
AMC Form 253	Air Passenger Comments	Mar 99
*AMC Form 416	Interline Baggage Claim Tags	Jun 92
*AMC Form 1004	Unaccompanied Minor Passenger	Nov 92
AMC Form 1015	HAZMAT Inspection and Acceptance Checklist	May 04
*DD Form 139	Pay Adjustment Authorization	May 53
*DD Form 1131	Cash Collection Voucher	Dec 03
*DD Form 1172-2	Application for DoD CAC DEERS Enrollment	May 04
DD Form 1384	Transportation Control Movement Document (TCMD)	Oct 00
DD Form 1385	Cargo Manifest	Nov 78
*DD Form 1502	Frozen Medical Material Shipment	
*DD Form 1502-1	Chilled Medical Material Shipment	Apr 02

*DD Form 1502-2	Limited Unrefrigerated Medical Material Shipment	Apr 02
DD Form 1907	Signature Tally Record	Feb 03
*DD Form 2131	Passenger Manifest	Sep 98
DD Form 2133	Joint Airlift Inspection Record	Oct 98
DD Form 2775	Pallet Identifier	Sep 98
*DD Form 2842	DoD Public Key Infrastructure Certificate of Acceptance and Acknowledgement of Responsibilities	Sep 02
SF Form 361	Transportation Discrepancy Report	
SF Form 364	Report of Discrepancy	Feb 80
U.S. Form # 17067	Gummy Back Tags (Baggage tag label)	
	*Cash Collection Control Voucher Log	
	ID Tags	
	Travelopes	

An asterisk (*) denotes those forms that will be provided by the government.

APPENDIX C-1

GOVERNMENT FURNISHED MATERIALS

Government Provided Records. The government will provide any applicable active and inactive records to the contractor. Upon termination of the contract all government-furnished records will be returned to the government.

Government Provided Forms. The government will provide applicable forms as identified in Appendix B.

Consumables. The government will provide: 1) all consumables required to build/block/brace cargo, mail, and baggage including but not limited to plastic covers, Radio Frequency Identification (RFID) tags, and chocking devices; 2) disposable earplugs for passengers; 3) boxes and tape for staging records; 4) gasoline and diesel fuel for the GFE and Contractor Furnished Equipment (CFE) as well as water and electricity for GFF; 6) tires for GFE; 6) 463L pallet dunnage sized IAW T.O. 35D33-2-2-2, paragraph 2.7.b.; 7) aircraft and GFE wheel chocks; 8) air-time for aircrew and government provided cell phones.

The contractor shall be responsible for safeguarding all government-furnished materials and maintaining a sufficient stock level to meet station workload requirements.

Note: the contractor is not responsible for cell phone minutes used by the aircrew on the Government provided cell phone.

Note: the contractor shall be provided phone and computer services as well as utilities for contractor furnished stacked office trailers.

APPENDIX C-2

GOVERNMENT FURNISHED EQUIPMENT

NAME/MODEL	QTY	SERIAL/STOCK NUMBER
Tunner 60K		
7		
01E00011		
98E00058		
01E00027		
02E00021		
02E00031		
05E00025		
05E00026		
Truck, Aircraft Loader 25K		
	83E00073	
		85E00075
		01E00219
		03E00064
A/M32A-86 Generator	1	DG43
A/M32A-86 Generator	1	DG47

