

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 89			
2. CONTRACT (Proc Inst. Ident.) NO. HTC711-15-D-CC03		3. EFFECTIVE DATE 01/Oct/2014	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. See Schedule				
5. ISSUED BY USTRANSCOM/TCAQ-CP 508 Scott Drive Scott AFB, IL 62225-5357  Scott Amos (618) 220-6715		CODE HTC711	6. ADMINISTERED BY (If other than Item 5) USTRANSCOM/TCAQ-CM 508 Scott Drive Scott AFB, IL 62225-5357		CODE HTC711		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  PATRIOT TEAM 3303 N. SHERIDAN RD HANGAR 19 TULSA, OK 74115-2219  (Omni Signature Page)			8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)				
9. DISCOUNT FOR PROMPT PAYMENT  Net 15			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN  ITEM SEE SCHEDULE				
CODE 6G2V5		FACILITY CODE		11. SHIP TO/MARK FOR CODE			
12. PAYMENT WILL BE MADE BY ACCTG DISB STA NR 387700 DPAS DEAMS 27 ARKANSAS RD LIMESTONE, ME 04751-6216			CODE F87700				
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )			14. ACCOUNTING AND APPROPRIATION DATA Will be cited on Delivery Orders				
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
	SEE SCHEDULE				(ESTIMATED)		
<b>15G. TOTAL AMOUNT OF CONTRACT</b>					\$441,000,000.00		
<b>16. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	59
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	11	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	34	X	J	LIST OF ATTACHMENTS	86
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	35		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	36		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	38		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	40				
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE</b>							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.)			
19A. NAME AND TITLE OF SIGNER (Type or Print) Trisha Frank, Sr. Dir. Govt. Progr.				20. NAME OF CONTRACTING OFFICER Samuel N. Newberry Samuel.Newberry@ustranscom.mil (618) 220-7104			
19B. NAME OF CONTRACTOR BY		19C. DATE SIGNED 30SEP2014		20B. UNITED STATES OF AMERICA BY		20C. DATE SIGNED 1 Oct 2014	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

<b>AWARD/CONTRACT</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES
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2. CONTRACT (Proc. Inst. Ident.) NO. ETC711-15-D-CC03	3. EFFECTIVE DATE 01/Oct/2014	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. See Schedule
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5. ISSUED BY USTRANSCOM/TCAQ-CP 508 Scott Drive Scott AFB, IL 62225-5357  Scott Amos (618) 220-6715	CODE ETC711	6. ADMINISTERED BY (If other than Item 5) USTRANSCOM/TCAQ-CM 508 Scott Drive Scott AFB, IL 62225-5357	CODE ETC711
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Patriot Team 3303 N. Sheridan Rd Hangar 19 Tulsa, OK 74115-2219	8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT  Net 15

(Northern Signature Page)

CODE 6G2V5	FACILITY CODE	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	ITEM SEE SCHEDULE
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11. SHIP TO/MARK FOR CODE	12. PAYMENT WILL BE MADE BY ACCTG DISB STA NR 387700 DPAS DEAMS 27 ARKANSAS RD LIMESTONE, ME 04751-6216	CODE F87700
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	14. ACCOUNTING AND APPROPRIATION DATA Will be cited on Delivery Orders
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE SCHEDULE				(ESTIMATED)

15G. TOTAL AMOUNT OF CONTRACT ▶ \$441,000,000.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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19A. NAME AND TITLE OF SIGNER (Type or Print)  David W. Kamp, President: CEO	20A. NAME OF CONTRACTING OFFICER
19B. NAME OF CONTRACTOR BY David W. Kamp (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)
19C. DATE SIGNED 9-30-14	20C. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is NOT usable

STANDARD FORM 26 (REV. 5/2011)  
Prescribed by GSA - FAR (48 CFR) 53.214(a)

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   89		
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5. ISSUED BY USTRANSCOM/TCAQ-CP 508 Scott Drive Scott AFB, IL 62225-5357  Scott Amos (618) 220-6715		CODE HTC711	6. ADMINISTERED BY (If other than Item 5) USTRANSCOM/TCAQ-CM 508 Scott Drive Scott AFB, IL 62225-5357		CODE HTC711		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  PATRIOT TEAM 3303 N. SHERIDAN RD HANGAR 19 TULSA, OK 74115-2219  (United Signature Page)			8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT  Net 15		
CODE 6Q2V5	FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM SEE SCHEDULE		
11. SHIP TO/MARK FOR CODE		12. PAYMENT WILL BE MADE BY ACCTG DISB STA NR 387700 DPAS DRAMS 27 ARKANSAS RD LIMESTONE, ME 04751-6216		CODE F87700			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )			14. ACCOUNTING AND APPROPRIATION DATA Will be cited on Delivery Orders				
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
	SEE SCHEDULE				(ESTIMATED)		
15G. TOTAL AMOUNT OF CONTRACT					\$441,000,000.00		
<b>16. TABLE OF CONTENTS</b>							
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17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.)				
19A. NAME AND TITLE OF SIGNER (Type or Print) M. J. CHALMERS			20A. NAME OF CONTRACTING OFFICER				
19B. NAME OF CONTRACTOR BY (Signature of person authorized to sign)		19C. DATE SIGNED 30 SEP 2014	20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		20C. DATE SIGNED		
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is NOT usable			STANDARD FORM 26 (REV. 5/2011) Prescribed by GSA - FAR (48 CFR) 53.214(a)				

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5. ISSUED BY USTRANSCOM/TCAQ-CP 508 Scott Drive Scott AFB, IL 62225-5357  Scott Amos (618) 220-6715	CODE HTC711	6. ADMINISTERED BY (If other than Item 5) USTRANSCOM/TCAQ-CM 508 Scott Drive Scott AFB, IL 62225-5357	CODE HTC711
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  PATRIOT TEAM 3303 N. SHERIDAN RD HANGAR 19 TULSA, OK 74115-2219	8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
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(ATTI Signature Page)

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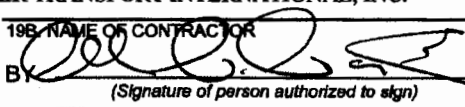
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE SCHEDULE				(ESTIMATED)
<b>15G. TOTAL AMOUNT OF CONTRACT</b>					\$441,000,000.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

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19A. NAME AND TITLE OF SIGNER (Type or Print) CHARLES C. CARSON II, GOVERNMENT CONTRACTS EXECUTIVE AIR TRANSPORT INTERNATIONAL, INC.	20A. NAME OF CONTRACTING OFFICER
19B. NAME OF CONTRACTOR BY  (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)
19C. DATE SIGNED 30 SEP 2014	20C. DATE SIGNED

<b>AWARD/CONTRACT</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <span style="float:right;">▶</span>	RATING	PAGE OF PAGES 1 89 --
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2. CONTRACT (Proc. Inst. Ident.) NO. WTC711-15-D-CC03	3. EFFECTIVE DATE 01/Oct/2014	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. See Schedule
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6. ISSUED BY USTRANSCOM/TCAQ-CP 508 Scott Drive Scott AFB, IL 62225-5357  Scott AMOS (618) 220-6715	CODE ETC711	6. ADMINISTERED BY (If other than Item 5) USTRANSCOM/TCAQ-CM 508 Scott Drive Scott AFB, IL 62225-5357	CODE ETC711
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Patriot Team 3303 N. SHERIDAN RD HANGAR 19 TULSA, OK 74115-2219  (Kalitta Signature Page)	8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
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10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	ITEM SEE SCHEDULE
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	14. ACCOUNTING AND APPROPRIATION DATA Will be cited on Delivery Orders
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
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**15G. TOTAL AMOUNT OF CONTRACT** ▶ \$441,000,000.00

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19A. NAME AND TITLE OF SIGNER (Type or Print)  Lynn Stauffer	19B. NAME OF CONTRACTOR RY	19C. DATE SIGNED 09/30/2014	20A. NAME OF CONTRACTING OFFICER	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
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19A. NAME AND TITLE OF SIGNER (Type or Print) <i>Scott C. Casey, Vice President</i>	20A. NAME OF CONTRACTING OFFICER
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19B. NAME OF CONTRACTOR BY <i>[Signature]</i> (Signature of person authorized to sign)	19C. DATE SIGNED 9/30/14	20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	20C. DATE SIGNED
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<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE 1 OF 89 PAGES
2. CONTRACT (Proc. Inst. Ident.) NO. HTC711-15-D-CC03		3. EFFECTIVE DATE 01/Oct/2014	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. See Schedule	
5. ISSUED BY USTRANSCOM/TCAQ-CP 508 Scott Drive Scott AFB, IL 62225-5357  Scott Amos (618) 220-6715		CODE HTC711	6. ADMINISTERED BY (if other than Item 5) USTRANSCOM/TCAQ-CM 508 Scott Drive Scott AFB, IL 62225-5357  CODE HTC711	

7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  PATRIOT TEAM 3303 N. SHERIDAN RD HANGAR 19 TULSA, OK 74115-2219		8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT  Net 15
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN <input checked="" type="checkbox"/> ITEM SEE SCHEDULE

(ABX Signature Page)

CODE 6G2V5	FACILITY CODE	11. SHIP TO/MARK FOR CODE	12. PAYMENT WILL BE MADE BY ACCTG DISB STA NR 387700 DFAS DEAMS 27 ARKANSAS RD LIMESTONE, ME 04751-6216	CODE F87700
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	14. ACCOUNTING AND APPROPRIATION DATA Will be cited on Delivery Orders
---	---

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE SCHEDULE				(ESTIMATED)
15G. TOTAL AMOUNT OF CONTRACT					\$441,000,000.00

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	11	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	34	X	J	LIST OF ATTACHMENTS	86
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	35		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	36		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	38		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	40				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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19A. NAME AND TITLE OF SIGNER (Type or Print)  JOHN STARKOVICH - PRESIDENT	20A. NAME OF CONTRACTING OFFICER
19B. NAME OF CONTRACTOR BY <u>John Starkovich</u> (Signature of person authorized to sign)	19C. DATE SIGNED 01 Oct 2014
20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	20C. DATE SIGNED

<b>AWARD/CONTRACT</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES
			I 89

2. CONTRACT (Proc. Inst. Ident.) NO. HTC711-15-D-CC03	3. EFFECTIVE DATE 01/Oct/2014	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. See Schedule
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5. ISSUED BY USTRANSCOM/TCAQ-CP 508 Scott Drive Scott AFB, IL 62225-5357  Scott Amos (618) 220-6715	CODE HTC711	6. ADMINISTERED BY (If other than Item 5) USTRANSCOM/TCAQ-CM 508 Scott Drive Scott AFB, IL 62225-5357	CODE HTC711
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  PATRIOT TEAM 3303 N. SHERIDAN RD HANGAR 19 TULSA, OK 74115-2219	8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT  Net 15

(JetBlue Signature Page)

CODE 6G2V5	FACILITY CODE	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	ITEM SEE SCHEDULE
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11. SHIP TO/MARK FOR CODE	12. PAYMENT WILL BE MADE BY ACCTG DISB STA NR 387700 DFAS DEAMS 27 ARKANSAS RD LIMESTONE, ME 04751-6216	CODE F87700
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	14. ACCOUNTING AND APPROPRIATION DATA Will be cited on Delivery Orders
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE SCHEDULE				(ESTIMATED)

15G. TOTAL AMOUNT OF CONTRACT ▶ \$441,000,000.00

16. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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X	C	DESCRIPTION/SPECS./WORK STATEMENT	34	X	J	LIST OF ATTACHMENTS	86
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	35		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	36		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	38		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	40				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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19A. NAME AND TITLE OF SIGNER (Type or Print) Thomas M Amato JET BLUE AIRWAYS CORP CHARTER OPERATIONS	20A. NAME OF CONTRACTING OFFICER
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19B. NAME OF CONTRACTOR BY Thomas M Amato (Signature of person authorized to sign)	19C. DATE SIGNED 01 OCT 2014	20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	20C. DATE SIGNED
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<b>AWARD/CONTRACT</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE 1 OF 89 PAGES
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2. CONTRACT (Proc. Inst. Ident.) NO. HTC711-15-D-CC03	3. EFFECTIVE DATE 01/Oct/2014	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. See Schedule
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5. ISSUED BY USTRANSCOM/TCAQ-CP 508 Scott Drive Scott AFB, IL 62225-5357  Scott Amos (618) 220-6715	CODE HTC711	6. ADMINISTERED BY (If other than Item 5) USTRANSCOM/TCAQ-CM 508 Scott Drive Scott AFB, IL 62225-5357	CODE HTC711
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  PATRIOT TEAM 3303 N. SHERIDAN RD HANGAR 19 TULSA, OK 74115-2219	8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT  Net 15

(Sky Lease Signature Page)

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	ITEM SEE SCHEDULE
CODE 6G2V5	FACILITY CODE

11. SHIP TO/MARK FOR  CODE	CODE	12. PAYMENT WILL BE MADE BY ACCTG DISB STA NR 387700 DFAS DEAMS 27 ARKANSAS RD LIMESTONE, ME 04751-6216	CODE F87700
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	14. ACCOUNTING AND APPROPRIATION DATA Will be cited on Delivery Orders
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE SCHEDULE				(ESTIMATED)

15G. TOTAL AMOUNT OF CONTRACT \$441,000,000.00

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	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	35		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	36		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	38		M	EVALUATION FACTORS FOR AWARD	
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	40				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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19A. NAME AND TITLE OF SIGNER (Type or Print)  DAW STEMEN, PRESIDENT	20A. NAME OF CONTRACTING OFFICER
19B. NAME OF CONTRACTOR BY  (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)
19C. DATE SIGNED 29 SEP 14	20C. DATE SIGNED

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE 1	OF 89	PAGES	
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5. ISSUED BY USTRANSCOM/TCAQ-CP 508 Scott Drive Scott AFB, IL 62225-5357  Scott Amos (618) 220-6715		CODE <b>HTC711</b>	6. ADMINISTERED BY (If other than Item 5) USTRANSCOM/TCAQ-CM 508 Scott Drive Scott AFB, IL 62225-5357		CODE <b>HTC711</b>		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  <b>PATRIOT TEAM 3303 N. SHERIDAN RD HANGAR 19 TULSA, OK 74115-2219</b>			8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT  <b>Net 15</b>		
(Southern Signature Page)			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM <b>SEE SCHEDULE</b>		
CODE <b>6G2V5</b>	FACILITY CODE						
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )			14. ACCOUNTING AND APPROPRIATION DATA Will be cited on Delivery Orders				
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
	SEE SCHEDULE						
					(ESTIMATED)		
<b>15G. TOTAL AMOUNT OF CONTRACT</b>					<b>\$441,000,000.00</b>		
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<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	40				
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE</b>							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.)			
19A. NAME AND TITLE OF SIGNER (Type or Print)  <b>DANIEL McHUGH, CHIEF EXECUTIVE OFFICER</b>				20A. NAME OF CONTRACTING OFFICER			
19B. NAME OF CONTRACTOR BY <u>Daniel McHugh</u> (Signature of person authorized to sign)		19C. DATE SIGNED <b>20141001</b>		20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		20C. DATE SIGNED	

<b>AWARD/CONTRACT</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE 1 OF 89 PAGES
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5. ISSUED BY <b>USTRANSCOM/TCAQ-CP</b> 508 Scott Drive Scott AFB, IL 62225-5357  <b>Scott Amos (618) 220-6715</b>	6. ADMINISTERED BY (If other than Item 5) <b>USTRANSCOM/TCAQ-CM</b> 508 Scott Drive Scott AFB, IL 62225-5357
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  <b>PATRIOT TEAM</b> 3303 N. SHERIDAN RD HANGAR 19 TULSA, OK 74115-2219	8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
---	--

9. DISCOUNT FOR PROMPT PAYMENT  <b>Net 15</b>	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN
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CODE <b>6G2V5</b>	FACILITY CODE	ITEM <b>SEE SCHEDULE</b>
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11. SHIP TO/MARK FOR CODE	12. PAYMENT WILL BE MADE BY <b>ACCTG DISB STA NR 387700 DFAS DEAMS</b> 27 ARKANSAS RD LIMESTONE, ME 04751-6216
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	14. ACCOUNTING AND APPROPRIATION DATA Will be cited on Delivery Orders
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	<b>SEE SCHEDULE</b>				<b>(ESTIMATED)</b>

**15G. TOTAL AMOUNT OF CONTRACT** ▶ \$441,000,000.00

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*CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE*

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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19A. NAME AND TITLE OF SIGNER (Type or Print) <b>SAMUEL N. NEWBERRY</b> <b>SAMUEL.N.NEWBERRY.CIV@MAIL.MIL (618) 220-7104</b>	20A. NAME OF CONTRACTING OFFICER <b>SAMUEL N. NEWBERRY</b> <b>SAMUEL.N.NEWBERRY.CIV@MAIL.MIL (618) 220-7104</b>
--	---

19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY <u>// SIGNED //</u> (Signature of Contracting Officer)	20C. DATE SIGNED <b>01/Oct/2014</b>
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**PART I – THE SCHEDULE****SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

Unless otherwise noted, CLIN pricing and entitlement category information utilizes the Fiscal Year 2015 Negotiated Uniform Rates and Rules, hereafter referred to as the “Rates and Rules”, incorporated by reference and available on the web at [www.fedbizopps.gov](http://www.fedbizopps.gov) once finalized.

(b)(4)

**B-2. MINIMUM GUARANTEE**

- a. The minimum guarantee is \$94,444,708.32 equal to 50% of the total fixed buy CLINs (CLINs 0065 – 0087) without reimbursable and/or Mobilization Representative’s (MOBREP)) which can be satisfied by fixed or expansion (CLINs 0036 – 0064).
- b. For those contracts awarded for international expansion or for domestic Civil Reserve Air Fleet (CRAF) commitment only, the minimum guarantee is estimated at \$3000 and is based on actual costs incurred in accordance with (IAW) the Joint Travel Regulations (JTR) for MOBREP attendance at the MOBREP training seminar. This minimum will be satisfied as a reimbursable under CLIN 0001AC.

**B-3. PRICING**

- a. SLIN 0001AA – REIMBURSABLES – OTHER THAN FUEL. See paragraph H-25.
- b. SLIN 0001AB – FUEL REIMBURSEMENT. See paragraph H-25.
- c. SLIN 0001AC – MOBREP training seminar (not included in the Rates and Rules). The Government will reimburse the Contractor for food, travel, training seminar fee(s), and lodging expenses incurred as a result of MOBREP representatives attending the MOBREP training seminar IAW Performance Work Statement (PWS) paragraph 4.0.1. Reimbursement for food, lodging, training seminar fee(s), and travel will be consistent with the JTR. Other costs may be allowed as reimbursable, if determined appropriate and authorized in advance by the Contracting Officer (CO) prior to the Contractor incurring the costs.
- d. SLIN 0001AD – Domestic CRAF Activation – Positioning/Depositioning Costs. See paragraph H-25.f. (Not included in the Rates and Rules).
- e. CLIN 0002. Domestic CRAF Activation – Passenger Service See paragraph H-25.f. (Not included in the Rates and Rules).

- f. CLIN 0003. Domestic CRAF Activation – Cargo Service. See paragraph H-25.f. (Not included in the Rates and Rules).
- g. CLINs 0004-0035. International CRAF Activation, shall be priced as follows:
  - (1) Prices for airlift services during CRAF activation, Stage I, II and III and during United States Transportation Command (USTRANSCOM) Commander-determined periods (where volunteered airlift is used in lieu of CRAF activated airlift) shall be determined in the same manner as for the fixed award CLINs.
  - (2) For long-range international aircraft called up (See Section C, PWS, Appendix 5, paragraph 2.5) under CRAF activation Stages I, II or III, there will be a guaranteed average daily utilization of 8 hours flight time. If an aircraft fails to achieve the guaranteed utilization, the Contractor will be entitled to additional compensation due to under utilization.
    - (a) The Contractor shall provide documentation supporting its request for compensation due to under utilization. Contractor may report to USTRANSCOM at the end of each month, at the end of the contract period or upon CRAF deactivation, total hours flown for each called up aircraft, (or substituted aircraft), the number of Contractor controllable delays, hours flown in commercial service, and hours flown in service. Compensation for under utilization will be accomplished at the end of the contract period or upon CRAF deactivation, whichever comes first. Contractors must provide cost data to determine the rate 30 days after contract period or CRAF deactivation.

(b) The equation for computing compensation for under utilization is:

$$\text{(Guaranteed Hours - actual hours) x 500 mph x Aircraft Cabin Load (ACL) x live mile rate (See 3. below)} \\ = \text{compensation}$$

- 1. Flight time (actual hours) shall include all revenue hours including paid ferry and any commercial flights operated during the CRAF activation.
- 2. Actual hours will be increased by 8 hours for each time an aircraft is unavailable to the Government for Contractor controllable reasons. (i.e.: maintenance or lack of sufficient crew).
- 3. The rate will be based on the live mile rate in the USTRANSCOM Negotiated Uniform Rate minus any costs not expected to be incurred (i.e., fuel, meals, maintenance).
- 4. The underutilized hours will be converted to miles using an average speed of 500 mph.