A/M32A-86 Generator	1	GD29
A/M32A-86 Generator	1	DG31
A/M32A'-86 Generator	1	DG24
A/M32A-86 Generator	1	DG19
A/M32A'-86 Generator	1	DG48
A/M32A'-86 Generator	1	DG55
A/M32A'-86 Generator	1	DG52
A/M32A'-86 Generator	1	DG64
A/M32A-95 Air Cart	1	GT-53
A/M32A-95 Air Cart	1	GT-55
A/M32A-95 Air Cart	1	GT-3
A/M32A-60	1	TG01
A/M32A-60	1	TG02
B-1 Maintenance Stand	1	B-106
B-1 Maintenance Stand	1	B-131
B-1 Maintenance Stand	1	B-132
B-2 Maintenance Stand	1	B-204
B-2 Maintenance Stand	1	B-219
B-2 Maintenance Stand	1	B-224
B-4 Maintenance Stand	1	B-432
B-4 Maintenance Stand	1	B-403
B-5 Maintenance Stand	1	B-502
B-5 Maintenance Stand	1	B-505
B-5 Maintenance Stand	1	B-529
B-5 Maintenance Stand	1	B-523
B-5 Maintenance Stand	1	B-526
B-5 Maintenance Stand	1	B-554
Light Cart	1	LC04
Light Cart	1	FL02
Light Cart	1	FL04
Light Cart	1	FL12
Light Cart	1	FL29
Light Cart	1	LC22
Light Cart	1	FL20
NAME/MODEL	QTY	SERIAL/STOCK NUMBER
Light Cart	1	FL21
Light Cart	1	FL23
Light Cart	1	FL24
Light Cart	1	LC024
Light Cart	1	LC029
Light Cart	1	AQ-20
Light Cart	1	AQ-25
Light Cart	1	AQ-26
Light Cart	1	AQ-28
Air Conditioner	1	AC31
35T Axle Jack	1	3A24
35T Axle Jack	1	AJ39
C-141 Tow Bar	1	TB-09
C-17 Tow Bar	1	TB-80
C-5 Tow Bar	1	TB-01
C-5 Tow Bar	1	TB-22
Universal Tow Bar	1	TB-31
Universal Tow Bar	1	TB-07
SGNSC (NITROGEN CART)	1	SG-02

40T Aircraft Jack	1	AJ65
135/141 Tow Bar	1	TB54
Load Bank Tester	1	L-369
ID# QCSE37/Fld # SE37		

150lb Halon Fire Bottles	24	
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Portable Scales		
Model No. PT300	1	230 835 45
Model No. PT300	1	240 824 92
Model No. PT300	1	240 828 65
Model No. PT300	1	240 830 36
Model No. PT300	1	250 830 37
Model No. PT300	1	250 846 15
Model No. PT300	1	250 846 16
Model No. PT300	1	250 840 68
Model No. PT300	1	250 846 19
Model No. PT300	1	260 826 54
Model No. PT300	1	260 840 58
GEC MD400	1	7955
GEC Scales MD400C	1	9244
GEC Scales MD400C	1	9245
GEC Scales MD400C	1	9246
GEC Scales MD400C	1	9247
GEC Scales MD400C	1	9248
GEC Scales MD400C	1	9249
GEC Scales MD400C	1	9250
GEC Scales MD400C	1	9251

Radio Air/Ground UHF/VHF	2	AA0460
TRC-176		AA1219

Charger, Dual	3	No Serial Numbers
Model No. NTN8076A		
Model Name KVL-3000 Dual Charger 110/220		

NAME/MODEL	QTY	SERIAL/STOCK NUMBER
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Radio Base	3	374AYJ0021
Model No. L04KKH9PW9AN		761ABJ0019
Model Name Astro Base Station		761AZE0074

RFID TAG	2	903040154
SAVI		904090078
Serial Number:		

Cell Phones		
* Aircrew	3	
AMCC	2	
PPR Cell Phone	1	
Cargo Processing	1	
Passenger Service	1	
Load Planning/Special Handling	1	

Radio, Portable (serial numbers are subject to change due to regular swap out)
 Radio, Portable 15

Model XTS-3000
 Model No. H09KDC9PW5AN
 Radio Batteries

44

Dell Optiplex 260 CPU

8

J67FK21
 FNNFK21
 6NNFK21
 177FK21
 FX9LJ0J
 567FK21
 C67FK21
 8NS7J81

MPC 325 CPU

23

3913906
 3755051
 3316168
 3316099
 3755063
 3316052
 3916707
 3913910
 3916793
 3913929
 3916868
 3916788
 3916802
 3916876
 3913920
 3913930
 3913942
 3913903
 3913938
 3913933
 3913919

3755032
 3316060

NAME/MODEL

QTY

SERIAL/STOCK NUMBER

Dell Monitor

8

MX08R3394760533AA7LL
 MX08R3394760533AA7LF
 MX08R3394760533AA7SH
 0J66427161857MALTV
 MY08R3394760331RE4ST
 MX08R3394760533AATTV
 MX08R33933AA7SS
 MX08R3394760533AA7LQ