EXAMPLE:

- (i) Tail number N123 with an ACL of 330 PAX is activated on the 5th of the month.
- (ii) The aircraft operated for 100 flight hours for the 15 day activation period including 10 commercial hours.
- (iii) Guaranteed utilization = 120 hours (15 days x 8 hours/day)
- (iv) Actual utilization = 100 hours
- (v) Underutilized hours = 20 hours
- (vi) 20 hours x 500 mph = 10,000 miles x 330 ACL = 3,300,000 seat miles x .045 (actual rate to be determined) = \$148,500 compensation earned for the month.

- (c) Additionally, should the long-range international aircraft called up, as defined in Section C, PWS, Appendix 5, paragraph 2.5, not be required for the 15-day minimum guaranteed utilization period or not be required for all or a portion of the 15 days between notification and official release from call up, the Contractor will be compensated for under utilization at an amount not to exceed that calculated as provided in paragraph B-(2)(b) above, except that the guaranteed utilization will be based on 15 days and equal 120 hours (15 days x 8 hours/day), and all subsequent calculations will be similarly updated. Contractors are obligated to make their best effort to obtain commercial business to minimize Government costs.
- (3) Prices paid for airlift called up under all CRAF activation stages may be adjusted by negotiation between the Contractor and the Government pursuant to the procedures in Section I, FAR 52.243-1 entitled Changes—Fixed Price Alternate IV. In establishing such prices, it shall be presumed, unless the Contractor presents evidence establishing that an adjustment to the rate of compensation is appropriate, that prices computed in accordance with the Rates and Rules applied to the mileage set forth in Commercial Operations Integrated System (COINS) for the shortest route over which the type of aircraft involved operated, constitutes equitable prices for such services. For the purpose of circumnavigating countries which will not grant overflight clearances, peacetime and wartime missions which operate the segments listed in paragraph B-3 h.(1) below, will be paid according to the special miles listed therein instead of the mileage calculated by COINS. Consideration will be given, but not limited to, evidence presented by the Contractor for aircraft called up which reflects reasonable incurred costs outside the peacetime rate associated with call-up aircraft under CRAF activation. Examples of such costs are:
- (a) Additional per diem expenses incurred to relocate personnel required to assist in the flow of CRAF activated aircraft.
  - (b) Additional security expenses for the safety of aircraft and crew.
- (4) **Vectoring:** Vectoring is a change from the contracted route due to specific military conditions in the mission operating environment which requires a deviation from the contracted route. If conditions require vectoring during CRAF activation or periods where volunteered airlift are used in lieu of CRAF activated airlift, the CO will issue a change order in accordance with Section I, FAR 52.243-1 entitled Changes—Fixed Price Alternate IV. The change order will provide the area, times, etc., for which vectoring will be recognized as a changed condition. A change order authorizes submission of requests for price adjustments. To expedite adjustments, periodic submissions are encouraged. The Contractor should document and support the baseline from which adjustment is requested in addition to substantiation of the amount of the equitable adjustment in any request submitted to the CO.
- h. CLINs for the fixed and expansion requirements shall be priced as follows:
- (a) Airlift services shall be paid at the price established for each SubCLIN. Such price shall be determined in accordance with the Rates and Rules incorporated by reference for International Long- and Short-Range Commercial Augmentation (see paragraphs B-3 h.(2), B-3 h.(3), and B-3 h.(4) for exceptions). USTRANSCOM will conduct an annual rate review as part of the ratemaking process used to develop the Rates and Rules. Mileages will be determined in accordance with COINS. If the Contractor is unable to fly the shortest route between two locations, they must submit flight plans for approval of any additional miles prior to award. The additional mileage will be mutually agreed to by the Contractor and CO. The CO may also pre-approve extraordinary insurance costs applicable to a pending mission when in the best interest of the Government. These costs will be reimbursed under SLIN 0001AA, Reimbursables.

(1) Special Miles:

In performance of certain airlift missions, Contractors will be required to circumnavigate countries which will not grant over-flight clearances, either during peacetime or wartime. In those instances, special miles will be paid.

For the routings listed below, the special miles, as indicated following each route, will be paid to circumnavigate Cuba or Nicaragua. Additional routings requiring payment of special miles may be added to this contract as needed.

KCHS-MHSC	1483	MPTO-MHSC	795	KCHS-SKBO	2059
KCHS-MHTG	1486	MPTO-MHTG	806	KCHS-MKJS	1405
KCHS-MPTO (via MMCZ)	1888	MPTO-MSSS	739		
KCHS-MSSS	1487	KNGU-MKJP	1580		
KCHS-MKJP	1321	EDDN-LYPR	250		

On missions into and out of Guantanamo Bay, Cuba (MUGM), 198 miles will be added for circumnavigation of Cuba.

(2) When requirements exceed the Maximum Standard Payloads as set forth in Appendix A of the Rates and Rules, the Government will pay the incremental passenger movement rate identified in Appendix A of the Rates and Rules for Contingency, Exercise, or SAAM requirements only. The CO may elect to pay the appropriate rate from the Rates and Rules. Ferry on SAAMs or Exercises will not be paid for any additional seats purchased at the incremental passenger movement rate.

(3) When the Government requires airlift services for outsized cargo or service in areas where the operations of US-certificated carriers are restricted (reference Section C, PWS, Section 1, paragraphs 1.3.16. and 1.3.17.), the rates in the Rates and Rules will not apply (See paragraph H-18). Unless specifically authorized by the CO and identified in the applicable modification, miles flown in performance of these types of missions are not subject to fuel adjustment procedures. Outsized cargo requirements and requirements for service into areas where the operations of US-certificated air carriers are restricted will be competed on an as-needed basis and award is made on a best value basis among the offers that meet mission requirements. The determination whether an offer meets mission requirements will be based upon type and weight capacity of aircraft offered and the date of availability. Mission dates will be specified; however, offers of alternative mission dates may be considered if determined to meet requirements. Any proposed alternate mission dates falling outside the solicited mission dates will be considered only if acceptable to the Government; in such a case, the CO will provide other offerors the opportunity to propose against the alternate mission dates. Factors used to determine best value include schedule, price, Contractor reliability, and violation status. Schedule and price are approximately equal in importance and are significantly more important than the other factors, which are of equal importance. Acceptability of an offer will be subject to the determination by the CO if the price offered is fair and reasonable. Additional costs, identified and approved by the CO prior to award, may be reimbursed upon receipt and approval of the Contractors invoices.

(4) **Combi Services:** The Government requires services for combination passenger/cargo airlift. Combi services for FY15 will be awarded based on the Commander’s intent to utilize modern, fuel efficient aircraft and the National Defense Authorization Act’s (NDAA). The award will maximize modern aircraft first, followed by entitlement. The aircraft must be capable of carrying a minimum of 10-12 pallets and 30-40 passengers internationally. Combi services will be priced and awarded in accordance with the Uniform Negotiated Rates and Rules for charter combi service.

i. The Government shall also have the right, at its sole option, to order other airlift service under the contract in accordance with, and at the rate specified by the Contractor for service to the public, which will, in the judgment of the CO, meet the Government needs. In addition, the Government may, for airlift service not covered by the Rates and Rules, establish rates by negotiation. These services will be ordered by separate task order. With the express approval of the contracting officer, the Contractor may perform these services by subcontracting as specified in the solicitation.

**B-4. MAXIMUM AWARD**

The maximum award is \$661M.

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B-5

NAME OF OFFEROR OR CONTRACTOR

PATRIOT TEAM

Cage Code: 6G2V5

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>REIMBURSABLES Firm-Fixed Price (FFP)</p> <p>PRODUCT SERVICE CODE: V221</p> <p>NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM: 481211</p> <p>The following SUBCLIN identifies additional charges not included in the Negotiated Uniform Rates and Rules which may be recognized and reimbursed at cost if incurred in the performance of this contract.</p>	1	LO	\$0.00	\$0.00
0001AA	<p>REIMBURSABLES - OTHER THAN FUEL Firm-Fixed Price (FFP)</p> <p>PRODUCT SERVICE CODE: V221</p> <p>NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM: 481211</p> <p>PURCHASE REQUEST: F3SF9940580400</p> <p>See Section H, paragraph 25.</p>	Estimated 1	LO	(b)(4)	Estimated (b)(4)
0001AB	<p>FUEL REIMBURSEMENT Fixed Price w/EPA</p> <p>PRODUCT SERVICE CODE: V221</p> <p>NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM: 481211</p> <p>PURCHASE REQUEST: F3SF9940580400</p> <p>See Section H, paragraph 25.</p>	Estimated 1	LO	(b)(4)	Estimated (b)(4)
0001AC	<p>MOBREP Firm-Fixed Price (FFP)</p> <p>PRODUCT SERVICE CODE: V221</p> <p>NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM: 481211</p> <p>Attendance of two contractor representatives at annual Mobilization Representative (MOBREP) training.</p> <p>PURCHASE REQUEST: F3SF9940580400</p>	Estimated 1	LO	(b)(4)	Estimated (b)(4)
0004	<p>INTERNATIONAL CRAF ACTIVATION (CLINs 0004-0035) Firm-Fixed Price (FFP)</p> <p>PRODUCT SERVICE CODE: V221</p> <p>NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM: 481211</p> <p>The government may unilaterally increase the airlift and related support services to be performed hereunder up to and including the full capacity of all aircraft listed in PWS, Appendix 3A, as described in PWS, Appendix 5.</p>	TBD *TBD			TBD
0036	<p>PEACETIME AIRLIFT SERVICE--EXPANSION (CLINs 0036-0064) Firm-Fixed Price (FFP)</p> <p>PRODUCT SERVICE CODE: V221</p> <p>NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM: 481211</p> <p>The government may order expansion airlift services as described in Section H, paragraphs 17 and 18. These services shall be paid in accordance with Section B, paragraph 3.</p>	Estimated 1	LO	(b)(4)	Estimated (b)(4)



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B-6

NAME OF OFFEROR OR CONTRACTOR

PATRIOT TEAM

Cage Code: 1VL55

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0065	Cat B Cargo ( Pacific)				
0065AA	<p>CARRIER: KALITTA AIR, LLC AIRCRAFT: (b)(4) ACL TYPE: (b)(4) Firm-Fixed Price (FFP) PRODUCT SERVICE CODE: V121 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM: 481212 ROUTE: (b)(4) SCHEDULE: (b)(4) (b)(4) MSN NO: (b)(4) TRIP COST: (b)(4) NOTES: FY15 FIXED BUY (b)(4) Type Aircraft: (b)(4) Type Aircraft: (b)(4)</p>	1	NL	(b)(4)	(b)(4)

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B-7

NAME OF OFFEROR OR CONTRACTOR

PATRIOT TEAM

Cage Code: 1KHM4

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0066  0066AA	<p>Cat B Combi (Atlantic)</p> <p>CARRIER: AIR TRANSPORT INTERNATIONAL, INC                      AIRCRAFT: (b)(4) ACL TYPE: (b)(4)                      Firm-Fixed Price (FFP)                      PRODUCT SERVICE CODE: V121                      NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM: 481212                      ROUTE:                      (b)(4)                      SCHEDULE: (b)(4)                      [REDACTED]</p> <p>MSN NO:                      (b)(4)</p> <p>TRIP COST (b)(4)                      [REDACTED]</p> <p>FERRY: (b)(4)                      [REDACTED]</p> <p>NOTES:                      FY15 FIXED BUY                      PURCHASE REQUEST: F3SF9940580400                      Type Aircraft: (b)(4)                      [REDACTED]</p>	[REDACTED]	NL	(b)(4)	(b)(4)

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B-8

NAME OF OFFEROR OR CONTRACTOR

PATRIOT TEAM

Cage Code: 1KHM4

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0067	Cat B Combi (Atlantic)				
0067AA	<p>CARRIER: AIR TRANSPORT INTERNATIONAL, INC                      AIRCRAFT: (b)(4) ACL TYPE: (b)(4)                      Firm-Fixed Price (FFP)                      PRODUCT SERVICE CODE: V121                      NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM: 481212                      ROUTE:                      (b)(4)                      SCHEDULE: (b)(4)                      [REDACTED]                      MSN NO:                      (b)(4)                      TRIP COST (b)(4)                      [REDACTED]                      MISCELLANEOUS ITEMS TOTAL: (b)(4)                      [REDACTED]                      NOTES:                      FY15 FIXED BUY                      PURCHASE REQUEST: F3SF9940580400                      Type Aircraft: (b)(4)                      [REDACTED]</p>	1	NL	(b)(4)	(b)(4)

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B-9

NAME OF OFFEROR OR CONTRACTOR

PATRIOT TEAM

Cage Code: 1KHM4

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0068	Cat B Combi (Atlantic)				
0068AA	<p>CARRIER: AIR TRANSPORT INTERNATIONAL, INC                      AIRCRAFT: (b)(4) ACL TYPE: (b)(4)                      Firm-Fixed Price (FFP)                      PRODUCT SERVICE CODE: V121                      NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM: 481212                      ROUTE:                      (b)(4)                      SCHEDULE: (b)(4)                      [REDACTED]                      MSN NO:                      (b)(4)                      TRIP COST (b)(4)                      [REDACTED]                      EUROCONTROL: (b)(4)                      [REDACTED]                      MISCELLANEOUS ITEMS TOTAL (b)(4)                      [REDACTED]                      NOTES:                      FY15 FIXED BUY                      PURCHASE REQUEST: F3SF9940580400                      Type Aircraft: (b)(4)                      [REDACTED]</p>	1	NL	(b)(4)	(b)(4)

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B-10

NAME OF OFFEROR OR CONTRACTOR

PATRIOT TEAM

Cage Code: 1KHM4

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0069	Cat B Combi (Pacific)				
0069AA	<p>CARRIER: AIR TRANSPORT INTERNATIONAL, INC                      AIRCRAFT: (b)(4) ACL TYPE: (b)(4)                      Firm-Fixed Price (FFP)                      PRODUCT SERVICE CODE: V121                      NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM: 481212                      ROUTE:                      (b)(4)                      SCHEDULE: (b)(4)                      [REDACTED]                      MSN NO:                      (b)(4)                      TRIP COST: (b)(4)                      [REDACTED]                      NOTES:                      FY15 FIXED BUY                      PURCHASE REQUEST: F3SF9940580400                      Type Aircraft: (b)(4)                      [REDACTED]</p>	1	NL	(b)(4)	(b)(4)

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B-11

NAME OF OFFEROR OR CONTRACTOR

PATRIOT TEAM

Cage Code: 1KHM4

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0070	Cat B Combi (Pacific)				
0070AA	<p>CARRIER: AIR TRANSPORT INTERNATIONAL, INC AIRCRAFT: (b)(4) ACL TYPE: (b)(4) Firm-Fixed Price (FFP) PRODUCT SERVICE CODE: V121 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM: 481212 ROUTE: (b)(4) SCHEDULE: (b)(4) [REDACTED] MSN NO: (b)(4) TRIP COST: (b)(4) [REDACTED] NOTES: FY15 FIXED BUY PURCHASE REQUEST: F3SF9940580400 Type Aircraft: (b)(4) [REDACTED]</p>	1	NL	(b)(4)	(b)(4)

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B-12

NAME OF OFFEROR OR CONTRACTOR

PATRIOT TEAM

Cage Code: 1KHM4

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0071	Cat B Combi (Pacific)				
0071AA	<p>CARRIER: AIR TRANSPORT INTERNATIONAL, INC AIRCRAFT: (b)(4) ACL TYPE: (b)(4) Firm-Fixed Price (FFP) PRODUCT SERVICE CODE: V121 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM: 481212 ROUTE: (b)(4) SCHEDULE: (b)(4) [REDACTED] MSN NO: (b)(4) TRIP COST: (b)(4) [REDACTED] NOTES: FY15 FIXED BUY PURCHASE REQUEST: F3SF9940580400 Type Aircraft: (b)(4) [REDACTED]</p>	1	NL	(b)(4)	(b)(4)

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B-13

NAME OF OFFEROR OR CONTRACTOR

PATRIOT TEAM

Cage Code: 1KHM4

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0072	Cat B Combi (Pacific)				
0072AA	<p>CARRIER: AIR TRANSPORT INTERNATIONAL, INC AIRCRAFT: (b)(4) ACL TYPE: (b)(4) Firm-Fixed Price (FFP) PRODUCT SERVICE CODE: V121 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM: 481212 ROUTE: (b)(4) SCHEDULE: (b)(4) MSN NO: (b)(4) TRIP COST: (b)(4) NOTES: FY15 FIXED BUY PURCHASE REQUEST: F3SF9940580400 Type Aircraft: (b)(4)</p>	1	NL	(b)(4)	(b)(4)



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B-14

NAME OF OFFEROR OR CONTRACTOR

PATRIOT TEAM

Cage Code: 1VL55

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0073	Cat B Cargo (Atlantic)				
0073AA	<p>CARRIER: KALITTA AIR, LLC AIRCRAFT: (b)(4) ACL TYPE: (b)(4) Firm-Fixed Price (FFP) PRODUCT SERVICE CODE: V121 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM: 481212 ROUTE: (b)(4) SCHEDULE: (b)(4) MSN NO: (b)(4) TRIP COST: (b)(4) EUROCONTROL: (b)(4) NOTES: FY15 FIXED BUY (b)(4) PURCHASE REQUEST: F3SF9940580400 Type Aircraft: (b)(4) Type Aircraft: Southern (b)(4)</p>	1	NL	(b)(4)	(b)(4)

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B-15

NAME OF OFFEROR OR CONTRACTOR

PATRIOT TEAM

Cage Code: 0FAG6

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0074	Cat B Cargo (Atlantic)				
0074AA	<p>CARRIER: UNITED PARCEL SERVICE CO. AIRCRAFT: (b)(4) ACL TYPE: (b)(4) Firm-Fixed Price (FFP) PRODUCT SERVICE CODE: V121 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM: 481212 ROUTE: (b)(4) SCHEDULE: (b)(4) MSN NO: (b)(4) TRIP COST: (b)(4) EUROCONTROL: (b)(4) NOTES: FY15 FIXED BUY MUST BE ABLE TO TRANSPORT EXPLOSIVES CARGO AND COURIERS. NON-STOP SERVICE REQUIRED. PURCHASE REQUEST: F3SF9940580400 Type Aircraft: (b)(4)</p>	1	NL	(b)(4)	(b)(4)

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B-16

NAME OF OFFEROR OR CONTRACTOR

PATRIOT TEAM

Cage Code: 1KHM4

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0075	Cat B Combi (Pacific)				
0075AA	<p>CARRIER: AIR TRANSPORT INTERNATIONAL, INC                      AIRCRAFT: (b)(4) ACL TYPE: (b)(4)                      Firm-Fixed Price (FFP)                      PRODUCT SERVICE CODE: V121                      NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM: 481212</p> <p>ROUTE:                      (b)(4)</p> <p>ROUTE:                      (b)(4)</p> <p>SCHEDULE: (b)(4)</p> <p>MSN NO:                      (b)(4)</p> <p>TRIP COST: (b)(4)</p> <p>NOTES:                      FY15 FIXED BUY</p> <p>PRIMARY ROUTE: (b)(4)</p> <p>PURCHASE REQUEST: F3SF9940580400</p> <p>Type Aircraft: (b)(4)</p>	1	NL	(b)(4)	(b)(4)

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B-17

NAME OF OFFEROR OR CONTRACTOR

PATRIOT TEAM

Cage Code: 1KHM4

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0076	Cat B Combi (Pacific)				
0076AA	<p>CARRIER: AIR TRANSPORT INTERNATIONAL, INC AIRCRAFT: (b)(4) ACL TYPE: (b)(4) Firm-Fixed Price (FFP) PRODUCT SERVICE CODE: V121 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM: 481212 ROUTE: (b)(4) ROUTE: (b)(4) SCHEDULE: (b)(4) MSN NO: (b)(4) TRIP COST: (b)(4) NOTES: FY15 FIXED BUY PRIMARY ROUTE: (b)(4) PURCHASE REQUEST: F3SF9940580400 Type Aircraft: (b)(4)</p>	1	NL	(b)(4)	(b)(4)

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NAME OF OFFEROR OR CONTRACTOR

PATRIOT TEAM

Cage Code: 0ZDR5

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0077  0077AA	<p>Cat B Passenger (Atlantic)</p> <p>CARRIER: OMNI AIR INTERNATIONAL INC                      AIRCRAFT: (b)(4) ACL TYPE: (b)(4)                      Firm-Fixed Price (FFP)                      PRODUCT SERVICE CODE: V221                      NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM: 481211</p> <p>ROUTE:                      (b)(4)</p> <p>SCHEDULE: (b)(4)</p> <p>MSN NO:                      (b)(4)</p> <p>TRIP COST (b)(4)</p> <p>EUROCONTROL: (b)(4)</p> <p>MISCELLANEOUS ITEMS TOTAL: (b)(4)                      TSA BAGGAGE HANDLING FEE 1 (b)(4)                      (b)(4)</p> <p>NOTES:                      FY15 FIXED BUY</p> <p>NON-STOP SERVICE REQUIRED.                      MUST BE ABLE TO DEPART (b)(4)</p> <p>PURCHASE REQUEST: F3SF9940580400</p> <p>Type Aircraft: (b)(4)</p>	1	NL	(b)(4)	(b)(4)

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B-19

NAME OF OFFEROR OR CONTRACTOR

PATRIOT TEAM

Cage Code: 0ZDR5

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0078	Cat B Passenger (Atlantic)				
0078AA	<p>CARRIER: OMNI AIR INTERNATIONAL INC AIRCRAFT: (b)(4) ACL TYPE: (b)(4) Firm-Fixed Price (FFP) PRODUCT SERVICE CODE: V221 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM: 481211 ROUTE: (b)(4) SCHEDULE: (b)(4) [REDACTED] MSN NO: (b)(4) TRIP COST: (b)(4) [REDACTED] EUROCONTROL: (b)(4) [REDACTED] MISCELLANEOUS ITEMS TOTAL: (b)(4) TSA BAGGAGE HANDLING FEE (b)(4) (b)(4) NOTES: FY15 FIXED BUY NON-STOP SERVICE REQUIRED. MUST BE ABLE TO DEPART (b)(4) PURCHASE REQUEST: F3SF9940580400 Type Aircraft: (b)(4) [REDACTED] Type Aircraft: (b)(4) [REDACTED] [REDACTED]</p>	1	NL	(b)(4)	(b)(4)

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B-20

NAME OF OFFEROR OR CONTRACTOR

PATRIOT TEAM

Cage Code: 81979

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0081  0081AA	<p>Cat B Passenger (Atlantic)</p> <p>CARRIER: UNITED AIRLINES INC  AIRCRAFT: (b)(4) ACL TYPE: (b)(4)  Firm-Fixed Price (FFP)  PRODUCT SERVICE CODE: V221  NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM: 481211  ROUTE:  (b)(4)  SCHEDULE: (b)(4)  MSN NO:  (b)(4)  TRIP COST: (b)(4)  EUROCONTROL: (b)(4)  MISCELLANEOUS ITEMS TOTAL: (b)(4)  TSA BAGGAGE HANDLING FEE (b)(4)  (b)(4)  NOTES:  FY15 FIXED BUY  NON-STOP SERVICE REQUIRED.  PURCHASE REQUEST: F3SF9940580400  Type Aircraft: (b)(4)</p>	█	NL	(b)(4)	(b)(4)

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B-21

NAME OF OFFEROR OR CONTRACTOR

PATRIOT TEAM

Cage Code: 0ZDR5

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0082	Cat B Passenger (Pacific)				
0082AA	<p>CARRIER: OMNI AIR INTERNATIONAL INC                      AIRCRAFT: (b)(4) ACL TYPE: (b)(4)                      Firm-Fixed Price (FFP)                      PRODUCT SERVICE CODE: V221                      NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM: 481211                      ROUTE:                      (b)(4)                      SCHEDULE: (b)(4)                      MSN NO:                      (b)(4)                      TRIP COST: (b)(4)                      NOTES:                      FY15 FIXED BUY                      NON-STOP SERVICE REQUIRED.                      (b)(4)                      PURCHASE REQUEST: F3SF9940580400                      Type Aircraft: (b)(4)</p>	1	NL	(b)(4)	(b)(4)



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NAME OF OFFEROR OR CONTRACTOR

PATRIOT TEAM

Cage Code: 0ZDR5

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0083	Cat B Passenger (Atlantic)				
0083AA	<p>CARRIER: OMNI AIR INTERNATIONAL INC                      AIRCRAFT: (b)(4) ACL TYPE: (b)(4)                      Firm-Fixed Price (FFP)                      PRODUCT SERVICE CODE: V221                      NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM: 481211                      ROUTE:                      (b)(4)                      SCHEDULE: (b)(4)                      [REDACTED]                      MSN NO:                      (b)(4)                      TRIP COST: (b)(4)                      [REDACTED]                      NOTES:                      FY15 FIXED BUY                      NON-STOP SERVICE REQUIRED.                      (b)(4)                      PURCHASE REQUEST: F3SF9940580400                      Type Aircraft: (b)(4)                      [REDACTED]</p>	1	NL	(b)(4)	(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

PAGES

HTC711-15-D-CC03

B-23

NAME OF OFFEROR OR CONTRACTOR

PATRIOT TEAM

Cage Code: 0ZDR5

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0084	Cat B Passenger (Pacific)				
0084AA	<p>CARRIER: OMNI AIR INTERNATIONAL INC AIRCRAFT: (b)(4) ACL TYPE: (b)(4) Firm-Fixed Price (FFP) PRODUCT SERVICE CODE: V221 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM: 481211 ROUTE: (b)(4) SCHEDULE: (b)(4) MSN NO: (b)(4) TRIP COST: (b)(4) NOTES: FY15 FIXED BUY NON-STOP SERVICE REQUIRED. (b)(4) PURCHASE REQUEST: F3SF9940580400 Type Aircraft: (b)(4)</p>	1	NL	(b)(4)	(b)(4)

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

The Contractor shall perform Charter Airlift Services and CRAF Activation services (when necessary) in accordance with the Attachment 1-Performance Work Statement (PWS), dated 16 April 2014.

**SECTION E - INSPECTION AND ACCEPTANCE**

**E-1. The following clauses are incorporated by reference:**

<u>FAR NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.246-4	INSPECTION OF SERVICES--FIXED PRICE	AUG 1996

<u>DEFENSE FAR SUP</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR 2008

**E-2. INSPECTION AND ACCEPTANCE OF SERVICES**

a. An authorized Government representative will accomplish Government acceptance of services under this contract at the aerial port of debarkation (APOD). The Global Decision Support System (GDSS) will be used to verify services rendered for all missions.

b. Headquarters (HQ) Air Mobility Command (AMC) reserves the right to inspect, conduct onsite capability surveys, perform ramp inspections, conduct flight-deck observation flights, and initiate performance evaluations of the Contractor during all phases of this contract. Contractor shall facilitate ramp inspections in accordance with AMC Supplement 1 to AFI 21-101, Aircraft and Equipment Maintenance Management, and the Quality Assurance Surveillance Plan (QASP).

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F-1. PERIOD OF PERFORMANCE**

a. Performance of this contract shall begin 01 October 2014, or the date of award, whichever occurs later. It shall continue through 30 September 2015, unless sooner terminated or extended by the Government under the provisions of this contract. All flights in progress at midnight of the last day of the contract shall not be affected by the expiration of this contract.

b. During performance of this contract, there may be a declaration of an airlift emergency or national emergency, or the CRAF may be activated, as described in Section C, PWS, Appendix 5. In such event, the Government may give notice to the Contractor to extend this contract for the purpose of ordering additional airlift services throughout the period of the emergency. In addition, the Contractor's commitment to the CRAF program will be extended for the entire period of CRAF activation, and for up to six (6) months thereafter.

### **F-2. SCHEDULES**

a. For the purpose of this paragraph "Schedules" shall mean the detailed arrangements regarding the date and time of day of the flight operation required to perform the air transportation services called for under this contract. To the extent such schedules are not specified in this contract, they shall be established by agreement between the Contractor and the CO or the Contracting Officer's Representative (COR) in accordance with the provisions of this paragraph. Scheduling for international missions authorized under this contract will be accomplished by 618 AOC (TACC).

b. Schedule Formation and Coordination.

#### **(1) Fixed award international cargo trips.**

618 AOC (TACC) will provide proposed schedules for Contractor coordination at the conclusion of negotiations (approximately 30 calendar days prior to the month of operation). Contractor shall provide the following in writing to the appropriate planner/planning directorate in 618 AOC (TACC) within three (3) working days after verbal or other notification of the proposed 618 AOC (TACC) schedule;

(a) Confirmation of proposed schedule; or

(b) A proposed alternative schedule.

#### **(2) Fixed award international passenger trips.**

AMC will provide proposed schedules for Contractor coordination at the conclusion of negotiations (approximately 90 calendar days prior to the month of operation). Contractor shall provide the following in writing to the appropriate planner/planning directorate in TACC within three (3) working days after verbal or other notification of the proposed 618 AOC (TACC) schedule;

(a) Confirmation of proposed schedule; or

(b) A proposed alternative schedule.

#### **(3) International Expansion Requirements.**

(a) All trips ordered under peacetime expansion provisions will be scheduled no later than 72 hours after notice of order. The Government will coordinate with carriers until acceptance is received.

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

**F-3. DIVERSIONS AND REROUTES - INTERNATIONAL**

a. **Diversions:** The Government or the Contractor has the right to divert any trip due to the threat of, or actual hostilities, weather, medical emergency or natural disaster. The Contractor shall be paid the USTRANSCOM rate for Government directed diversions only.

b. **Reroute:** The Contractor grants the Government the right to reroute trips, subject to mutual agreement of the parties. Contractor shall be paid at the USTRANSCOM rate for the rerouted trip using Great Circle Statute Miles (GCSM) from airport to airport, for mileage computation.

**F-4. GOVERNMENT CONTROLLABLE DELAYS - CARGO (DEMURRAGE) – INTERNATIONAL**

The Contractor will be compensated for departure delays of more than 3 hours beyond the scheduled block time on completed cargo missions when delay is Government controllable. Demurrage charges are limited to delays in loading or unloading but exclude delays due to damage resulting from the negligence of Government personnel. The compensation will be as set forth in the Rates and Rules. Delays due to Acts of God, Air Traffic Control (ATC) or Contractor controllable reasons will not be compensated. Demurrage applies to peacetime business only. Demurrage is calculated by subtracting three (3) hours from the total number of hours (rounded to the nearest hour) the aircraft is delayed. These hours are then multiplied by the price set forth in the Rates and Rules based on aircraft type. The following is an example of how demurrage will be calculated:

B-747 cargo aircraft is scheduled to depart at 0700. Departure is delayed due to a broken K-loader until 1140 (4 hours 40 minutes Government controlled delay). Contractor is entitled to demurrage payment of \$2940. (1 hour 40 minutes rounded to the next whole hour multiplied by \$1470 per hour, as outlined in the Rates and Rules.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G-1. DFARS 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)**

(a) *Definitions.* As used in this clause—

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area Work Flow (WAWF) or another electronic form authorized by the CO.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph G-1(c), the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The CO authorizes use of another electronic form. With such an authorization, the Contractor and the CO shall agree to a plan which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) The DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The CO administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the CO’s determination with each request for payment; or

(4) The DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

### **G-2. CONTRACTOR POINT OF CONTACT**

The Contractor shall furnish to the ACO (Administrative Contracting Officer) at USTRANSCOM/TCAQ-C:

a. The name of a primary and alternate point of contact (POC) who will serve as a liaison between the Contractor and the ACO. Individuals designated must have authority to adjust schedules, engage substitute service, and make decisions pertinent to the airlift service in the name of the Contractor.

b. The name of a POC to serve as liaison between the Contractor and the Contract Administrator (CA) responsible for each station transited in accordance with Section C, PWS, Section 1, paragraphs 1.1.1 and 1.3.10.

### **G-3. PAYMENT OF LANDING AND PARKING FEES**

The Contractor shall pay all required airport service fees and charges. Such fees and charges are not reimbursable since they are included as part of the USTRANSCOM uniform negotiated rate. Additionally, landing and parking fees are not reimbursable under domestic charter trips.

### **G-4. PAYMENT REQUESTS FOR CONTRACT SERVICES**

a. General Reference contract paragraph G-1(b). Contractors should use Wide Area Work Flow-Receipt and Acceptance (WAWF-RA) for all payments made for services. In accordance with DFARS 252.232-7003 Electronic Submission of Payment Requests (page G-1) and the Wide Area Work Flow Receipt and Acceptance (WAWF-RA) Electronic Receiving and Invoicing Instructions, Attachment 3, page 1 of 2, the Contractor shall submit payment requests via WAWF-RA **only**. Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

b. Initiate a separate payment request for each completed payment requested. Do not combine payment requests.

c. (International Trips Only) A declaration of actual ferry routing and mileage for all ferry (except for round trips where the ferry mileage is between the originating station and the terminating station) shall be submitted. Ferry Declaration shall include aircraft tail number, ferry routing as flown, actual miles flown, and signature of person authorized to bind the Contractor. The Contractor shall be paid either the contracted ferry miles or actual ferry miles flown, whichever is less; however, no ferry miles will be paid if actual flown ferry miles are less than 250 miles. Any ferry miles not flown will be deleted from the contract by unilateral modification. Refer to Attachment 3, page 2 of 2, for sample Ferry Declaration format.



## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H-1. PASSENGER AND PUBLIC LIABILITY INSURANCE

a. General Prior to performance of any services hereunder, the Contractor shall, at its own expense, procure and maintain during the entire performance period of this contract, with financially and legally responsible insurance company or companies, passenger and public liability insurance in accordance with paragraph H-1b or H-1c. (Refer to Attachment 1-PWS, Appendix 3, Paragraph A3.11 entitled "Civil Aircraft Landing Permit" for insurance timeline and updating requirements.) Liability insurance purchased pursuant to the requirements of this paragraph shall cover payment to the Government, pursuant to the subrogation provision of the Medical Care Recovery Act (42 USC 2651-3) and within the liability limitations of this contract, of the cost of Government provided medical care to the extent that said insurance would cover payment to injured individuals of the cost of medical care in the absence of any Government obligation to provide medical care. The Contractor shall furnish to the Contracting Officer, Evidence of Insurance duly executed by the Insurer of the insurance required by this paragraph. The Evidence of Insurance shall substantially conform to the form set forth in paragraph H-2. To the extent that the Montreal Convention for the Unification of Certain Rules for International Carriage by Air applies, it will take precedence. If a court of competent jurisdiction determines that any transportation furnished pursuant to this contract is subject to the Warsaw Convention, 49 Stat. 3000, and that the Contractor is entitled to limit its liability under that Convention, then the minimum limit of insurance required by this clause shall be considered to be a "higher limit of liability agreed to by special contract" as contemplated by the last sentence of Article 22(1) of that Convention, and the Contractor agrees that it shall not with respect to any claim arising out of the death, wounding, or other bodily injury of a passenger, avail itself of any defense under Article 20(1) of the Convention. Nothing herein shall be deemed to affect the rights and liabilities of the Contractor with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger. See note below subparagraph H-1c(2).

b. **Split Limits Liability** The minimum limits of liability insurance coverage maintained by the Contractor, as required by 14 Code of Federal Regulations (CFR) 205, shall be as follows:

(1) Liability for bodily injury to or death of aircraft passengers: A limit for any one passenger of at least three hundred thousand dollars (\$300,000.00), and a limit for each occurrence in any one aircraft of at least an amount equal to the sum produced by multiplying three hundred thousand dollars (\$300,000.00) by the next highest whole number resulting from taking 75 percent of the total number of passenger seats installed in the aircraft.

(2) Liability for bodily injury to or death of persons (excluding passengers): A limit of at least three hundred thousand dollars (\$300,000.00) for any one person in any one occurrence, and a limit of at least twenty million dollars (\$20,000,000.00) per involved aircraft for each occurrence.

(3) Liability for loss of or damage to property: A limit of at least twenty million dollars (\$20,000,000.00) for each occurrence.

#### c. **Combined Single Limit Liability**

(1) Notwithstanding the provisions of paragraph H-1b above, the Contractor may be insured for a single limit of liability for each occurrence. In that event, coverage shall be equal to or greater than the combined required minimums set forth in paragraph H-1b, above, for bodily injury, property damage, and/or passenger liability for the type of use to which such aircraft is put, as the case may be.

(2) In the case of a single limit of liability, aircraft may be insured by a combination of primary and excess policies. Such policies shall have combined coverage equal to or greater than the required minimums set forth in paragraph H-1b, above, for bodily injury to non-passengers, property damage, and/or passenger liability for the type of use to which the aircraft is put, as the case may be.

### H-2. EVIDENCE OF INSURANCE – PASSENGER AND PUBLIC LIABILITY

(a) Prior to performance of any services hereunder, the Contractor shall provide the Government with appropriate evidence of insurance in accordance with paragraph H-1. (Refer to Attachment 1-PWS, Appendix 3, Paragraph 11.0 entitled "Civil Aircraft Landing Permits" for insurance timelines and updating requirements.) The evidence shall substantially conform to the following paragraph:

\_\_\_\_\_ (Hereinafter called the Insurer)  
Name of Insurer  
of \_\_\_\_\_  
Address of Insurer  
has issued to \_\_\_\_\_

Name of Insured Policy \_\_\_\_\_, bearing policy number \_\_\_\_\_, with respect to the legal liability of the said Insured for aircraft passenger death or bodily injury, aircraft public death or bodily injury (excluding passengers) and aircraft property damage liabilities, effective from \_\_\_\_\_ through \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Insurer)

\_\_\_\_\_  
(Current Date)

(b) The minimum limits of liability insurance coverage maintained by the Insured under the said policy are as follows\*:

(1) Liability for bodily injury to or death of aircraft passengers: A limit for any one passenger of at least three hundred thousand dollars (\$300,000.00), and a limit for each occurrence in any one aircraft of at least an amount equal to the sum produced by multiplying three hundred thousand dollars (\$300,000.00) by the next highest whole number resulting from taking 75 percent of the total number of passenger seats installed in the aircraft.

(2) Liability for bodily injury to or death of persons (excluding passengers): A limit of at least three hundred thousand dollars (\$300,000.00) for any one person in any one occurrence, and a limit of at least twenty million dollars (\$20,000,000.00) per involved aircraft for each occurrence.

(3) Liability for loss of or damage to property: A limit of at least twenty million dollars (\$20,000,000.00) for each occurrence.

(4) The Insurer further agrees that the insurance afforded under this policy covers payment to the Government, pursuant to the subrogation provision of the Medical Care Recovery Act (42 USC 2651-3), of the cost of Government provided medical care to the extent that said insurance would cover payment to injured individuals of the cost of medical care in the absence of any Government obligation to provide medical care.

The terms and conditions of the policy apply throughout the world. The following aircraft are covered by the policy identified above: \_\_\_\_\_

(List aircraft individually or "All aircraft owned and operated by the Insured")

(c) The parties recognize that the policy may exclude certain liabilities with respect to any DoD operations involving the Civil Reserve Air Fleet (CRAF) subsequent to the effective date of activation of the CRAF. The excluded liabilities will be those where a loss may be incurred during the activation of the CRAF under circumstances such that it cannot be demonstrated that the loss is either attributable to a war risk and therefore reimbursable under FAA Chapter 443, or attributable to cause other than war risk and therefore required to be covered by the Contractor's commercial insurance.

The policy contains the attached endorsement.

By \_\_\_\_\_  
(Company)

\_\_\_\_\_

(City, State)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\*In the case of a combined single limit of liability, the Insurer will be required to describe the amount or amounts of insurance coverage.

"ENDORSEMENT" (Attachment to the Evidence of Insurance)

It is agreed that, with respect only to operations of the named Insured performed under contract with the United States Transportation Command, Department of Defense (DoD), and with respect only to Aircraft Liability Insurance afforded under this policy, the following conditions shall also apply:

a. The Insurer agrees that, the insurance afforded under this policy shall not be subject to any lower limits of liability of the Warsaw Convention, 49 Stat. 3000, for the death or bodily injury of any passenger. If that convention should otherwise be deemed to be applicable to any passenger death or bodily injury liability, then to the extent stated in the preceding sentence, this insurance shall be deemed to be a higher limit of liability agreed to by special contract as contemplated by the last sentence of Article 22(1) of that convention.

b. The exclusions of the policy are deleted and the following substituted therefore:

The insurance afforded under this policy shall not apply to:

(1) Any loss against which the named Insured has other valid and collectible insurance, except that the limits of liability provided under this policy shall be in excess of the limits provided by such other valid and collectible insurance but in no event exceeding the limits of liability expressed elsewhere in this policy.

(2) Any loss arising from the ownership, maintenance or use of any type of aircraft not declared to the Insurer in accordance with the terms and conditions of this policy.

(3) Liability assumed by the Insured under any contract or agreement except as stated in this contract with respect to limitations of the Warsaw Convention.

(4) Bodily injury, sickness, disease, mental anguish or death of any employee of the Insured while engaged in the duties of his employment, or any obligation for which the Insured or any company as his Insurer may be held liable under any Workman's Compensation or occupational disease law.

(5) Damage to or destruction of property owned, rented, occupied, or used by, or in the care, custody or control of the Insured, or carried in or on any aircraft with respect to which the insurance afforded by this policy applies.