Hyundai Monitor

2

L70SSRS943D21934
 L70SSBS943D20187

NEC Monitor

21

46261011YA
 47265759YA
 47265739YA
 2600092CA

		2700209CA
		2700052CA
		47265763YA
		47265747YA
		51277201YA
		51277849YA
		47265762YA
		47265767YA
		48271110YA
		47265758YA
		47265749YA
		47265761YA
		47265746YA
		47265738YA
		47265742YA
		47265757YA
		2Y00035CA
Samsung Monitor	1	GG15HMEW300229V
Samsung 17 Inch Monitor	1	GG15HMFTC00224Y
Sony Monitor	2	0400931 0400928
Dell Monitors M781p	1	MX-06C046-47801 13E B18M
HP 2300D Printer	1	CNCDF71795
HP 1150 Printer	1	CNBD022635
HP 2200D Printer	1	JPKGN074527
HP 2300DN Printer	1	CNCCF25225
HP 4200DTN Printer	1	CNFX328738
HP 4200N Printer	3	CNFX512905 CNHX24018 CNHX126278
HP LJ 1200 Printer	1	CNCK129363
HP LJ 2200DN Printer	1	JPGR08267
NAME/MODEL	QTY	SERIAL/STOCK NUMBER
HP LJ 4050 Printer	1	NL7R072287
Intermec Easy Coder PM4i Printers	4	05200500229 05200500211 05200500231 05200500225
Paper Shredder Dahle 20630-A	1	1213364
STU Phone/7960 Series CISCO IP Phone	1	INM091112RR
STE Phone L-3 Communication	1	STEA3000088266

Fortezza Plus Card Cryptocard	1	119537
Cannon IR2200 Copier	1	No serial number
Hamilton Classified Material Safe 2 Drawer Safe	1	32701B
IONSCANNER Barringer Instruments, Inc Model: 400B 12238 Serial number	1	400B 247
IONSCANNER Model Itemiser ³ Ion Track Instrument	1	1002490563I
Walk-Through Metal Detectors Heimann Systems Model: PM D2/PIZ -0027	2	20006014150 20006014151
X-Ray Machine Model: RAP 522B OSI Rapiscan	1	70531N03

NAME/MODEL QTY

Hand-Held Body Scanners	2
Nine (9) Pallet Highline Dock	1
Five (5) Pallet Highline Dock	1
Pallet Stacker(s)	3
463L Pallets	50
463L Side Nets	100
463L Top Nets	50
MB-1 Chains	50
MB-1 Devices	50
NAME/MODEL QTY	
MB-2 Chains	20
MB-2 Devices	20
Straps	100
463L Pallet Couplers	20
463L KC-10 Couplers	4

MISCELLANEOUS NAME QTY

Corner workstation with straight workstations (ATOC)	2
Wrap-around workstation (Manager's Office)	1

Wrap-around workstation (Alt Manager's Office)	1
Wrap-around workstation (Data Records Office)	1
Desk 5' (Flight Planning Rm)	1
Drafting Table (Flight Planning Rm)	1
Desk 5' (Passenger Service Office)	3
Refrigerator Storage Unit	1

Notify the QA personnel with-in twelve (12) hours should equipment become inoperable.

*Aircrew cell phones shall be provided to the AMC Stage, as required.

The contractor shall maintain 463 L assets IAW T.O. 35D33-2-3-1, 463L Pallet Maintenance and T.O. 35D33-2-2-2, 463L Air Cargo Pallets; and, coordinate the redistribution of excess 463 L assets with QA personnel.

NOTE: All contractor personnel will be provided Chemical Warfare Gear as required. The contractor shall provide QA personnel with contractor personnel requirements within their first week of on-site work.

APPENDIX C-3

GOVERNMENT FURNISHED FACILITIES

Hanger 4 (the square footage is close approximates):

Freight and Vehicle Maintenance Area (Joint-use vehicle maintenance bay)	26,000
Passenger Terminal Area	
Passenger Processing Area	900
Passenger Lounge 1	380
Passenger Lounge 2	520
Passenger Lounge-Tent	4,100
Distinguished Visitor Lounge	300

Control Center/Data Records/Office Space	1136
Trailer in Hangar 4	520
Trailer adjacent to Hangar 4 (Trailer is provided but will not be replaced or repaired by the government)	520
Bathrooms (Joint-use trailer Adjacent to Hanger 4)	500
(Joint-use trailer, Adjacent to Pax Lounge Tent)	500
Special Handling Cage (Room #118)	480
Vehicle/AGE Mx Office Trailer (Trailer is provided but will not be replaced or repaired by the government)	360
Connex (Connex may be recalled by the government upon coordination with the contractor)	160

The contractor shall make sure contractor personnel practice utilities conservation to include water, electricity, and resources in all facilities as well as ensure that telephones are only used for "Official Government Business". Dedicated Defense Switching Network (DSN) telephone lines and appropriate computer network connections will be made available for the contractor to conduct required services under this PWS.

Note: the contractor is provided a fenced outside storage area adjacent to Hangar 4 as well as originating and terminating pallet grid storage areas (approximately 200-600 463L pallet total capacity), one (1) adjacent to the aircraft parking apron; and, one (1) no more than one (1) mile from Hangar 4.

Note: the contractor is provided space on KWI to locate a stacked office trailer, which may need to be moved or removed at the contractor's expense due to unforeseen circumstances beyond the government's control.

Note: the contractor shall coordinate use of the passenger lounge tent with the 5 EAMS, inform them of any scheduling conflicts or concerns; and, contract performance requirements will take precedence. The 5 EAMS will clean and repair the facility before the contractor resumes responsibility.

APPENDIX C-4

GOVERNMENT FURNISHED JOINT INSPECTOR TRAINING

Joint Inspector (JI) Training Requirements.

JI qualified personnel are grandfathered until their established Hazardous Materials Inspector/Preparers recertification date.

Prior to becoming JI qualified, personnel selected to perform, as joint inspectors shall:

- Successfully complete and maintain hazardous materials inspector or preparer qualifications IAW AFMAN 24-204(1), Preparing Hazardous Materials for Military Shipments.

- Successfully complete the government or contractor provided JI Training Course
- Successfully complete several joint inspections under instructor supervision
- JI qualified personnel shall be thoroughly familiar with the various publications and T.O. to ensure safety of flight, proper cargo configuration, and cargo loading procedures.
- As a prerequisite, personnel shall complete as a minimum, the following Air Transportation Computer/Web Based Training (ATCBT/ATWBT) lessons identified as "required".

AS03, Palletizing Cargo
 AS06, Handling Hazardous Materials/Explosives
 AS07, Mobility/Contingency Operations
 AT03, Load Planning

After meeting the initial certification qualifications, personnel performing duties, as joint inspectors shall:

- Maintain currency. Whenever possible, actual loads shall be used for training. However, currency may be maintained by using training loads/chalks that include at least one vehicle or rolling stock with hazards, a multi-pallet train, and pallets. **NOTE:** Hazardous cargo may be simulated on training loads/chalks.

As part of the biennial re-certification process, personnel shall:

- Successfully complete all ATCBT/ATWBT lessons listed above.
- Successfully complete biennial classroom refresher training.

APPENDIX D-1

STATION WORKLOAD

This workload data reflects missions by aircraft type (one aircraft depicted below equates to either an arrival or departure), passengers and cargo/mail short tons. These workload estimates includes fluctuations due to humanitarian relief and surges. The contractor shall maintain the ability to provide sustained ATGHS for a working Maximum on Ground (MOG) capability of six (6) wide-body aircraft or the equivalent thereof.

Aircraft Towing: approximately 140 tows are required monthly due to restricted aircraft parking or aircraft maintenance.

Aircraft Type	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
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	04			05								
C5	68	95	110	95	170	192	134	133	85	96	92	88
C9	0	0	0	0	0	2	0	0	0	0	0	0
C17	66	112	173	242	208	206	199	249	228	189	151	136
C130	600	618	632	581	516	382	401	404	359	281	226	213
C141	18	16	18	16	0	0	0	0	0	0	0	0
KC10	2	0	0	0	0	0	0	8	0	4	0	0
KC135	0	2	0	0	0	0	0	2	2	0	0	0
Mil Other	67	79	89	172	0	108	90	71	86	57	56	104
B747	75	63	67	103	96	93	70	86	49	41	43	49
DC8	0	0	0	0	0	0	0	2	2	0	0	6
DC10	69	83	101	125	93	118	49	73	80	65	104	114
L1011	55	56	57	62	56	66	44	47	36	47	51	36
B757	32	60	58	133	118	74	30	36	18	62	87	205
B767	34	31	38	68	58	36	38	34	28	25	26	12
Civ Other	58	68	73	102	130	137	40	62	59	50	81	106
Departure and Arrivals Totals	1144	1283	1416	1699	1445	1414	1095	1207	1032	917	917	1069
Passenger Totals	63055	58921	58962	87511	77171	77541	38212	47622	51322	56196	65861	78210
Originating	28882	21603	23287	23448	48715	49980	21546	20488	24132	27763	25595	34536
Terminating	33742	36764	35353	60716	27322	26703	15910	24781	26352	27583	39616	42050
Intransit	431	554	322	3347	1134	858	756	2352	838	850	650	1624
argo/Mail Totals	4261	5328	9411	9621	10066	8875	8214	8638	8653	7724	7366	7031
Originating	1421	1722	2954	4596	4306	3652	3704	4003	4972	3782	3117	3000
Terminating	2840	3606	6457	5025	5760	5223	4510	4631	3663	3886	4237	4031
Intransit	0	0	0	0	0	0	0	0	0	0	0	0