(6) Personal injuries or death or damage to or destruction of property, caused directly or indirectly, by hostile or warlike actions, including action in hindering, combating or defending against an actual, impending or expected attack by any Government or sovereign power, de jure or de facto, or military, naval or air forces; the discharge, explosion, or use of any weapon of war employing atomic fission, or atomic fusion, or radioactive materials; insurrection, rebellion, revolution, civil war or usurped power, including any action in hindering, combating or defending against such an occurrence, or confiscation by any Government or public authority.

c. The Insurer hereby waives any right of subrogation it may have against the United States of America, by reason of any payment under the aforesaid policy of insurance, with respect to loss caused to transportation services by acts of the United States of America or any agency thereof, which acts are in conjunction with the performance by the named Insured of any services under said contract.

d. In the event the Insurer elects to cancel the insurance afforded under this policy, the Insurer hereby agrees that such cancellation shall not be effective unless written notice thereof shall be sent by the Insurer by registered mail not less than 30 days in advance of such cancellation, direct to the United States Transportation Command, 508 Scott Dr., Building 1900W, Scott Air Force Base, Illinois 62225-5357, Attention: TCAQ-CP, and in the event the named

Insured requests such cancellation, the Insurer agrees to notify, by registered mail, the above stated activity immediately upon receipt of such request.

e. Anything in the policy to the contrary notwithstanding, the aircraft may be operated by pilots authorized by the named Insured.

f. Violations of regulations prescribed by the Federal Aviation Administration (FAA) shall not prejudice the insurance afforded by this policy.

g. No special waiver issued by the FAA shall affect the insurance afforded hereunder.

h. Any exclusions, conditions, or other provisions of this endorsement, which have the effect of restricting or nullifying the coverage already granted by this policy in the absence of this endorsement, shall not apply.

Endorsement to Policy No: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Countersigned: \_\_\_\_\_ (Date)

Company \_\_\_\_\_

**H-3. CONTRACTOR ACQUIRED INSURANCE**

a. The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance in addition to the insurance required by paragraph H-1 (Refer to Attachment 1-PWS, Appendix 3, Paragraph A3.11 entitled "Civil Aircraft Landing Permit" for insurance timeline and updating requirements.):

TYPE	AMOUNT
<u>Automobile</u>	
Bodily Injury Liability	\$200,000 per person
	\$500,000 per occurrence
Property Damage Liability	\$20,000 per occurrence
<u>Comprehensive General Liability</u>	
Bodily Injury Liability	\$500,000 per occurrence
<u>Workmen's Compensation and Employers Liability</u>	
Workman's Comp & Occupational Disease	Statutory
Employer's Liability	\$100,000

b. The Contractor shall comply with the requirements of contract clause "Insurance - Work on a Government Installation" concerning notice to the Contracting Officer.

**H-4. REQUIREMENT FOR INDEMNIFICATION APPROVAL – INTERNATIONAL**

Notwithstanding the inclusion of FAR 52.250-1 and the clause entitled Definition of Unusually Hazardous Risk in

Section I, indemnification will apply to performance under this contract only after Under Secretary of Defense for Acquisition, Technology and Logistics approval and after the Contractor is notified by the CO that the Commander USTRANSCOM is implementing indemnification for a specific mission or missions.

#### **H-5. CHAPTER 443 NON-PREMIUM WAR RISK HULL AND LIABILITY INSURANCE-INTERNATIONAL**

The Contractor shall apply for Chapter 443 Non-Premium Aviation Insurance from the FAA, register all aircraft committed to CRAF as listed in Appendix 3A, and supply the FAA with a complete copy of its current Hull and Comprehensive Liability commercial insurance policies. The Contractor shall promptly notify the FAA of any tail number additions, removals, and/or changes in the aircraft committed to CRAF to ensure that the Contractor is covered by Chapter 443 Non-Premium Aviation Insurance without delay while operating missions under Solicitation HTC711-14-R-C002, to which Non-Premium 443 applies or in the event of CRAF activation.

#### **H-6. RESPONSIBILITY FOR GOVERNMENT CARGO**

a. Property (hereinafter referenced in this paragraph as Government cargo) placed in Contractor's possession for the sole purpose of air transportation shall not be deemed to be Government Property within the meaning of the Government Property Clause. Government cargo, within the meaning of this paragraph, does not include passenger baggage.

b. The Government hereby relieves the Contractor of liability for loss of, or damage to, any and all Government cargo transported by the Contractor in performance of this contract, except such loss, destruction and damage resulting from the willful misconduct or lack of good faith of any of the Contractor's managerial personnel, as defined in the contract clause entitled "Government Property," and except as outlined in Section C of the PWS, Section 1, paragraphs 1.3.11. and 1.3.11.1 :

c. To the extent insurance required by paragraph (H-1(b)(3)) or the appropriate portion of paragraph H-1c (if Combined Single Limit Liability is used), is not required for payment of third parties, the Contractor is required to use the balance of said insurance to reimburse the Government for cargo loss, damage, or destruction thereto.

#### **H-7. COLLECTIVE BARGAINING UNITS**

a. The Contractor agrees to advise the applicable Collective Bargaining Units of the contract requirements set forth in PWS, paragraphs 4.0.1 and 4.1 and Appendix 5, paragraph 3.5.

b. The Contractor agrees to provide the CO, upon request, a copy of any Collective Bargaining Agreement (CBA) applicable to employees performing on this contract.

#### **H-8. LEGAL DOCUMENTS**

The Contractor shall submit, simultaneously with its transfer to the Department of Transportation (DOT), one copy to USTRANSCOM/TCAQ-C and one copy to USTRANSCOM/JA of each application, pleading, or other document submitted to said Agency by the Contractor or by any organization of which the Contractor is a member, which application, pleading, or other document pertains, directly or indirectly, to this or any other contract for air transportation to which USTRANSCOM is a party or is expected to be a party. Included among such pleadings as any pertaining to the leasing of any aircraft listed in Appendix 3A.

#### **H-9. SUBMISSION OF COST OR PRICING DATA – INTERNATIONAL**

To allow USTRANSCOM to conduct the ratemaking process, Contractors are required under this contract to submit cost or pricing data information necessary to establish and negotiate the uniform rate. Contractors are required to submit cost and pricing data NLT 60 days after requested by USTRANSCOM/TCAQ-P. Contractors are required to submit complete copies of leases if requested by TCAQ-P. Refer to the FY13-17 Memorandum of Understanding to obtain the current threshold for the requirement to submit cost and pricing data for ratemaking under this contract. Requirements for submission of accurate and auditable cost and pricing data are addressed in FAR 15.403-4, entitled "Requiring Cost or Pricing Data (10 U.S.C. 2306a and 41 U.S.C. 254b)." Failure to provide cost and pricing data for use in ratemaking within the time specified by USTRANSCOM/TCAQ-P will result in a breach of this contract requirement and a reduction of such offerors' entitlement for the purpose of awarding business in the forecast year. Mobilization point entitlement in the CRAF contract may be reduced at a rate of one percentage point per day late, up to a maximum reduction of 30 percent, as a result of the late submission of the required cost and pricing data. Failure to submit the required cost and pricing data and the certification of that data by the final cutoff dates for inclusion in the uniform rate, as established by USTRANSCOM, may result in ineligibility for award of an FY16 CRAF International contract.

#### **H-10. CRAF ACTIVATION ACCOUNTING**

Separate accounting of costs during CRAF activation shall be maintained where Contractors anticipate extra contractual cost occurrences. The Contractor should maintain separate accounts, by job order or other suitable accounting procedures, of all incurred direct costs (less allocable credits) allocable to CRAF activation. If established, such accounts shall be maintained for three (3) years after final payment under this contract.

#### **H-11. PROVISIONAL PAYMENT OF EQUITABLE ADJUSTMENTS**

The Contractor may submit requests for equitable adjustment for costs incurred outside the USTRANSCOM negotiated uniform rate during CRAF activation in accordance with the terms and conditions of this contract. The equitable adjustment request may include a request for provisional payment against the amount requested. The ACO will review such requests and may approve a provisional payment against such requests for reasonable costs incurred outside the Negotiated Uniform Rate. The provisional payment amount shall be determined by the ACO but under no circumstances will payment be approved for any costs that the ACO does not believe are reasonable, allocable to this contract and incurred as a result of the contract. Any payment made under this clause shall be deducted from the final equitable adjustment settlement. If the provisional payments exceed the final equitable adjustment settlement, the Contractor shall refund the amount of the overpayment to the Government on demand, plus interest at the current US. Treasury rate, in accordance with FAR 32.608-1.

#### **H-12. INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. - REPUBLIC OF KOREA (ROK)**

Invited Contractor (IC) or Technical Representative (TR) status shall be governed by the U.S. – ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the "publications" tab on the US Forces Korea homepage <http://www.usfk.mil/USFK>

(a) Definitions. As used in this clause---

"U.S. – ROK Status of Forces Agreement (SOFA)," means the Mutual Defense Treaty between the Republic of Korea and The United States of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended.

"Combatant Commander," means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

“United States Forces Korea (USFK),” means the subordinated unified command through which U.S. forces would be sent to the Combined Forces Command fighting components.

“Commander, United States Forces Korea (COMUSK),” means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

“USFK, Assistant Chief of Staff, Acquisition Management (USFK/FKAQ),” means the principal staff office to USFK for all acquisition matters and administrator of the U.S. –ROK SOFA as applied to U.S. and Third Country Contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

“Responsible Officer (RO),” means a senior DoD employee (such as military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

(c) The CO will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate Contractor status under the SOFA and notify the CO of that determination.

(d) Subject to the above determination, the Contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The Contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The Contractor’s direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited Contractors and technical representatives, including Contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited Contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for Contractor air crews flying Air Mobility Command missions, all U.S. Contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the

geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

- (1) Completion or termination of the contract.
- (2) Determination that the Contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.
- (3) Determination that the Contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(1) It is agreed that the withdrawal of invited Contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the Contractor in the performance of the contract and will not justify or excuse the Contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section I, paragraph 6 shall not serve as a basis for the Contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(l) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(m) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S. Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable --

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, prostitution and human trafficking and curfew restrictions (i.e. "off-limits").



(n) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All Contractor employees/dependents must have either a Korean driver's license or a valid international driver's license to legally drive on Korean roads, and must have a USFK driver's license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean driver's license or valid international driver's license then obtain a USFK driver's license.

(o) Evacuation.

(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) Non-combatant Evacuation Operations (NEO).

(i) The Contractor shall designate a representative to provide Contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six (6) months, non emergency essential Contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(p) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(q) Mortuary affairs. Mortuary affairs for Contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(r) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

### **H-13. EXEMPTION FROM THE AIR PASSENGER DUTY IN THE UNITED KINGDOM**

The Contractor shall request relief from Her Majesty's Air Passenger Duty for all passenger travel performed within the United Kingdom under the terms of this contract. Said request shall be forwarded to Head Office Control Team, HM Customs and Excise, Cambridge Excise, Lockton House, Clarendon Road, Cambridge, CB2 2BH, and shall include reference to the following:

This relief is in accordance with arrangements and agreements between the appropriate U.S. Government authority and HM customs and Excise (reference RDM 513/539/01). All U.S. Government personnel traveling under the authority of this contract are traveling for official purposes and the travel is reimbursed from official funds of the U.S. Government.

Specific reference is made to this contract.

Failure to apply for said relief shall not be basis for a claim for equitable adjustment.

#### **H-14. DEFICIT TRAFFIC – INTERNATIONAL**

a. This term applies to a situation where the Contractor's aircraft departed but the full amount of traffic within the guaranteed ACL could not be transported on the flight involved due to reasons caused by the Contractor. The deficit shall be charged from the station where it is incurred through to the first Government scheduled traffic stop where the deficit is corrected and the Government may utilize the space. The Contractor shall be paid at the USTRANSCOM negotiated uniform price for that portion of the trip, if any, over which he transported said traffic, less a seat mile or ton mile reduction caused by the deficit. The Contractor shall not bill for the dollar value of the deficit traffic, and the Government's guarantee with respect to that mission is reduced accordingly. Deficit traffic moved by a Contractor on any subsequent flight will be considered as newly generated traffic.

b. Below is an example of a deficit traffic calculation. The rates are approximations, not the current negotiated uniform rate. Actual deficit reduction will be based on actual uniform rates for the appropriate period of performance.

ROUTE: KNKT-(PANC)-(RJTY)-RODN-(RJTY)-(PANC)-KNKT

MILES: 16,020

RATE: \$.14 (round-trip passenger rate per seat mile)

ACL: 190 seats

Situation: Two seats were unavailable for use from Kadena AB (RODN) to Cherry Point MCAS (KNKT). The two-seat deficit is calculated as follows:

8010 miles (RODN-(RJTY)-(PANC)-KNKT); multiplied by \$.14 per seat mile (RATE); multiplied by two seats (number of seats not available for AMC use) = \$2,242.80 Total Deficit.

#### **H-15. BUMPING PASSENGERS ON NON-STOP SERVICE – INTERNATIONAL**

a. The Contractor shall provide non-stop service as specified on Section B line items. In the event the ACL must be reduced, for either controllable or uncontrollable reasons to provide non-stop service, the Contractor shall move space-required bumped passengers on the next available scheduled service flight. In addition, Space-A passengers already in transit from a previous station and have not reached their final manifested destination will be moved on the next scheduled service flight. The bumped passengers become the sole responsibility of the carrier until moved, to include but not limited to, meals, lodging and transportation to and from lodging. In addition, if deemed appropriate by the ACO, the contracted price will be discounted by the percentage of bumped passengers. The discount will be computed by dividing the bumped passenger count by the contracted ACL. That percentage will be applied to the price for the portion of the flight not flown with the contracted ACL.

b. For example: An MD-11 is contracted for 360 passengers to fly Seattle-Osan-Kunsan-Osan-Seattle. The contract price for the Seattle-Osan leg (5614 miles) is \$145,959.51. The carrier cannot fly non-stop from Seattle to Osan without bumping 18 passengers to reduce the weight.  $18 \div 360 = 5\%$ .  $\$145,959.51 \times 5\% = \$7,297.98$ . The total trip price of \$291,919.02 will be reduced by \$7,297.98 for a paid total of \$284,621.04.

c. The Government may invoke remedies which are set forth in this paragraph which will neither constitute a termination within the meaning of "FAR 52.249-2, Termination for Convenience of the Government (Fixed-Price)," nor in any way, diminish the Government's rights under the Clause entitled "Default." The rights and remedies of the Government provided for in this paragraph are not exclusive and do not give rise to Government liability for costs incurred and are in addition to any other Government rights and remedies provided for by law or by this contract.

#### **H-16. TRIP CANCELLATION – INTERNATIONAL**

a. **General:** The CO may unilaterally cancel an occasional mission, provided notification is given to the Contractor. Any verbal notification will be confirmed in writing. Large-scale cancellations or long term reduction of requirements will not normally be covered by this paragraph. Any reference to days in this clause means a continuous 24-hour period. All "days" in this clause refer to "calendar days."

(1) A cancellation charge will be paid on missions where a schedule has been accepted and is subsequently canceled with notification given within the time frames outlined in Appendix A of the Rates and Rules. The cancellation charge will be applied to the trip price for the route segment only (ferry, stop charges, Eurocontrol surcharge or any other additional charges will not be included). Cancellation charges will not apply to missions terminated or canceled due to weather situations or threat of hostilities beyond the control of the Contractor or the Government.

(2) Missions awarded less than 14 days prior to the operating date and subsequently canceled will be paid the cancellation charge identified in the Rates and Rules.

(3) Missions awarded less than 5 days prior to the operating date and subsequently canceled will not be paid a percentage cancellation charge. The Contractor shall submit actual incurred mission costs for reimbursement consideration.

(4) Contractor may elect to accept replacement missions in lieu of a cancellation charge.

b. No Cost Cancellations

(1) The Government will accrue one no-cost cancellation per quarter (beginning Jan, Apr, and Jul) from all Contractors (in the event of a teaming arrangement, each individual member of the team) who have operated 20 or more missions during the previous quarter (Oct will be based on missions from the previous contract). These no-cost cancellations may be applied to either fixed or expansion buys.

(2) No-cost cancellations may be used by the Government in lieu of paying a cancellation charge for missions canceled with at least 7 days notice and can be used at any time during the contract periods. If a mission is canceled with less than 7 days notice, the application of a no-cost cancellation is subject to mutual agreement.

(3) No-cost cancellations will not be carried over from the current contract to the next contract.

## **H-17. ALLOCATION AND ORDERING OF EXPANSION AIRLIFT – INTERNATIONAL**

a. Expansion requirements will be awarded, based on entitlement, to the Contractor who has submitted an acceptable offer in response to the Government's request for offers. Expansion entitlement will be calculated in the same manner as entitlement for the fixed (Section M, paragraph M-4), peacetime airlift award and as described in paragraph H-17b. Factors used to determine the acceptability of an offer include timeliness of submission, type and weight capacity of aircraft offered, date of availability, total cost of offer and Contractor reliability and violation status. When two or more members of a Teaming Arrangement (TA) make acceptable offers for the same expansion requirement, the TA agent will determine which Contractor will perform the mission.

b. Awards will take into consideration factors serving the best interests of the Government and the Commander's intent and the National Defense Authorization Act's (NDAA) direction to utilize modern, fuel efficient aircraft to the maximum extent possible. Awards for expansion business will be allocated monthly based on entitlement calculated by dividing each Contractor's mobilization value (MV) points by the total points of all entitled Contractors offering in a category. Each Contractor must have aircraft committed to CRAF in each category it seeks to receive entitlement/business. For example, if a Contractor seeks entitlement in Large Passenger, it must have aircraft committed to CRAF in that category. New Contractors committing aircraft to the CRAF after the closing of the Request for Proposal (RFP) may offer as an individual Contractor, as a new TA or as an addition to an existing TA. A Contractor who submits an offer after RFP closing and is awarded a contract is considered a non-entitled Contractor until such time as the next recalculation of MVP is completed. Prior to recalculation, the Contractor will be considered for expansion business only if no acceptable offers are received from entitled

Contractors. If more than one non-entitled Contractor offers on an expansion requirement, award will be made to the Contractor who has committed the most aircraft in wide body equivalents to the CRAF. Recalculated entitlement percentages shall be utilized for expansion awards only. The CO will attempt to make awards commensurate to every Contractor's entitlement each month. Entitlement not received in one month may be carried forward one additional month in order to meet carrier or team entitlement percentage. The Government is not obligated to ensure individual Contractors meet or exceed their entitlement.

c. Task Orders. The Government will request and the Contractors shall submit offers for expansion airlift electronically, telephonically, or by fax. An offer submitted by a Contractor is considered a firm offer that, when accepted by the Government, becomes binding. Notification to submit a schedule serves as Government acceptance of the Contractor's offer. Task orders shall set forth (1) the services being ordered, (2) performance date, (3) price, (4) fund cite, and (5) any other pertinent information. An executed copy of each task order will be provided to the Contractor.

d. One Way Cargo Rate: Will be paid in accordance with the Rates and Rules.

#### **H-18. AWARDING EXPANSION AIRLIFT FOR OUTSIZED CARGO SERVICE OR SERVICE INTO RESTRICTED AREAS OR REMOTE LOCATIONS**

a. The Government may have requirements for outsized cargo services (as described in Attachment 1- PWS, Section 1, paragraphs 1.3.17. and 1.3.18) or service into areas where the operations of US-certificated carriers are restricted. These requirements include airlift services not currently available directly from U.S. certificated Contractors due to the absence of U.S. certificated aircraft with the requisite capacity. With the express approval of the contracting officer, the Contractor may perform these services by subcontracting to a foreign Contractor. The foreign Contractor must be DoD-approved pursuant to 32 CFR 861 prior to contract award (paragraph L-9(b)(11)). Any CRAF carrier sponsoring a foreign air carrier to provide air transportation services for the DoD, must first audit that carrier to a standard equivalent to the FAA code share program. Audit results will be provided to the Commercial Airlift Division of HQ AMC for review prior to beginning the DoD air carrier survey process.

b. The process for award of expansion airlift for outsized cargo and/or service into restricted areas or remote locations will be as follows:

(1) Requirements will be competed on a mission-by-mission basis at the time specific routes and dates become available. Interested Contractors will propose specific type(s) of aircraft specified for the mission, and an all inclusive trip price. Reference paragraph B-3i. Mission need dates are stated on the requirements. However, alternate dates of operation may be considered. Award will be made on a best value basis among offers that meet mission requirements. The determination of whether an offer meets mission requirements will be based upon the type and weight capacity of the aircraft offered and date of availability. Factors used to determine best value include schedule, price, Contractor reliability, and violation status. Schedule is considered approximately equal to price, and schedule and price are significantly more important than the other factors, which are of equal value. The Government intends to award, where possible, to offers made within the stated mission need dates, but reserves the right to award on alternate dates if it is determined that such an award represents the best value to the Government, schedule and price and other factors considered. Any proposed alternate mission dates falling outside the solicited mission dates will be considered only if acceptable to the Government; in such a case, the CO will provide other offerors the opportunity to propose against the alternate mission dates. The Government reserves the right to split requirements among offerors after receipt of offers if advantageous to the Government.

(2) If only one offer is received, award will be subject to the CO's determination of whether the price is fair and reasonable.

c. The process for award of expansion airlift for service into areas when the operations of U.S. certificated carriers are restricted, will be as follows:

(1) Contractor agrees to perform service into the following locations (additional locations may be added as required):

- a. OAKN – Kandahar (Cargo only)
- b. OAZI – Camp Bastion (Cargo only)

Specific missions may be requested on a daily basis. Reference paragraph B-3i.