(End of Summary of Changes)



(Revised October 26, 2006)

252.222-7000 Restrictions on Employment of Personnel.

252.222-7001 Right of First Refusal of Employment--Closure of Military Installations.

252.222-7002 Compliance with Local Labor Laws (Overseas).

252.222-7003 Permit from Italian Inspectorate of Labor.

252.222-7004 Compliance with Spanish Social Security Laws and Regulations.

252.222-7005 Prohibition on Use of Nonimmigrant Aliens--Guam.

252.222-7006 Combating Trafficking in Persons.

252.222-7000 Restrictions on Employment of Personnel.

As prescribed in 222.7004, use the following clause:

RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in _____, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

(End of clause)

252.222-7001 Right of First Refusal of Employment--Closure of Military Installations.

As prescribed in 222.7102, use the following clause:

RIGHT OF FIRST REFUSAL OF EMPLOYMENT--CLOSURE OF MILITARY INSTALLATIONS
(APR 1993)

(a) The Contractor shall give Government employees, who have been or will be adversely affected by closure of the military installation where this contract will be performed, the right of first refusal for employment openings under the contract. This right applies to positions for which the employee is qualified, if consistent with post-Government employment conflict of interest standards.

(b) Government personnel seeking preference under this clause shall provide the Contractor with evidence of eligibility from the Government personnel office.

(End of clause)

252.222-7002 Compliance with Local Labor Laws (Overseas).

As prescribed in 222.7201(a), use the following clause:

COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all—

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting Officer.

(End of clause)

252.222-7003 Permit from Italian Inspectorate of Labor.

As prescribed in 222.7201(b), use the following clause:

PERMIT FROM ITALIAN INSPECTORATE OF LABOR (JUN 1997)

Prior to the date set for commencement of work and services under this contract, the Contractor shall obtain the prescribed permit from the Inspectorate of Labor having jurisdiction over the work site, in accordance with Article 5g of Italian Law Number 1369, dated October 23, 1960. The Contractor shall ensure that a copy of the permit is available at all reasonable times for inspection by the Contracting Officer or an authorized representative. Failure to obtain such permit may result in termination of the contract for the convenience of the United States Government, at no cost to the United States Government.

(End of clause)

252.222-7004 Compliance with Spanish Social Security Laws and Regulations.

As prescribed in 222.7201(c), use the following clause:

COMPLIANCE WITH SPANISH SOCIAL SECURITY LAWS AND REGULATIONS
(JUN 1997)

(a) The Contractor shall comply with all Spanish Government social security laws and regulations. Within 30 calendar days after the start of contract performance, the Contractor shall ensure that copies of the documents identified in paragraph (a)(1) through (a)(5) of this clause are available at all reasonable times for inspection by the Contracting Officer or an authorized representative. The Contractor shall retain the records in accordance with the Audit and Records clause of this contract.

(1) TC1--Certificate of Social Security Payments;

(2) TC2--List of Employees;

(3) TC2/1--Certificate of Social Security Payments for Trainees;

(4) Nominal (pay statements) signed by both the employee and the Contractor; and

(5) Informa de Situacion de Empresa (Report of the Condition of the Enterprise) from the Ministerio de Trabajo y S.S., Tesoreria General de la Seguridad Social (annotated with the pertinent contract number(s) next to the employee's name).

(b) All TC1's, TC2's, and TC2/1's shall contain a representation that they have been paid by either