(2) Award of the mission will be made IAW the process outlined in para H-18(b)(1). Factors other than lowest total trip price used to determine the acceptability of an offer include timeliness of submission, type and weight capacity of aircraft offered, Contractor reliability and violation status, and date of availability.

(3) If only one offer is received, the price will be determined fair and reasonable prior to award.

d. Task Orders: The Government will request and Contractors shall submit offers for requirements under this section electronically, telephonically, or by fax. An offer submitted by a Contractor is considered a firm offer that, when accepted by the Government, becomes binding. Notification to submit a schedule serves as Government acceptance of the Contractor's offer. Task orders shall set forth (1) the services being ordered, (2) performance date, (3) price, (4) fund cite, and (5) any other pertinent information. An executed copy of each task order will be provided to the Contractor. Reference paragraph G-2a.

e. Terms and conditions of this contract that will not apply to outsized cargo service or service into restricted areas or remote locations are:

- (1) Entitlement
- (2) USTRANSCOM Negotiated Uniform Rates and Rules.
- (3) Reimbursables listed in SLINs 0001AA and 0001AB.
- (4) Paragraph G-4c concerning ferry certification.
- (5) Cancellation fees as defined in paragraph H-16, Trip Cancellation.

f. Remote Locations: For a mission flying into a remote location where ground handling equipment is not available, the mission may be analyzed to compare the cost of a U.S. Flag carrier landing at another nearby airfield which has ground handling equipment and trucking the cargo to the remote location or purchasing an aircraft equipped with a crane and/or mechanized loading system (i.e. AN-124) and flying directly into the remote location.

## **H-19. CONTRACTS TO BE PERFORMED IN JAPAN**

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

## **H-20. SOFA ARTICLE XIV STATUS**

(a) Awardee may apply for Article XIV status under the United States – Japan Status of Forces Agreement (SOFA). Persons, including corporations organized under the laws of the United States, and their employees who are ordinarily resident in the United States and whose presence in Japan is solely for the purpose of executing contracts

with the United States for the benefit of the United States armed forces may acquire privileged status under SOFA Article XIV. Such Contractors and Contractor employees are eligible for agency privileges and benefits under the SOFA but otherwise remain subject to the laws and regulations of Japan. Neither SOFA Article XIV nor SOFA Article I(b) status and privileges extend to dependents of SOFA Article XIV Contractors or Contractor employees.

(b) Procedures

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

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

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

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

(3) The Contracting Officer shall make the initial determination whether the Contractor qualifies for SOFA Article XIV status. Upon a determination of qualification, the Contracting Officer shall forward a request for designation to Commander, U.S. Forces Japan, ATTN: USFJ/J5, Unit 5068, APO AP 96328. The request shall include the items requested in subparagraph H-20(b)(2), a full explanation of the necessity of using a United States Contractor consistent with DFARS PGI 225.74, and relevant documentation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **H-21. SOFA ARTICLE I(b) STATUS**

(a) SOFA Article I(b) status. Individuals including, but not limited to, technical advisors, consultants, entertainers serving under contracts with the United States for the provision of services in support of U.S. armed forces in Japan, and whose presence is required in Japan to provide such services, may acquire SOFA status in Japan as part of the civilian component under Article I(b) of the SOFA. To qualify for SOFA status under SOFA Article I(b), such individuals must be:

(1) United States nationals,

(2) not ordinarily resident in Japan,

(3) present in Japan at the invitation of, and solely for the purpose of executing contracts with, the United States for the benefit of the United States armed forces, and

(4) not Contractors or employees of a Contractor whose presence in Japan is solely for the purpose of executing contracts within the definition of SOFA Article XIV.

(b) SOFA Article I(b) procedures. Contractor personnel must obtain a Letter of Identification from Contracting Officer to authorize entry into Japan under SOFA Article I(b) and to identify which Article I(b) privileges and benefits will be provided to each employee/dependent. Contractor shall, in writing, identify all Contractor personnel and accompanying dependents eligible for SOFA Article I(b) status to the Contracting Officer.

(c) SOFA Article 1(b) privileges and benefits. Persons granted authority to enter Japan under SOFA Article I(b) and their dependents (defined as spouse, children under 21, and, if dependent for over half their support upon an individual having SOFA Article I(b) status, parents and children over 21) shall be accorded the following benefits of the SOFA. These privileges are personal to the employee/dependent and to not inure to the employer. The employer must be legally present in Japan and authorized to perform the contractual duties in accordance with Japanese law.

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

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

(3) Acceptance as valid by Japan, without a driving test or fee, a U.S. Forces, Japan Operator's Permit for Civilian Vehicle as provided for in SOFA Article X. Issuance of such permit shall be subject to applicable military regulation;

(4) Exemption from customs duties and other such charges on materials, supplies, and equipment which are to be incorporated into articles or facilities used by the United States armed forces furniture, household goods for private use imported by person when they first arrive to work in Japan, vehicles and parts imported for private use, and reasonable quantities of clothing and household goods for everyday private use which are mailed into Japan through United States military post offices as provided for in SOFA Article XI, paragraphs 2 and 3;

(5) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment as provided for in SOFA Article XII, paragraph 7, except that such exemption shall not apply to the employment of local nationals in Japan;

(6) Exemption from Japanese taxes to the Government of Japan or to any other taxing agency in Japan on income received as a result of their service with the United States armed forces as provided for in SOFA Article XIII. The provisions of Article XIII do not exempt such persons from payment of Japanese taxes on income derived from Japanese sources;

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

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

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

(10) Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan.

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

## **H-22. LOGISTIC SUPPORT IN JAPAN**



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

- (a) Navy, Base or Post Exchange, including exchange service stations, theaters, and commissary (Article I(b) personnel/dependents and Article XIV personnel only);
- (b) Laundry and dry cleaning on a fee for service basis;
- (c) Military banking facilities (Article I(b) personnel/dependents and Article XIV personnel only);
- (d) Transient billeting facilities on a reimbursable basis;
- (e) Open mess (club) membership, as determined by each respective club (Article I(b) personnel/dependents and Article XIV personnel only);
- (f) Casualty assistance (mortuary services) on a reimbursable basis;
- (g) Routine medical care on a reimbursable basis for U.S. citizens and emergency medical care on a reimbursable basis for non-U.S. citizens;
- (h) Dental care (limited to relief of emergencies) on a reimbursable basis;
- (i) Department of Defense Dependent Schools on a space-available and tuition-paying basis;
- (j) Postal support, as authorized by military postal regulations (Article I(b) personnel/dependents and Article XIV personnel only);
- (k) Local recreation services on a space-available basis;
- (l) Issuance of U.S. Forces, Japan Operator's Permit (Article I(b) personnel/dependents and Article XIV personnel only);
- (m) Issuance of vehicle license plates (Article I(b) personnel/dependents and Article XIV personnel only).

#### **H-23. PROPOSAL (COST PACKAGE) PREPARATION USING THE UNIFORM SYSTEM OF ACCOUNTS**

The Contractor shall prepare the proposal for the contract and modifications thereto using accounting practices that:

- (i) Comply with pronouncements of the Uniform System of Accounts (USAR) reported to Department of Transportation (DOT) IAW 14 Code of Federal Regulations (CFR) 241; USTRANSCOM ratemaking procedures contained in carrier cost package instructions; and USTRANSCOM Roundtrip (S1)/One-way (S2) monthly mileage fuel reports and
- (ii) Are consistent with the Contractor's written and established practices for measuring, assigning and allocating costs.

#### **H-24. ASSURED BUSINESS**

Department of Defense (DoD) CRAF Assured Business Authority as Described in the FY2009 National Defense Authorization Act (NDAA): Awards for assured business will be allocated based on entitlement calculated by dividing each Contractor's mobilization value (MV) points by the total points of all entitled

Contractors offering in the passenger and cargo category. Included in the Assured Business guarantee is the total FY15 fixed buy award per contract.

#### **H-25. REIMBURSABLE SUBMISSION**

Requests for reimbursables under SLINs 0001AA and 0001AB will be rounded to the nearest whole dollar and submitted to the contracting officer for review and approval as stated below. All requests shall be direct costs excluding any indirect charges such as G&A and profit.

- a. Transportation Tax; Head Tax; Custom Charges will be requested through Wide Area Work Flow based on actual charges as outlined in 19 USC 58c; Immigration Charges as outlined in 8 USC 1356(d); Animal and Plant Health Inspection Service Fee as outlined in 7 CFR Part 354 (passenger fee only), and Federal Inspection Station Fee. Review and approval by the contracting officer will be based on Government acceptance of actual passenger head counts as verified in GDSS.
- b. Demurrage will be paid on completed cargo missions when departure is delayed over 3 hours beyond scheduled block time and the delay is Government controlled (See paragraph F-4). Evaluation of request will be determined based on Contractor submitted and Government validation of actual mission details and circumstances as documented in GDSS and COR reports. Payment of delays of fractions of an hour will be calculated using normal rounding procedures, i.e., 29 minutes or less will be dropped, 30 minutes or more will be rounded to the next whole hour. Payment will be made in accordance with the Rates and Rules.
- c. Other costs (i.e. extraordinary insurance cost, excess baggage, Government directed care of passengers during non-controllable delays, etc.) may be allowed as reimbursable, if determined appropriate and authorized by the Contracting Officer prior to the Contractor incurring the cost. Actual costs shall be submitted to the contracting officer for determination as allocable, allowable and reasonable IAW FAR Part 31.
- d. Reliability Award Amount: Contractors that meet or exceed a 98% schedule reliability rate based upon a rolling four-month period will be entitled to a one percent (1%) award amount based on previous month's performance/revenues.
- e. Fuel adjustments made under CLIN 0001AB will be submitted and approved in accordance with Attachment 1-PWS, Appendix 3, paragraph A3.13 and TRANSFARS Clause 5552.216-9001, Economic Price Adjustment Based on Actual Cost of Fuel – Airlift (Feb 2009) Alt. II (Feb 2009).
- f. In the event of (1) Domestic CRAF Activation or (2) a canceled Domestic CRAF scheduled flight after the Contractor's aircraft has departed to position or has already positioned for a scheduled flight when notice of cancellation is given, the Government will pay the Contractor the positioning/depositioning cost as indicated under CLIN 0001AD. Certification showing positioning and depositioning distances and locations shall accompany the Contractor's invoices.

#### **H-26. AWARDED DOOR TO DOOR AIRLIFT SERVICE**

a. The Government may have requirements for charter door to door, port to door, or door to port services. These requirements may include trucking, storage, packing, palletization, or additional services as described.

b. The process for award of door to door airlift services will be as follows:

(1) Requirements will be competed on a mission-by-mission basis as the time specific routes and dates become available. When applicable, specific Government requirements will be presented at the time of solicitation with regards to ITV, prime vendor/carrier agreements, liability terms, or additional handling requirements. Interested Contractors will propose specific type(s) of aircraft for the mission, and an all inclusive price. The air portion of the requirement will be evaluated and paid at the uniform rate for the miles between the specified or

proposed APOE/APOD. This calculated price for the air portion will be included in the overall evaluated price. Mission need dates will be stated on each requirement. However, alternate dates of operation may be considered.

Award will be based on entitlement to the Contractor who has submitted an acceptable offer in response to the Government's request for offers. Door to Door entitlement will be calculated in the same manner as entitlement for the fixed (Section M, paragraph M-4), peacetime airlift award and as described in paragraph H-17b. Factors used to determine the acceptability of an offer include timeliness of submission, type and weight capacity of aircraft offered, date of availability, total cost of offer and Contractor reliability and violation status. When two or more members of a Teaming Arrangement (TA) make acceptable offers for the same expansion requirement, the TA agent will determine which Contractor will perform the mission.

The Government intends to award, where possible, to offers made within the stated mission need dates, but reserves the right to award on alternate dates if it is determined that such an award is in the best interest of the Government. Any proposed alternate mission dates falling outside the solicited mission dates will be considered only if acceptable to the Government; in such a case, the Contracting Officer will provide other offerors the opportunity to propose against the alternate mission dates. The Government reserves the right to split requirements among offerors after receipt of offers, if advantageous to the Government.

(2) If only one offer is received, award will be subject to the contracting officer's determination of whether the price is fair and reasonable.

(3) If only one offer is received, the price must be determined fair and reasonable by the contracting officer prior to award.

d. Task Orders. The Government will request Contractors to submit offers for door to door services electronically, telephonically, or by fax. An offer submitted by a Contractor is considered a firm offer that, when accepted by the Government, becomes binding. Issuance of a task order (DD Form 1155) serves as Government acceptance of the Contractor's offer. Task orders shall set forth (1) the services being ordered, (2) performance date, (3) price, (4) fund cite, and (5) any other pertinent information. An executed copy of each task order will be provided to the Contractor.

e. Liability for Lost or Damaged Cargo- The contractor is required to deliver cargo to final destination in the same condition it was tendered by the shipper. For all shipments, the contractor is liable for lost or damaged cargo up to the value specified within each requirement. The individual task order will specify the additional liability value which obligates the contractor to be liable for damage and loss up to the amount stated. Reference section H-6 is NOT applicable to door to door services.

f. Terms and conditions of this contract that WILL apply to door to door airlift service missions are:

- (1) Entitlement
- (2) USTRANSCOM Negotiated Uniform Rates and Rules.
- (3) Reimbursables listed in SLINs 0001AA and 0001AB.
- (4) Paragraph G-4c concerning ferry certification.
- (5) Cancellation fees as defined in paragraph H-16, Trip Cancellation.
- (6) Reliability.
- (7) Fuel adjustments

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I-1. 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 addressed electronically at: <http://farsite.hill.af.mil/>.

<u>NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2013
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.210-1	MARKET RESEARCH	APR 2011
52.215-2	AUDIT AND RECORDS - NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	AUG 2011
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 2010
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2014
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-O0014)	AUG 2013
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN -- ALT II	OCT 2001
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN	JAN 1999
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999

52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	JUL 2014
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUL 2014
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-41	SERVICE CONTRACT LABOR STANDARDS	MAY 2014
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG 2013
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAR 2008
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN 2000
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-6	ROYALTY INFORMATION	APR 1984
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS	FEB 2013
52.232-4	PAYMENTS UNDER TRANSPORTATION CONTRACTS AND TRANSPORTATION-RELATED SERVICES CONTRACTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-23	ASSIGNMENT OF CLAIMS -- ALTERNATE I	APR 1984
52.232-25	PROMPT PAYMENT Subparagraph (a).(3)(iv)is changed to read: Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed. (Note: For certain CLINS, as specified, in the contract, the Contractor shall round invoiced amounts to the nearest whole dollar amount).	JUL 2013
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER -- SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.233-1	DISPUTES	MAY 2014
52.233-1	DISPUTES -- ALTERNATE I	DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED-PRICE	AUG 1987

52.243-1	CHANGES--FIXED-PRICE -- ALTERNATE IV	APR 1984
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL 2014
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.245-9	USE AND CHARGES	APR 2012
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.247-5	FAMILIARIZATION WITH CONDITIONS	APR 1984
52.247-12	SUPERVISION, LABOR, OR MATERIALS	APR 1984
52.247-21	CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE	APR 1984
52.247-27	CONTRACT NOT AFFECTED BY ORAL AGREEMENT	APR 1984
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.248-1	VALUE ENGINEERING	OCT 2010
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 2012
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE), ALT I	APR 1984
252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 1991
252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP 2011
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC 2008
252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP 2013
252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC 2012
252.204-7000	DISCLOSURE OF INFORMATION	AUG 2013
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR 1992
252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	FEB 2014
252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV 2001
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC 1991
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR 2014
252.215-7000	PRICING ADJUSTMENTS	DEC 2012
252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC 2012
252.216-7004	AWARD FEE REDUCTION OR DENIAL FOR JEOPARDIZING THE HEALTH OR SAFETY OF GOVERNMENT PERSONNEL	SEP 2011
252.216-7005	AWARD FEE	FEB 2011
252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	AUG 2012
252.222-7000	RESTRICTIONS ON EMPLOYMENT OF PERSONNEL The blank in Para (a), line 2 is completed as follows: <u>HAWAII/ALASKA</u>	MAR 2000
252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC 2010
252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY 1994
252.223-7003	CHANGE IN PLACE OF PERFORMANCE-- AMMUNITIONS AND EXPLOSIVES	DEC 1991
252.223-7004	DRUG-FREE WORK FORCE	SEP 1988
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR 2012
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN 2005
252.225-7042	AUTHORIZATION TO PERFORM	APR 2003
252.225-7043	ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES The blank in paragraph (d) is completed as follows: <u>USTRANSCOM/TCJ3-FP</u> <u>Commercial: (618) 229-7711</u>	MAR 2006
252.225-7993	PROHIBITION ON CONTRACTING WITH THE ENEMY	FEB 2014

	(DEVIATION 2014-O0008)	
252.225-7994	ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2014-O0008)	FEB 2014
252.225-7995	CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2014-O0018)	JUN 2014
252.225-7997	CONTRACTOR DEMOBILIZATION (DEVIATION 2013-O0017)	AUG 2013
252.225-7998	PREFERENCE FOR PRODUCTS OR SERVICES FROM CENTRAL ASIA, PAKISTAN, THE SOUTH CAUCASUS, OR AFGHANISTAN (DEVIATION 2014-O0014)	APR 2014
252.225-7999	REQUIREMENT FOR PRODUCTS OR SERVICES FROM CENTRAL ASIA, PAKISTAN, THE SOUTH CAUCASUS, OR AFGHANISTAN (DEVIATION 2014-O0014)	APR 2014
252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC 1991
252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB 2012
252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC 1991
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC 2012

## I-2. DEFENSE BASE ACT WAIVER

DBA insurance coverage is required for employees of Contractors (and their subcontractors) unless a waiver has been obtained from the U.S Department of Labor (See FAR 28.305). Blanket Waivers from Defense Base Act insurance requirements have been issued by the Department of Labor for foreign nationals in select countries in which the Department of Defense has or had programs. Foreign national employees covered by this waiver are exempt from the requirement to secure Defense Base Act Insurance but must be provided worker's compensation benefits as prescribed in applicable foreign laws and in FAR clause 52.228-4, *Workers' Compensation and War-Hazard Insurance Overseas*. However, the waivers do not apply to any employee who is:

1. A citizen of the United States;
2. A resident of the United States; or
3. Hired in the United States.

The following identifies all countries for which foreign national employees are exempt from the requirement to secure Defense Base Act coverage: Belgium, France, Germany, Greenland, Guam, India, Israel, Italy, Japan, Kazakhstan, Korea (South), Netherlands, Russia, Spain, Switzerland, Turkey, and Uzbekistan.

(End of Clause)

## I-3. FAR 52.209-9 UPDATES OF PUBLICALLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

- (i) Government personnel and authorized users performing business on behalf of the Government; or
- (ii) The Contractor, when viewing data on itself; and

- (2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—
- (i) Past performance reviews required by subpart 42.15;
  - (ii) Information that was entered prior to April 15, 2011; or
  - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The Contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
  - (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
  - (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of Clause)

#### **I-4. FAR 52.216-19 -- ORDER LIMITATIONS (OCT 1995)**

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$3,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor --
- (1) Any order for a single item in excess of \$4,000,000 (max single route value)
  - (2) Any order for a combination of items in excess of \$600,000,000 (max task order amount) or
  - (3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

#### **I-5. FAR 52.216-22 -- INDEFINITE QUANTITY (OCT 1995)**



- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 Sep 15, or if the contract is extended in accordance with 52.217-8 or the period of CRAF activation plus 6 months if applicable.

(End of Clause)

**I-6. FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of services for a maximum of six (6) months and the USTRANSCOM Uniform Rate for the current fiscal year shall apply. In the event the Government exercises this option, prices shall be determined in accordance with paragraph B-3. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor not later than 30 days prior to expiration of the contract.

(End of Clause)

**I-7. FAR 52.227-6 ROYALTY INFORMATION (APR 1984)**

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of Clause)

**I-8. FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)**

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

*This Statement is for Information Only:  
It is not a Wage Determination*

<b>Employee Class</b>	<b>Monetary Wage -- Fringe Benefits</b>
General Schedule: First Pilot	GS-11 Step 1/\$27.51 per hour
General Schedule: Co-Pilot	GS-10 Step 1/\$25.04 per hour
General Schedule: Flight Dispatcher	GS-07 Step 1/\$18.59 per hour
General Schedule: Second Officer/Flight Engineer	GS-09 Step 1/\$22.74 per hour

(End of Clause)

**I-9. FAR 52.222-50 COMBATting TRAFFICKING IN PERSONS -- ALTERNATE I (AUG 2007)**

(a) Definitions. As used in this clause—

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall—

(1) Notify its employees of—

(i)

(A) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	Document May Be Obtained From:	Applies to Performance In/At:

[Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the U.S. to which the document applies.]

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of—

- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
- (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;

- (3) Suspension of contract payments;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip>.

(End of clause)

**I-10. FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)**

(a) *Definition.* "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

**Warning**

Contains (or manufactured with, if applicable) \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

(End of Clause)

**I-11. FAR 52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984)**

a. "Contractor's principal officials," as used in this clause, means directors, officers, managers, superintendents, or other representatives supervising or directing--

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or
- (3) A separate and complete major industrial operation in connection with the performance of this contract.

b. Under Public Law 85-804 (50 U.S.C. 1431-1435) and Executive Order 10789, as amended, and regardless of any other provisions of this contract, the Government shall, subject to the limitations contained in the other paragraphs of this clause, indemnify the Contractor against--

- (1) Claims (including reasonable expenses of litigation or settlement) by third persons (including employees of the Contractor) for death; personal injury; or loss of, damage to, or loss of use of property;
- (2) Loss of, damage to, or loss of use of Contractor property, excluding loss of profit; and
- (3) Loss of, damage to, or loss of use of Government property, excluding loss of profit.

c. This indemnification applies only to the extent that the claim, loss, or damage

- (1) arises out of or results from a risk defined in this contract as unusually hazardous or nuclear and
- (2) is not compensated for by insurance or otherwise.

Any such claim, loss, or damage, to the extent that it is within the deductible amounts of the Contractor's insurance, is not covered under this clause. If insurance coverage or other financial protection in effect on the date the approving official authorizes use of this clause is reduced, the Government's liability under this clause shall not increase as a result.

d. When the claim, loss, or damage is caused by willful misconduct or lack of good faith on the part of any of the Contractor's principal officials, the Contractor shall not be indemnified for--

- (1) Government claims against the Contractor (other than those arising through subrogation); or
- (2) Loss or damage affecting the Contractor's property.

e. With the Contracting Officer's prior written approval, the Contractor may, in any subcontract under this contract, indemnify the subcontractor against any risk defined in this contract as unusually hazardous or nuclear. This indemnification shall provide, between the Contractor and the subcontractor, the same rights and duties, and the same provisions for notice, furnishing of evidence or proof, and Government settlement or defense of claims as this clause provides. The Contracting Officer may also approve indemnification of subcontractors at any lower tier, under the same terms and conditions. The Government shall indemnify the Contractor against liability to subcontractors incurred under subcontract provisions approved by the Contracting Officer.

f. The rights and obligations of the parties under this clause shall survive this contract's termination, expiration, or completion. The Government shall make no payment under this clause unless the agency head determines that the amount is just and reasonable. The Government may pay the Contractor or subcontractors, or may directly pay parties to whom the Contractor or subcontractors may be liable.

g. The Contractor shall--

- (1) Promptly notify the Contracting Officer of any claim or action against, or any loss by, the Contractor or any subcontractors that may be reasonably expected to involve indemnification under this clause;
- (2) Immediately furnish to the Government copies of all pertinent papers the Contractor receives;
- (3) Furnish evidence or proof of any claim, loss, or damage covered by this clause in the manner and form the Government requires; and
- (4) Comply with the Government's directions and execute any authorizations required in connection with settlement or defense of claims or actions.

h. The Government may direct, control, or assist in settling or defending any claim or action that may involve indemnification under this clause.

(End of Clause)

#### **I-12. DFARS 252.216-7006 ORDERING (MAY 2011)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from 01 October 2014 through 30 September 2015.

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

(c)

- (1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

### **I-13. DEFINITION OF UNUSUALLY HAZARDOUS RISK**

#### **a. Definitions:**

(1) "Civil Reserve Air Fleet (CRAF) Mission" means the provision of airlift services under this contract (1) ordered pursuant to authority available because of the activation of CRAF or (2) directed by Commander, United States Transportation Command (TCCC) or his successor for missions substantially similar to or in lieu of those ordered pursuant to formal CRAF activation.

(2) "Airlift Services" means all services (passenger or cargo) and anything the Contractor is required to do in order to conduct or position the aircraft, personnel, supplies, and equipment for a flight and return. Airlift Services include ground related services supporting CRAF missions. Airlift Services do not include any services involving any persons or things which, at the time of the event, act, or omission giving rise to a claim, are directly supporting commercial business operations unrelated to a CRAF mission objective.

(3) "War risk" means risks of:

(a) War, invasion, acts of foreign enemies, hostilities (whether declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power, or attempt at usurpation of power.

(b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

(c) Strikes, riots, civil commotions, or labor disturbances related to occurrences under subparagraph (1) above.

(d) Any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting there from is accidental or intentional, except for ransom or extortion demands

(e) Any malicious act or act of sabotage, vandalism, or other act intended to cause loss or damage.

(f) Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil or military or de facto) or public or local authority.

(g) Hijacking or any unlawful seizure or wrongful exercise of control of the aircraft or crew (including any attempt at such seizure or control) made by any person or persons on board the aircraft or otherwise, acting without the consent of the insured.

(h) The discharge or detonation of a weapon or hazardous material while on the aircraft as cargo or in the personal baggage of any passenger.

b. For the purpose of the contract clause entitled "Indemnification Under Public Law 85-804 (APR 1984)," it is agreed that all war risks resulting from the provision of airlift services for a CRAF mission in accordance with the contract are unusually hazardous risks, and shall be indemnified to the extent that coverage for such risks is not reasonably available under Chapter 443 of the Federal Aviation Act or other insurance, because such insurance has been canceled, has applicable exclusions, or has been determined by the Government to be prohibitive in cost. The Government's liability to indemnify the Contractor shall not exceed that amount for which the Contractor commercially insures under its established policies of insurance, which are maintained by the FAA.

c. Indemnification of risks involving the operation of aircraft, as discussed above, is limited to claims or losses arising out of events, acts, or omissions involving the operation of an aircraft for airlift services for a CRAF mission, from the time that aircraft is withdrawn from the Contractor's regular operations (commercial, DoD, or other activity unrelated to airlift services for a CRAF mission) until it is returned for regular operations. Indemnification with regard to other Contractor personnel or property utilized or services rendered in support of CRAF missions is limited

to claims or losses arising out of events, acts, or omissions occurring during the time the first repositioning of personnel, supplies and equipment to support the first aircraft of the Contractor used for airlift services for a CRAF mission is commenced until the timely removal, as determined by the Contracting Officer, of such personnel, supplies and equipment after the last such aircraft is returned for regular operations.

d. Indemnification is contingent upon the Contractor maintaining, if available, non-premium insurance under Chapter 443 of the Federal Aviation Act and normal commercial insurance, as required by this contract or other competent authority. Indemnification for losses covered by a Contractor self-insurance program shall only be on such terms as incorporated in this contract by the Contracting Officer in advance of such a loss.

(End of Clause)

**I-14. TRANSFARS 5552.204-9000 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP SECURITY AGREEMENTS (APRIL 2007)**

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 which must coincide with the level of classification granted to the company and cage code located in the Joint Personnel Adjudication System (JPAS);

(4) The 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.

(b) This requirement is in addition to visit request procedures contained in [DoD 5220.22-M](#), National Industrial Security Program Operating Manual.

(1) 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:

(2) 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

(3) 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.

(End of Clause)

**I-15. TRANSFARS 5552.216-9001 ECONOMIC PRICE ADJUSTMENT BASED ON ACTUAL COST OF FUEL – AIRLIFT (FEB 2009) ALT II (FEB 2009)**

In order to protect the Contractor and the Government from significant market fluctuations in the price of fuel, an adjustment will be made based on actual costs incurred. Adjustments will be made as indicated below.

- (a) Economic price adjustment (EPA) pursuant to this clause is limited to changes in the Contractor's cost for fuel only.
- (b) Allowable fuel adjustments will be made upward or downward only when the price of fuel varies by more than one cent per gallon from the pegged rate established in the Uniform Rates and Rules.
  - (1) When the average price per gallon paid by the Contractor is greater than the pegged price established in the Uniform Rates and Rules, the Government will reimburse the Contractor the difference between the price paid and the pegged price.
  - (2) When the average price per gallon paid by the Contractor is below the pegged price established in the Uniform Rates and Rules, the Contractor will reimburse the Government the difference between the price paid and the pegged price. Under these circumstances, the contracting officer will issue a demand letter and funds will be reimbursed as directed.
- (c) The fuel adjustment process shall be in accordance with Attachment 1-PWS of this contract, Appendix 3.

(End of Clause)

**I-16. TRANSFARS 5552.216-9003 USTRANSCOM TASK AND DELIVERY ORDER OMBUDSMAN (JUNE 2009)**

In accordance with FAR 16.505(b)(6), the individual identified below is designated as the USTRANSCOM Task and Delivery-Order Ombudsman. The ombudsman is an independent official designated to review Contractor complaints and to ensure Contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Consulting the ombudsman does not relieve the Contractor from performance requirements in the contract, nor alter or postpone any timelines for any other processes. Interested parties should first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. If resolution cannot be made by the contracting officer, concerned parties may contact:

Chief, Business Support and Policy Division  
Telephone Number 618-220-7021 FAX 618-220-6248

(End of Clause)

**I-17. TRANSFARS 5552.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (APRIL 2007)**

- (a) In performing work under this contract on a Government installation, the Contractor shall:
  - (1) Comply with the specific health and safety requirements established by this contract;
  - (2) Comply with the health and safety rules of the Government installation that concern related activities not directly addressed in this contract;
  - (3) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of Contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and
  - (4) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.
- (b) The contracting officer may, by written order, direct Air Force Occupational safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.



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

(End of Clause)

**I- 18. TRANSFARS 5552.242-9000 COMMON ACCESS CARDS (CACs) FOR CONTRACTOR PERSONNEL (JUL 2014)**

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

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

- (i) the unclassified environment; or
- (ii) the classified environment where authorized by governing security directives.

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

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

(1) Contractors shall provide a listing of their employees that will require a CAC to the contracting officer. The listing will contain the following information in order for a CAC application to be created in the Trusted Associate Sponsorship System (TASS): last, middle, and first names; Social Security Number (SSN) or Foreign Identification Number (FIN), as applicable; date of birth; email address; the contract number; and the contract end date. The contracting officer will provide a copy of the list to the government representative in the local organization designated to authorize issuance of contractor CACs (i.e., Trusted Agent (TA)). The TA will then create a CAC application in the TASS. The TASS TA on this contract is USTC-Airlift Management Branch, [transcom.scott.tcaq.mbx.operations@mail.mil](mailto:transcom.scott.tcaq.mbx.operations@mail.mil).

(2) Once the TA has created the CAC application, a temporary login/password will be generated in TASS. The TA will notify each contractor employee when his/her application is created and will securely distribute the login/password to that contractor employee. Each contractor employee will then enter the TASS web site using the temporary login/password and complete the CAC application and submit it back to the TA. This will require the contractor to obtain a Defense Knowledge On-line or similar .mil domain e-mail account working with the sponsoring TA indicated above.

(3) If contractor employees will not require access to classified information, the contractor will submit a compiled list of names with biographical data to include SSN or FIN on each employee requiring a CAC. Upon verification by security office, see paragraph (b)(1) above, those names who do not meet the background investigation criteria for a CAC will be required to complete the Questionnaire for Non-Sensitive Positions (SF85), located at [www.opm.gov/forms/pdf\\_fill/SF85.pdf](http://www.opm.gov/forms/pdf_fill/SF85.pdf), and submit fingerprint cards (FD-258) to the individual listed in paragraph (b)(1) above, who will verify each employee and then forward the documents to the servicing Security Office. The questionnaires and fingerprint cards will be forwarded by the Security Office to the Office of Personnel Management (OPM) who will conduct a National Agency Check with written Inquiries (NACI) background investigation

(4) Before any interim credential is authorized by the TA, the contractor employee must submit an accurate and complete signed application, with FD-258 attached. Upon the favorable review by the security office of the name, fingerprint, and criminal records check, the interim CAC application may be approved.

(5) If contractor employees will require access to classified information, the contractor's company Facility Security Officer processes the Questionnaire for National Security Positions (SF86) and the fingerprint cards (FD-258) and submits them directly to the Personnel Security Management Office for Industry (PSMO-I). In this instance, before the TA approves the CAC application in TASS, the TA must verify that the background

investigation, name, fingerprint, and criminal records check has been favorably adjudicated before the application for TASS can be processed.

(6) Once the TA has approved the CAC application, the TA will inform the contractor employee to proceed to the nearest CAC issuance workstation (usually located within the DEERS/RAPIDS website (insert website) with two forms of picture identification as indicated on the website. CAC issuance workstation personnel will then issue the CAC.

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

(d) During the performance period of the contract, the contractor, or contractor employee as appropriate, shall: (1) Within 7 working days of any changes to the listing of the contract personnel authorized a CAC, provide an updated listing to the contracting officer who will provide the updated listing to the TA (who will create new CAC applications or revoke those for employees no longer performing on the contract as appropriate); (2) As part of security out-processing, or when no longer performing on the specific contract for which the CAC was approved, return their CAC to the TA or DEERS/RAPIDS site; (3) Report lost or stolen CAC's immediately to the TA, the USTRANSCOM Security Services Center, or to a designated USTRANSCOM representative.

(e) Within 7 working days following completion/termination of the contract, return all CACs issued to contractor employees to the TA.

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

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

(End of clause)

#### **I-19. TRANSFARS 5552.247-9000 AIR SAFETY (APRIL 2007)**

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

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

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

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

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

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

(d) Such suspension shall be accomplished pursuant to the Department of Defense Commercial Air Transportation Quality and Safety Review Program ([32 CFR Part 861](#)), which is hereby incorporated in this contract by reference,

or any procedures that supersede same which may be adopted by the Commander (United States Transportation Command) from time to time. The suspension procedures, including the temporary nonuse, reinstatement and appeals processes, set out therein, are binding, final, and conclusive. In no event shall suspension or temporary nonuse proceedings, regardless of outcome, give rise to any liability on the part of the Government.

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

(End of Clause)

**I-20. TRANSFARS 5552.247-9001 REQUIREMENT FOR AUTHORIZATION TO ENGAGE IN AIR TRANSPORTATION (AUG 2007)**

(a) This contract is conditioned upon the Contractor (if the Contractor is a team arrangement, applies to each team member) being an air carrier and holding a Certificate of Public Convenience and Necessity issued under Section 401 of the Federal Aviation Act (FAA of 1958, as amended), or otherwise authorized by the Department of Transportation (DOT) to engage in direct air transportation services, holding an Air Carrier's Operating Certificate issued by the FAA under Part 121 of the [Federal Aviation Regulations \(14 CFR 121\)](#) for airlift operated by the offeror, and participating in the CRAF, if applicable. Furthermore, the Contractor shall not be in a suspension or temporary nonuse status in accordance with clause [5552.247-9000](#), "AIR SAFETY."

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

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

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

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

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

(c) If at any time an air carrier ceases operations or surrenders their operating certificate to the Federal Aviation Administration (FAA), the air carrier is required to immediately notify the Contracting Officer the next business day

and the DoD Commercial Airlift Division at (618) 229-4801, as well as in writing to HQ AMC/A3B, 402 Scott Drive, Unit 3A1 Scott AFB IL 62225-5302, stating the circumstances for ceasing operations and/or surrendering their operating certificate.

(End of Clause)

**I-21. TRANSFARS 5552.247-9002 CONTRACTOR'S FAILURE TO PROVIDE SERVICE (AUG 2008) – INTERNATIONAL**

(a) In the event that the Contractor's aircraft is unable to depart from any station, the Government may invoke remedies which are set forth in this paragraph which will neither constitute a termination within the meaning of the clause entitled "Termination for Convenience of the Government," nor in any way diminish the Government's rights under the clause entitled "Default." The rights and remedies of the Government provided for in this paragraph are not exclusive and do not give rise to Government liability for costs incurred and are in addition to any other Government rights and remedies provided for by law or by this contract.

(b) Substitute Service. This term, as used herein, applies to the substitution of an aircraft to replace Contractor's aircraft, which is unable to proceed from the departure station or from any en route station short of destination in accordance with schedules established pursuant to this contract. If the Contractor fails to make an aircraft available for departure within 16 hours subsequent to scheduled departure time for a passenger flight or a mixed flight from an originating station or an en route station, or within 4 hours of a scheduled departure time for a passenger flight or a mixed flight from an en route station where no holding facilities for passengers are available, or within 24 hours of a scheduled departure time for a cargo flight from either the originating station or an en route station, or for any flight within such lesser time as may be agreed to by the Contractor's designee, the Government may: (1) cancel the requirement for further movement of the defaulted flight; (2) require the Contractor to transport the defaulted passengers or cargo by substitute service within such additional time as the contracting officer may allow; (3) acquire substitute service from commercial sources; or (4) reschedule the defaulted flight or transport the defaulted passengers or cargo, or any portion thereof, itself. The exercise of any of these options will be in accordance with the following:

(1) In the event that the requirement for further movement of the defaulted flight is canceled, the number of passengers equal to the Guaranteed Allowable Cabin Load (GACL) for the flight involved, or the number of pounds of cargo equal to the GACL of the flight involved, or the number of miles for the flight involved, will be subtracted from the Government's guarantee. Any canceled requirement will be deleted from the contract by unilateral modification. If the failure to depart was from the originating station, Contractor will not be paid any amount for the flight involved. If the failure to depart was from an en route station, the Contractor will be paid at the USTRANSCOM negotiated uniform rate for that portion of the trip over which he did transport the passengers or cargo.

(2) If the Contractor is required to transport the passengers or cargo of the defaulted flight by substitute service within such additional time as the contracting officer may allow, the Contractor shall arrange and pay directly all costs involved in the transportation by the substitute aircraft. In this event, the Contractor will be paid the full contract price for the flight involved, irrespective of the amount paid by him for this transportation by substitute aircraft. The substitute aircraft provided by the Contractor must be of like type, configured in accordance with the applicable specifications, and must be approved by the contracting officer. In lieu of, or in addition to, providing the above type substitute service, the Contractor may, at his own expense, purchase the amount of space, by common carriage or otherwise, needed for the movement of the passengers or cargo of the defaulted flight. The purchase of such space must be approved by the contracting officer and must be obtained only from American Flag carriers, except that in the event an American Flag carrier is unavailable or not reasonably available for point-to-point substitute service within an overseas area, upon prior authorization of the contracting officer, the Contractor may use a Foreign Flag schedule carrier for substitute service on an exception basis only and provided the requirements of the clause entitled "Preference for United States Flag Air Carriers," are complied with. In such event, Contractor would be paid the contract price for the involved transportation. If Contractor transports by purchase of common carriage only a part of the number of passengers or amount of cargo of the defaulted flight, he will only be paid for those passengers or cargo so transported, and the passengers or cargo not transported shall be deducted from the Government's guarantee.

(3) The Government may purchase substitute service from commercial sources. This can be by a substitute

commercial aircraft or by the purchase from commercial sources of sufficient space to transport by common carriage or otherwise, the number of passengers or amount of cargo involved in the defaulted flight. In either event, the substitute service shall be deducted from the Government's guarantee and the Contractor would be charged by the Government, any amount that the Government had to pay to commercial sources which is in excess of the contract price for the transportation of the passengers or cargo involved for the distance involved. (If this substitute service is obtained for only a portion of a trip as provided in the contract, the contract price will be prorated for the distance involved in determining the amount due to the Government.) Contractor will not be paid any amount for the defaulted flight except that he will be paid at the USTRANSCOM negotiated uniform rate for that portion of the trip, if any, over which he did transport the passengers or cargo on the flight involved. The Contractor shall provide all services normally provided in connection with flights operating under this contract. In the event the defaulted flight was to be performed between military bases and the Government procures common carriage substitute service, the defaulting Contractor shall be responsible for the transportation between the military bases and the commercial terminal.

(4) The Government may, in its discretion, elect to either reschedule the defaulted flight to a later time within the performance period of the contract or may move these passengers and/or this cargo, or any portion thereof. In this event, the number of passengers equal to the GACL for the flight involved, or the number of pounds of cargo to the GACL of the flight involved, or the number of miles for the flight involved will be subtracted from the Government's guarantee and the Contractor will be charged, by the Government, the excess, if any, of the charge for this movement over the contract price. If this movement is utilized for only a portion of a trip as provided in the contract, the contract price will be prorated for the distance involved in determining the amount due the Government. Contractor will not be paid any amount for transportation of the passengers or cargo of the defaulted flight except that he will be paid at the USTRANSCOM negotiated uniform rate for that portion of the trip, if any, over which he did transport said passengers or cargo in the flight involved.

(c) The contracting officer may permit the Contractor to provide services with substitute aircraft having a lower Allowable Cabin Load (ACL). When such substitution of aircraft is permitted, the Contractor shall be reimbursed at the rate per ton/pax mile established in the original award times the lesser ACL with a corresponding reduction in the Government's guarantee. In addition or as an alternative to providing substitute aircraft having a lower ACL, the contracting officer may permit the Contractor to acquire, at his own expense, the amount of space, by common carriage, needed for movement of the pax or cargo equal to the ACL of the aircraft originally scheduled for the flight, in which event the Contractor will be paid at the contract rate for the pax and/or cargo within the GACL which are actually transported. The contracting officer may also permit the Contractor to provide services with substitute aircraft having a higher ACL than the aircraft required for performance of services under the contract. In this event, the Contractor will be reimbursed only the contract price for the flight as originally awarded.

(d) The contracting officer, in making his decisions and selections for substitute service, will use his discretion in such a manner as to mitigate Contractor's liability for excess costs when reasonably possible. However, military needs and urgency will be the prime consideration in the exercise of this discretion.

(e) The provisions of Section C, Performance Work Statement, relative to Contractor's responsibility for care of passengers, and for providing meals and billets, apply to all situations discussed in this clause, wherein the Contractor failed to depart as scheduled. Contractor shall retain responsibility for passengers until such time as they are moved by the Contractor or the Government, or the requirement is canceled by the Government.

(f) In the event the Contractor fails to deliver any part of the GACL (pax or cargo) to manifested destination due to an accident, Contractor will be paid at USTRANSCOM negotiated uniform rate only for that amount of pax or cargo delivered to manifested destination.

(End of Clause)

**I-22. TRANSFARS 5552.247-9002 CONTRACTOR'S FAILURE TO PROVIDE SERVICE (AUG 2008)  
ALTERNATE I (APRIL 2007) – DOMESTIC**

(a) In the event that Contractor's aircraft is unable to depart from any station, the Government may invoke remedies which are set forth in this paragraph which will neither constitute a termination within the meaning of the clause entitled "Termination for Convenience of the Government," nor in any way diminish the Government's rights under the clause entitled "Default." The rights and remedies of the Government provided for in this paragraph are not

exclusive and do not give rise to Government liability for costs incurred and are in addition to any other Government rights and remedies provided for by law or by this contract.

(b) **Substitute Service.** This term, as used herein, applies to the substitution of an aircraft to replace Contractor's aircraft, which is unable to proceed from the departure station or from any en route station short of destination in accordance with schedules established pursuant to this contract. If the Contractor fails to make an aircraft available for departure as required by the flight schedules, the Government may: (1) cancel the requirement for further movement of the defaulted flights; (2) require the Contractor to transport the defaulted passengers or cargo by substitute service within such additional time as the contracting officer may allow; (3) acquire substitute service from commercial sources; or (4) reschedule the defaulted flight or transport the defaulted passengers or cargo, or any portion thereof, itself. The exercise of any of these options will be in accordance with the following:

(1) In the event that the requirement for further movement of the defaulted flights is canceled, the number of miles/trips for the flight involved, and directed landings (if applicable) will be subtracted from the Government's guarantee. Any canceled requirement will be deleted from the contract by unilateral modification.

(2) If the Contractor is required to transport the passengers or cargo of the defaulted flights by substitute service within such additional time as the contracting officer may allow, the Contractor shall arrange and pay directly all cost involved in the transportation by the substitute aircraft. Contractor will be paid, in this event, the full contract price for the flight involved, irrespective of the amount paid by him for this transportation by substitute aircraft. The substitute aircraft provided by the Contractor must be of like type, configured in accordance with the applicable specifications, and must be approved by the contracting officer. In lieu of, or in addition to, providing the above type substitute service, the Contractor may, at his own expense, purchase the amount of space, by common carriage or otherwise, needed for the movement of passengers or cargo of the defaulted flight. The purchase of such space must be approved by the contracting officer. In such event, Contractor would be paid the contract price for the involved transportation.

(3) The Government may purchase substitute service from commercial sources. This can be by a substitute commercial aircraft or by the purchase from commercial sources of sufficient space to transport by common carriage or otherwise, the number of passengers or amount of cargo involved in the defaulted flight. In either event, the substitute service shall be deducted from the Government's guarantee and the Contractor would be charged by the Government, any amount that the Government had to pay to commercial sources which is in excess of the contract price for the transportation of the passengers or cargo involved for the distance involved. Contractor will not be paid any amount for this defaulted flight. The Contractor shall provide all services normally provided in connection with flights operating under this contract.

(4) The Government may, in its discretion, elect to either reschedule the defaulted flight to a later time within the performance period of the contract or may move these passengers and/or this cargo, or any portion thereof. In this event, the number of miles/trips for the flight involved will be subtracted from the Government's guarantee and the Contractor will be charged, by the Government, the excess, if any, of the charge for this movement over the contract price. Contractor will not be paid any amount for transportation of passengers or cargo of the defaulted flight.

(End of Clause)

### **I-23. LOSS OF USE SET RATE – INTERNATIONAL**

a. In lieu of seeking actual damages for loss of use under the contract indemnification clause, FAR 52.250-1, (paragraph I- 11), the Contractor elects to accept the Loss of Use Set Rate described below. The election to use the set rate is binding upon the Contractor during the term of the contract for losses resulting from unusually hazardous or nuclear risk and subject to indemnification under Public Law 85-804.

b. The Loss of Use Set Rate shall be determined as follows:

(1) If the Contractor insures commercially for loss of use, the Contractor shall be paid the amount that would have been due from the insurer.

(2) If the Contractor's commercial insurance does not include coverage for loss of use, loss of use is deemed to be the subject of a Contractor self-insurance program. This is subject to P.L. 85-804 indemnification on the terms set forth in this clause. The loss of use set rate shall be determined using the following formula:

**utilization<sup>1</sup> x 500 mph x ACL<sup>2</sup> x adjusted USTRANSCOM uniform rate<sup>3</sup> = aircraft value per day**

c. The election to use the set rate versus claiming for actual losses is binding upon the Contractor for incidents arising during the term of this contract. The set rate is only available for temporary loss of use of the aircraft. It anticipates the Contractor will act with due diligence in bringing the aircraft back on line. Loss of Use, beyond 15 days, may be approved by the Contracting Officer subject to determining that the Contractor's plan for return of the aircraft is fair and reasonable. If the Government so determines, it may total out the loss in lieu of paying the set rate. The set rate does not preclude claim for, or payment of, other damages subject to indemnification; e.g., cost of repair.

d. The Contractor shall notify the administrative Contracting Officer at USTRANSCOM/TCAQ-C of the loss, request payment, and provide pertinent information relating to the cause of loss. If the administrative Contracting Officer determines the loss qualifies for indemnification under paragraphs I-10 and I-11, the parties shall negotiate the payment terms. In the event the administrative Contracting Officer later determines the loss does not qualify for indemnification, then the Contractor shall refund the amount of overpayment to the Government on demand.

<sup>1</sup>Airborne hours per day. If loss occurs during a Civil Reserve Air Fleet Mission ordered pursuant to authority available because of the activation of CRAF, the hours of utilization will be equal to the guaranteed utilization specified in Part I, Section B. If loss occurs during a Civil Reserve Air Fleet Mission directed by the Commander, Air Mobility Command, or his successor, for a mission substantially similar to or in lieu of those ordered pursuant to formal CRAF activation, the hours of utilization will be the contractor's average daily utilization based on aircraft flight logs for the aircraft type during the 12 months prior to the beginning of the period of performance of the contract.

<sup>2</sup>USTRANSCOM allowable cabin load per Uniform Rates and Rules.

<sup>3</sup>USTRANSCOM uniform rate less costs not incurred (e.g., fuel, maintenance) and less profit.

(End of Clause)

#### **I-24. 5152.222-5900 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (MAR 2014)**

(a) All contractors ("contractors" refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person.

(b) Contractors are also required to comply with the following provisions:

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

(2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language, that defines the terms of their employment/compensation.

(3) Contractors shall not utilize unlicensed recruiting firms or firms that charge illegal recruiting fees.

(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee for Contractor furnished living space. Upon contractor's written request, Contracting Officers may grant a waiver in writing in cases where the existing contractor provided square footage is within 20% of the minimum, and the overall conditions are determined by the Contracting Officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area. Government furnished facilities will be

provided in accordance with the applicable installation/base billeting standards, with contractor personnel afforded, at a minimum, square footage equivalent to an E1.

(5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.

(6) Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures and the requirements for visas and work permits.

(c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that Contracting Officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

(d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(End of Clause)

**I-25. CJTSCC CLAUSE 5152.223-5900 REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (AUG 2011)**

Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur.

Report the following information:

Contract Number

Contract Description & Location

Company Name

**Reporting party:**

Name

Phone number

e-mail address

**Victim:**

Name

Gender (Male/Female)

Age

Nationality

Country of permanent residence

**Incident:**

Description

Location

Date and time

Other Pertinent Information

(End of Clause)

**I-26. 5152.225-5902 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (JUN 2014)**

(a) The contractor shall ensure the individuals they deploy are in compliance with the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy, including TAB A, Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR, unless a waiver is obtained in accordance with TAB C, CENTCOM Waiver Request. The current guidance is located at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>.



(b) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit.

(c) Contractor personnel who deploy for multiple tours, which exceed 12 months in total, must be re-evaluated for fitness to deploy every 12 months IAW the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy standards. An examination will remain valid for 15 months from the date of the physical. This allows an examination to be valid up to 90 days prior to deployment. Once a deployment begins, the examination will only be good for a maximum of 12 months. Any medical waivers received will be valid for a maximum of 12 months. Failure to obtain an updated medical waiver before the expiration of the current waiver renders the employee unfit and subject to redeployment.

(d) The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information in all subcontracts with performance in the theater of operations.

(e) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at Level/Role III (emergency) military treatment facilities (MTF) and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(f) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for known or routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(g) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website:  
<http://comptroller.defense.gov/FinancialManagement/Reports/rates2014.aspx>.

(End of Clause)

#### **I-27. CJTSCC CLAUSE 5152.225-5903 COMPLIANCE WITH LAWS AND REGULATIONS (DEC 2011)**

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and US Central Command orders and directives as applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps or Chief of Mission operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault.

(1) Afghanistan – Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(2) Iraq – Contractor employees are not subject to General Order 1. Contractor employees will follow the policies or directives of the Office of Security Cooperation-Iraq (OSC-I) Installation Managers or Chief of Mission policies and directives regarding consumption of alcohol or any prohibited items for sites that they are assigned.

(c) Contractor employees may be ordered removed from the US Embassy, Chief of Mission sites, OSC-I sites, secure military installations or the theater of operations by order of the Chief of Mission (Iraq) or senior military commander of the battle space (Afghanistan) for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its Contractor employee.

(d) Contractor employees performing in Iraq or the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (MEJA)(18 U.S.C. Sec. 3261, et al), the Uniform Code of Military Justice (UCMJ) (10 U.S.C. Sec. 801, et al), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in Iraq or the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement in Iraq or within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify the BDOC (Iraq) or military law enforcement (Afghanistan) and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the Chief of Mission (Iraq) or the senior U.S. commander (Afghanistan).

(End of Clause)

**I-28. CJTSCC CLAUSE 5152.225.5904 MONTHLY CONTRACTOR CENSUS REPORTING (DEC 2011)**

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

The total number (prime and subcontractors at all tiers) employees.

The total number (prime and subcontractors at all tiers) of U.S. citizens.

The total number (prime and subcontractors at all tiers) of local nationals (LN).

The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).

Name of province in which the work was performed.

The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DoD class deviation 2011-00004.

(End of Clause)

**I-29. 5152.225-5907 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (JUN 2014)**

(a) All contractor employees are required to be medically, dentally, and psychologically fit for deployment and performance of their contracted duties as outlined in the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.225-7040, Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States. This clause requires all contractor personnel to meet the theater specific medical qualifications established by the Geographic Combatant Commander before deploying to, being granted installation access, or performing work under the resultant contract. In the USCENTCOM Area of Operation (AOR), the required medical screening, immunizations, and vaccinations are specified in the current USCENTCOM individual Protection and Individual Unit Deployment Policy and DoD Instruction (DODI) 3020.41, Operational Contract Support (OCS). Current medical screening, immunization, and vaccination requirements are available at

<http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>. The current DODI is available at <http://www.dtic.mil/whs/directives/corres/ins1.html>. The current list of immunization and vaccination requirements are available at <http://www.vaccines.mil>.

(b) The USCENTCOM policy requires contractors to ensure adequate health management is available for Tuberculosis (TB) screening, diagnosis, treatment, and isolation during the life of the contract. This includes management and compliance with all prescribed public health actions regarding TB and the responsibility to ensure adequate health management is available at the Contractor's medical provider or local economy provider's location for all contractor and subcontractor employees throughout the life of the contract. The contractor shall maintain medical screening documentation, in English, and make it available to the Contracting Officer, military public health personnel, or Base Operations Center installation access badging personnel upon request.

(1) U.S. Citizens are considered Small-Risk Nationals (SRNs) as the U.S. has less than 25 TB cases per 100,000 persons. A TB testing method of either a TB skin test (TST) or Interferon Gamma Release Assay (IGRA) may be used for pre-deployment and annual re-screening of all U.S. Citizens employed under the contract. For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history and CXR. A physical copy of all TST, IGRA, and/or CXRs and radiographic interpretation must be provided at the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deployment and prior to installation access badge renewal.

(2) Other Country Nationals (OCNs) and Local Nationals (LNs) shall have pre-deployment/employment testing for TB using a Chest x-ray (CXR) and a symptom survey completed within 3 months prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal. This is the only way to verify interval changes should an active case of TB occur. When conducting annual re-screening, the Contractor's medical provider or local economy provider will look for interval changes from prior CXR's and review any changes in the symptom survey. A physical copy of the CXR film with radiographic interpretation showing negative TB results must be provided to the Base Operations Center prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal.

(3) After arrival in the USCENTCOM AOR, all cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) Physician and/or TB Consultant within 24 hours. Contact tracing, and medical coding, have specific requirements. After consultation with the Theater PM or TB Consultant, all contractor (and sub-contractor) personnel with suspected or confirmed TB are required to medically evacuated (MEDEVAC'd) to the closest commercial medical treatment facility for treatment. The contractor is responsible for management and compliance with all prescribed public health actions. Personnel shall be immediately transported out of theater once they have documentation of at least 3 consecutive negative sputum smears.

(c) In addition, all employees involved in food service, water and/or ice production facilities must be pre-screened prior to deployment and re-screened annually for signs and symptoms of infectious diseases. This includes a stool sample test for ova and parasites. It also includes contractors and subcontractors documentation that each individual employee of these entities have completed: (1) the full series of immunizations for Typhoid and Hepatitis "A" (full series) immunizations as contained in the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), (2) the required TB tests, and (3) screening for Hepatitis B and C.

(d) Proof of all contractor and sub-contractor employee pre-deployment and deployment medical screening, immunizations, and vaccinations (in English) shall be made available to the designated Government representative throughout the life of the contract, and provided at the Contracting Officer, for a minimum of six (6) years and (3) months from the date of final payment under the contract.

(End of Clause)

### **I-30. CJTSCC CLAUSE 5152.225.5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (May 2012)**

The following is a summary of the type of support the Government will provide the Contractor, on an "as-available" basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: (Contracting officer must enter the names of the operating locations of the contract that the requiring activity has properly

coordinated with the respective Forward Operating Base (FOB) Mayor). When Contractor employees are in transit all checked blocks are considered authorized.

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> APO/FPO/MPO/DPO/             | <u>U.S. Citizens</u>                              | <input type="checkbox"/> Mil Issue EquipPostal Services |
| <input type="checkbox"/> Authorized Weapon            | <input type="checkbox"/> DFACs                    | <input type="checkbox"/> MILAIR                         |
| <input type="checkbox"/> Billeting                    | <input type="checkbox"/> Excess Baggage           | <input type="checkbox"/> MWR                            |
| <input type="checkbox"/> CAAF*                        | <input type="checkbox"/> Fuel Authorized          | <input type="checkbox"/> Resuscitative Care             |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Govt Furnished Meals     | <input type="checkbox"/> Transportation                 |
| <input type="checkbox"/> Badge                        | <input type="checkbox"/> Military Banking         | <input type="checkbox"/> All                            |
| <input type="checkbox"/> Commissary                   | <input type="checkbox"/> Military Clothing        | <input checked="" type="checkbox"/> None                |
| <input type="checkbox"/> Dependents Authorized        | <input type="checkbox"/> Military Exchange        |   |
| <input type="checkbox"/> Embassy Clinic–Afghanistan** | <input type="checkbox"/> Embassy Housing, Meals** |   |
|   | <input type="checkbox"/> Embassy Air**            |   |

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> N/A                          | <u>Third-Country National (TCN) Employees</u> | <input type="checkbox"/> Mil Issue Equip    |
| <input type="checkbox"/> Authorized Weapon            | <input type="checkbox"/> DFACs                | <input type="checkbox"/> MILAIR             |
| <input type="checkbox"/> Billeting                    | <input type="checkbox"/> Excess Baggage       | <input type="checkbox"/> MWR                |
| <input type="checkbox"/> CAAF*                        | <input type="checkbox"/> Fuel Authorized      | <input type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Govt Furnished Meals | <input type="checkbox"/> Transportation     |
| <input type="checkbox"/> Badge                        | <input type="checkbox"/> Military Banking     | <input type="checkbox"/> All                |
| <input type="checkbox"/> Commissary                   | <input type="checkbox"/> Military Clothing    | <input checked="" type="checkbox"/> None    |
| <input type="checkbox"/> Dependents Authorized        | <input type="checkbox"/> Military Exchange    |   |

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> N/A                          | <u>Local National (LN) Employees</u>          | <input type="checkbox"/> Mil Issue Equip    |
| <input type="checkbox"/> Authorized Weapon            | <input type="checkbox"/> DFACs                | <input type="checkbox"/> MILAIR             |
| <input type="checkbox"/> Billeting                    | <input type="checkbox"/> Excess Baggage       | <input type="checkbox"/> MWR                |
| <input type="checkbox"/> CAAF*                        | <input type="checkbox"/> Fuel Authorized      | <input type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Govt Furnished Meals | <input type="checkbox"/> Transportation     |
| <input type="checkbox"/> Badge                        | <input type="checkbox"/> Military Banking     | <input type="checkbox"/> All                |
| <input type="checkbox"/> Commissary                   | <input type="checkbox"/> Military Clothing    | <input checked="" type="checkbox"/> None    |
| <input type="checkbox"/> Dependents Authorized        | <input type="checkbox"/> Military Exchange    |   |

\* CAAF means Contractors Authorized to Accompany Forces.

\*\* Applies to US Embassy Life Support in Afghanistan

**SPECIAL NOTE – US Embassy Afghanistan Life Support:** The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to Contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the contracting officer.

(End of Clause)

**I-31. 5152.225-5915 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (JUN 2014)**

(a) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the contractor accepts the risks associated with required contract performance in such operations.

(1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees’ living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer’s chain of command or civilian equivalent.

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this

process, contractors may use the Operational Contracting Support Drawdown Cell as a resource to track or research employee’s last known location and/or to view LOA’s. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayor’s cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person’s identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individuals Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOA’s, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of DFARS clause 252.225-7997 entitled “Contractor Demobilization”. Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

(c) Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur. Report the following information:

Contract Number: \_\_\_\_\_  
 Contract Description & Location: \_\_\_\_\_  
 Company Name: \_\_\_\_\_

Reporting party: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Phone number: \_\_\_\_\_  
 e-mail address: \_\_\_\_\_

Victim: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Gender (Male/Female) : \_\_\_\_\_  
 Age: \_\_\_\_\_  
 Nationality: \_\_\_\_\_  
 Country of permanent residence: \_\_\_\_\_

Incident: \_\_\_\_\_  
 Description: \_\_\_\_\_  
 Location: \_\_\_\_\_  
 Date and time: \_\_\_\_\_

Other Pertinent Information: \_\_\_\_\_

(End of Clause)

**I-32. C-JTSCC CLAUSE 5152.247-5900 INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS (APR 2012)**

a. Movement and coordination of inbound and outbound cargo in Afghanistan is critical to ensuring an effective drawdown. The contractor shall provide visibility of their inbound cargo and equipment via the Synchronized Pre-deployment Operational Tracker (SPOT) census for their contract. This requirement includes the prime's, and subcontractor's at all tiers, cargo and equipment. The contractor shall report any individual piece of equipment

valued at \$50,000 or more. Incoming cargo and equipment census data shall be input 30 days prior to start of performance or delivery of supplies and quarterly thereafter for inbound and outbound equipment.

b. This reporting is required on Rolling Stock (RS), Non Rolling Stock (RNRS), and Twenty foot Equivalent Units (TEU). The following definitions apply to these equipment/cargo categories:

(1) Rolling Stock (RS): All equipment with wheels or tracks that is self-propelled, or is un-powered and can be towed by a vehicle on a roadway. Also includes standard trailer mounted equipment such as generators, water purification equipment, and other support equipment with permanent wheels. Specific examples of RS include Wheeled Armored Vehicles (WAVS), Mine-Resistant Ambush-Protected (MRAP) family of vehicles (FOVS), and Highly Mobile Multipurpose Wheeled Vehicles (HMMWVS).

(2) Non Rolling Stock (RNRS): All equipment that is not classified as Rolling Stock. Includes equipment that is not trailer-mounted or originally designed to be driven or towed over a roadway.

(3) Twenty foot Equivalent Units (TEU): Standard unit for describing a ship's cargo capacity, or a shipping terminal's cargo handling capacity. One TEU represents the cargo capacity of a standard intermodal shipping container, 20 feet long, 8 feet wide, and 8.5 feet high. One TEU is equivalent to 4 QUADCONS and 3 TRICONS. One TEU has an internal volume of 1,166 cubic feet.

c. This data will be used by United States Forces-Afghanistan (USFOR-A) to assist in tracking the drawdown of Afghanistan. The contractor is responsible for movement of their own cargo and equipment. The data provided by contractors is for informational purposes only in order to plan and coordinate the drawdown effort. The Government assumes no responsibility for contractor demobilization except as stated in individual contract terms and conditions.

(End of Clause)

**252.225-7986, Medical Care and Evacuation of Contractor Personnel in the Designated Operational Area for Operation United Assistance (DEVIATION 2015-O0002) (NOVEMBER 2014)**

(a) Definitions.

“Designated operational area,” as used in this clause, means the geographic area designated by the Combatant Commander for the conduct or support of Operation United Assistance (Senegal, The Gambia, Guinea Bissau, Guinea, Sierra Leone, and Liberia).

(b) Contractor emergency medical care. For United States citizen and third-country national Contractor personnel performing under this contract in the designated operational area--

(1) Contractor employees shall receive emergency care in military treatment facilities and emergency evacuation in order to save life, limb, or eyesight. Contractor employees shall be stabilized, and then referred to their health care system as soon as the emergency period ends. Inter-theater emergency evacuation requires patient movement approval;

(2) Contractor employees shall have a valid DoD ID card and passport, a copy of the DoD contract with insurance information, and a Letter of Authorization (LOA);

(3) Sick call or routine medical care will not be provided;

(4) Primary medical and/or dental care is not authorized; and

(5) Emergency medical care costs will be reimbursed in accordance with the terms of the DoD contract.

(c) Medical evacuation of contractor personnel.

(1) For Contractor personnel, except local nationals, performing under this contract in the designated operational area, DoD will provide--

(i) Aero-medical Evacuation of Ebola Virus Disease (EVD) exposed but asymptomatic, infected, and symptomatic patients out of the Ebola-affected nations when able and within contract requirements, in coordination with USTRANSCOM and/or commercial carriers as able; and

(ii) Aero-medical Evacuation of non-Ebola-related and no-risk patients out of the Ebola-affected nations when able and within contract requirements, in coordination with USTRANSCOM and/or commercial carriers as able.

(2) For local national Contractor personnel performing under this contract in the designated operational area—

(i) Non-healthcare provider employees who are deemed EVD symptomatic and infected shall be referred to a local Ebola treatment unit for treatment; and

(ii) Healthcare provider employees who are deemed EVD symptomatic and infected shall be referred to the Monrovia Medical Unit for treatment.

(3) Unless specified elsewhere in the contract, the Contractor is responsible for all other support required for its personnel performing in the designated operational area. Allowable costs are determined in accordance with FAR subpart 31.

(d) Upon redeployment from an Ebola-affected nation, Contractor personnel performing under this contract shall comply with the following:

(1) U.S. Federal, including Centers for Disease Control and Prevention, and State and local public health authority requirements for return to, and activities in, the United States and its territories.

(2) Other foreign nation requirements as stipulated for entry into those countries or territories.

(e) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (e)—

(1) In all subcontracts that require subcontractor personnel that are United States citizens or third-country nationals to perform outside the United States in the designated operational area.

(2) In subcontracts, to the maximum extent practicable, that require only subcontractor personnel that are local nationals to perform outside the United States in the designated operational area.

(End of clause)

**252.203-7999 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements. (DEVIATION 2015-O0010)**

**PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-O0010)(FEB 2015)**

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available)

under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)



**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS AND EXHIBITS**

## ATTACHMENTS

<u>ATTACHMENT</u>			
<u>NO.</u>	<u>TITLE</u>	<u>PAGES</u>	<u>DATE</u>
1	Performance Work Statement (PWS)	112	10 Nov 2014
2	DD Form 254, Department of Defense Contract Security Classification Specification	3	03 Mar 2014
3	Wide Area Workflow – Receipt and Acceptance (WAWF-RA) Electronic Receiving Report And Invoicing Instructions, and Ferry Declaration Sample	2	16 Apr 2014
4	USTRANSCOM Contracted Ground Operations For Carrier Use	2	16 Apr 2014
5	Wage Determination 2009-0027, Rev. 6	3	22 Aug 2013
6	Wage Determination 1996-0460, Rev. 18	3	20 Aug 2013
7	Government-Furnished Equipment	1	10 Nov 2014
8	Award Fee Plan	3	16 Apr 2014
9	Small Business Subcontracting Plan (SBSCP)	6	27 May 2014
10	Contractor Team Arrangement Agreement (CTA)	48	09 May 2014

**PERFORMANCE WORK STATEMENT FOR CHARTER AIRLIFT SERVICES  
IN SUPPORT OF  
THE CIVIL RESERVE AIR FLEET (CRAF)  
16 April 2014**

**INDEX REFERENCE  
(Click on title to view section.)**

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## **SECTION 1 – DESCRIPTION OF SERVICES**

**1. DESCRIPTION OF SERVICES:** In support of the National Defense Authorization Act and to provide for a future viable Civil Reserve Air Fleet (CRAF) program, this contract will provide additional incentives to airlines performing missions with modern, fuel efficient and reliable aircraft. As such, the contractor (or in the case of a contractor Team Arrangement (TA), the entity of the contractor TA operating the aircraft) shall provide all personnel, training, supervision, fully operational equipment, facilities, supplies and any items and services necessary to perform international long-range and short-range airlift services during peacetime and both international and domestic airlift services during (CRAF) activation in support of the Department of Defense (DoD), unless otherwise specified in this Performance Work Statement (PWS) as Government-furnished materials or services. The Government shall be given full use of the entire aircraft, unless otherwise stated. All aircraft utilized shall be licensed, operated and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration (FAA) and Department of Transportation (DOT). In addition, all applicable rules and regulations of the United States Department of Agriculture (USDA), as well as requirements of the International Air Transport Association (IATA), shall apply. The aircraft will not be considered public aircraft while performing missions under this contract. Services under this contract shall include passenger, cargo and transportation.

**1.0.1. CRAF PROGRAM:** The CRAF Program is a national plan, based on the Defense Production Act of 1950 and Executive Order 12656, to utilize aircraft resources of U.S. air carriers, when needed to support DoD airlift requirements in an airlift emergency or national emergency. The CRAF is composed of U.S. registered aircraft owned or controlled by U.S. "air carriers" specifically allocated (by FAA registration number) for this purpose by the DOT. As used in this contract, CRAF aircraft are those allocated aircraft, which the carrier owning or otherwise controlling them, has contractually committed to the DoD, under stated conditions, to meet varying emergency needs for civil airlift augmentation of the military airlift capability. The contractual commitment of the aircraft includes the supporting resources required to provide the contract airlift. In return for a commitment to the CRAF program, airlines are afforded access to day-to-day business under this and/or other various DoD and Government Service Administration (GSA) contracts.

**1.0.2. CRAF ACTIVATION:** The activation of CRAF is accomplished and managed as described in Appendix 5. The Contractor grants the Government the unilateral right to require the airlift service to be performed hereunder up to and including the full capacity of all aircraft listed in Appendix 3A.

**1.0.2.1. STAGE I – COMMITTED EXPANSION:** Stage I may be activated for a minor regional contingency or other situation when AMC organic airlift resources cannot meet both deployment and other airlift requirements simultaneously. The Commander, USTRANSCOM may activate this Stage upon approval of the Secretary of Defense (SECDEF).

**1.0.2.2. STAGE II – DEFENSE AIRLIFT EMERGENCY:** This is the CRAF capability made available during a major theater war involving U.S. Military Forces, in case of national emergency or other domestic instances when called upon and approved by the appropriate levels of government, or when organic aircraft alone cannot provide the airlift needed for DoD operations. The Commander, USTRANSCOM may activate this Stage upon approval of SECDEF.

**1.0.2.3. STAGE III – NATIONAL EMERGENCY:** Stage III is activated for multiple major theater wars or other emergencies requiring mobilization of all DoD resources, including the total CRAF airlift capability, for worldwide emergency operations involving U.S. military forces, or national emergency or other domestic instances when called upon and approved by the appropriate levels of government.

**1.1. PASSENGER SERVICES – INTERNATIONAL/DOMESTIC:** Passenger services shall include passenger processing and boarding (when required), care of passengers in-flight, during flight delays and diversions, and post flight passenger care. Passenger service shall not be less than that provided in commercial charter service, commensurate with customs, practices and standard procedures of particular airports and countries and this PWS.

**1.1.1. CONTRACTOR REPRESENTATIVE:** A contractor representative shall be available, in person or via telephone, at all originating, enroute, turnaround, and terminating points, at least three hours in advance of all scheduled trip departures or actual arrivals (whichever is earlier). This representative shall contact the passenger

services terminal to validate mission information and review any issues that have the potential to impact the mission, coordinate with Government personnel, and shall have the authority to react to and effect necessary changes. In the event of an aircraft delay or deviation, contractor representative shall immediately be available in person to coordinate passenger care.

**1.1.1.2. PASSENGERS BOARDING AT MILITARY LOCATIONS:** Prior to boarding, the aircraft captain, lead flight attendant, or some other responsible contractor representative, shall meet with the designated troop commander to ensure there is mutual understanding of roles and responsibilities, and that all prohibited items to include knives, bayonets and hazardous materials or other prohibited items are not boarded in the passenger cabin. The troop commander acts as the primary responsible authority for all passengers on the flight and acts as a single POC liaison with the senior flight attendant.

**1.1.2. REQUIRED INFORMATION:** The contractor shall provide the following minimum information to the Government no later than 24 hours prior to departure time: type aircraft; tail number; Allowable Cabin Load (ACL) in passenger seats and pounds for all scheduled segments; cube allowable in the belly compartments; and belly weight by compartment. The contractor's representative shall sign the local station load planning form to indicate receipt of actual load breakdown.

**1.1.2.1. SEAT MAPS:** Contractor shall furnish seat maps conforming to the configuration of its aircraft, to the Transportation Reference Data Management (TRDM) program office [ustc.tcj6.trdm@us.af.mil](mailto:ustc.tcj6.trdm@us.af.mil), at least 30 days prior to the start of a channel mission or seven days after contract award, whichever is earlier. Seat map legends must clearly identify the tail number, total physical seats, and number of seats by seat pitch measurement and the location of all emergency exits and indicate seat pitch between rows. Where required seat spacing results in less rows of seats than are indicated in the aircraft's overhead numbering system, the excess row numbers and seats should be blanked out to minimize confusion.

**1.1.2.2. SEAT BLOCKING:** The Government may utilize up to the maximum standard ACL for passengers and their allowable baggage. The contractor shall not be allowed to block off any area of the aircraft for nonuse or load route support crew or equipment over the maximum standard ACL unless a waiver is received from the Administrative Contracting Officer (ACO) in advance. However, on all long-range international flights, contractors are authorized to block up to three seats for aircrew rest. These seats shall be designated and approved prior to the start of a mission and shall be easily identified as "USTRANSCOM Approved Crew Rest Seats". Unless otherwise pre-approved by the ACO, these seats may only be used for aircrew rest during mission operation.

**1.1.2.3. PASSENGER MANIFESTING:** For all passenger missions, except as provided for below in paragraph 1.1.2.3.1., the Government will perform passenger manifesting and check-in up to the point where baggage is placed on conveyor belt. At all Gateway locations, once baggage is rotated from sight, it becomes the responsibility of the carrier/ground handlers. At all military locations, the Government retains responsibility for baggage until it is loaded on the aircraft. In the event of an accident, refer to Appendix 3, page 3-1, paragraph 3.1., Aviation Disaster Family Assistance Act (ADFAA) Implementation, for additional requirements.

**1.1.2.3.1. PASSENGER PROCESSING AT NON-GATEWAY/NON-CHANNEL EXTENSION LOCATIONS:** On occasion, the Government may have requirements where passengers are aggregated at commercial airports where no AMC contracted services are in place. The carrier may be asked to subcontract these services, which shall include but not be limited to preprocessing and manifesting, passenger processing and check-in and customs arrival procedures. Exact requirements for each movement will be provided to the carrier and a cost negotiated and added to the delivery order as a miscellaneous item at the time of award.

**1.1.2.3.2. CHECK-IN COUNTERS (LEASED) AT SEATTLE-TACOMA IAP:** The air carrier shall provide six (6) common-use check-in counters from the Port of Seattle for AMC use six (6) hours prior to aircraft departure. The air carrier shall coordinate with the AMC Gateway Station Manager to ensure leased counters are identified and made available at that time. In the event of a delay and extended time is needed for usage of check-in counters, the AMC Gateway Station Manager will immediately notify the carrier representative who in-turn shall notify the Port of Seattle Airline Scheduling Coordinator.

**1.1.2.4. TRANSPORTING ADDITIONAL ITEMS:** The Government may require the contractor to transport courier material, mail, additional baggage in any amount not to exceed 1,000 pounds or Guaranteed Allowable Cabin Load (GACL), and configuration must fit in otherwise unused space within the cargo or baggage compartment of the aircraft (or both), without interference with baggage stowage.

**1.1.2.5. ACCEPTANCE OF UNACCOMPANIED CHILDREN:** Unaccompanied minors not less than 10 and up to 17 years of age shall be accepted for boarding. During flight, care of unaccompanied children is the contractor's responsibility.

**1.1.2.6. PLANNING WEIGHTS:** When available, the contractor shall use DoD provided weights for planning purposes. In the absence of DoD provided planning weights into the CENTCOM AOR, the contractor shall use 320 pounds (190 pounds per passenger plus 130 pounds baggage). All other routes shall use 245 pounds (175 pounds per passenger plus 70 pounds baggage) as the planning weight.

**1.1.2.7. WEIGHT COMPUTATIONS:**

**1.1.2.7.1. LOCATIONS WITH CURRENTLY CALIBRATED SCALES:** At locations where currently calibrated scales are available, the Government will provide the contractor with actual body weights on the passenger manifest which will include the passengers' weight and their carry-on baggage weight.

**1.1.2.7.2. LOCATIONS WITHOUT CURRENTLY CALIBRATED SCALES:** At locations where currently calibrated scales are not available, the Government will provide the contractor a passenger manifest which includes the interrogated weight of each passenger in conjunction with the following additives to determine the total weight of each individual: Boots: 4 pounds; Helmet: 3 pounds; Uniform: 3 pounds; Modular Lightweight Load-carrying Equipment (MOLLE)/Web Gear: 6 pounds; Individual Body Armor (IBA): 40 pounds; Weapon M-4: 7 pounds; Squad Automatic weapon (SAW): 17 pounds; M-9: 2 pounds; Hand Carried Baggage: 20 pounds (unless determined, through interrogation, that the carry-on exceeds 20 pounds, then an upward adjustment must be made to accommodate the extra weight.) For mixed loads of military members and their dependents (such as channel missions), the Government will provide the contractor a passenger manifest which includes the interrogated weight of each passenger in conjunction with the weight of carry-on baggage and personal items. Contractors should use FAA Principal Operating Inspector approved guidance for hand-carried baggage and personal items. All items transported in the cargo compartment of a Contractor aircraft shall be weighed.

**1.1.2.7.3. ACTUAL WEIGHTS:** The Government will weigh all items transported in the cargo compartment of a commercial aircraft in accordance with the Defense Transportation Regulation (DTR), Part III, Chapter 303, paragraph D.2.d.(5); actual weight will be provided to the contractor. To ensure actual weight data is useable for proper load planning, advance communication between the transportation officer/mobility/unit representative and air carrier must take place in time to prevent any loading delays prior to going operational.

**1.1.2.7.4. NON-APPLICABILITY:** The above weight computation provisions do not apply at commercial Non-Gateway/Non-Channel Extension locations or at Channel Extension locations. At these locations, the contractor is responsible for obtaining actual weights of passengers and all baggage IAW PWS paragraph 1.1.2.3.1.  
PASSENGER PROCESSING AT NON-GATEWAY/NON-CHANNEL EXTENSION LOCATIONS

**1.1.3. IN-FLIGHT PASSENGER SERVICES:** The contractor shall provide in-flight passenger services equal to that provided on international commercial flights.

**1.1.3.1. BAGGAGE CONTAINERS FOR PATRIOT EXPRESS (PE) CHANNEL MISSIONS:** On aircraft so equipped, contractor shall provide complete amount of serviceable baggage containers (free of holes and tears) necessary to accommodate the contracted ACL on all charter flights. The administrative contracting officer, in coordinating with HQ AMC/A4TP, may exempt stations from this requirement based on operational constraints.

**1.1.3.2. BAGGAGE COMPARTMENT RESTRAINTS:** When baggage is loose-loaded, baggage shall be adequately secured to prevent baggage from falling when opening the baggage compartment.

**1.1.4. MEAL SERVICE:** Contractor shall provide meal portions, utensils, and quality commensurate with that provided to commercial charter airlift service passengers. When requested by the COR, the contractor shall provide sample meals.

**1.1.4.1. MEAL SCHEDULE:** The contractor shall furnish hot in-flight meals and snacks in accordance with the schedule set forth below:

	<u>Local Time At Departure Station Of Mission</u>		
When a mission is scheduled to depart originating station between the hours of:	0101 – 0800 (Breakfast)	0801 – 1400 (Noon Meal)	1401 – 0100 (Evening Meal)
Meals shall be provided in the following sequence between the hours of:	0130 – 1000	1001 – 1559	1600 – 0129

**1.1.4.2. MEAL SERVICE EXCEPTION:** Required meal service shall be based on the above times and scheduled duration (in hours and minutes) of non-stop mission segments specified below:

- **SEGMENT LESS THAN 2+00:** No meal or snack required.
- **SEGMENT 2+00 to 4+00:** One snack.
- **SEGMENT 4+01 to 6+00:** One hot meal.
- **SEGMENT 6+01 to 9+00:** One hot meal plus one snack.
- **SEGMENT OVER 9+01:** Two hot meals

**1.1.4.2.1. ELAPSED TIME BETWEEN SERVINGS:** No more than six hours shall elapse between servings.

**1.1.4.2.2. MEAL SERVICE DURING MISSION DELAYS:** In the event of mission delays occurring at originating, enroute, or turnaround stations not in excess of four hours, the contractor may utilize the existing catering aboard the aircraft upon departure, or, in accordance with delay procedures, the passengers may be ground fed during the appropriate meal period.

**1.1.4.3. ENTRÉE CHOICES:** Passengers shall be offered a minimum of two entrée choices for the breakfast, lunch and dinner meals as well as providing a special meal when one is requested and the request is received from the Passenger Service Agent or government representative at least 24 hours prior to aircraft departure. Where the noon and evening meal are served on the same flight, a different entrée shall be offered for each meal. Beef products from OCONUS caterers are prohibited.

**1.1.4.4. BEVERAGE SERVICE:** Beverages shall be available to passengers throughout each leg of each mission. Full alcoholic beverage service (beer, wine, and mixed drinks) shall be made available to passengers on all contract flights subject to contractors' normal rules as to age, sobriety, charges, and schedule unless otherwise directed by the CO. Charges may be made to passengers commensurate with commercial operation for alcoholic beverages.

**1.1.4.5. FOOD AND WATER SOURCES:** Food and water provided to DoD personnel must be from a trusted and secure vendor and transported on a secure vehicle to the aircraft. Trusted and secure vendor sources can be found at: <http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDApprovedFoodSources.aspx>.

**1.1.5. PASSENGER CARE DURING DELAYS:** The contractor shall coordinate all aspects of delays to ensure adequate passenger care is provided. Airline representatives shall ensure all passengers are briefed on delay specifics; i.e. quarters, meal, and transportation provided and 24 hour contact information with specific times to either meet their transportation to return to the terminal or time to be present at the terminal for reprocessing.

**1.1.5.1. CONTROLLABLE DELAYS:** The contractor shall be required to provide the following passenger care to all manifested passengers during all contractor controllable delays: hot meals (if the delay extends over a meal period), billeting and transportation to and from feeding point and billeting.

**1.1.5.1.1. OVERNIGHT DELAYS:** Overnight billeting will be considered when the delay is more than four hours or a passenger convenience delay is declared. Passenger convenience delays and overnight billeting determinations will be declared only by the CO. For extended carrier controllable delays beyond 24 hours, commercial transportation will be considered by the CO for those passengers whose travel is mission critical. When passenger care during delays requires overnight billeting, the contractor shall ensure each delayed, unaccompanied passenger is afforded the opportunity to have a separate room, except for those desiring to share a room. The following times indicate the longest acceptable elapsed time the contractor has to deliver the last passenger to billeting after overnight billeting determinations have been declared and passengers receive their baggage:

Number of passengers on aircraft:

1 – 165	1.5 hours
166-375	2.0 hours
Over 376	2.5 hours

**1.1.5.1.2. LATE BAGGAGE ARRIVAL AND ONWARD TRAVEL CONNECTIONS — CONTRACTOR NON-REIMBURSABLE:** In the event any contract mission is delayed and the mission arrives at passenger’s manifested destination two hours or more after scheduled arrival time, or when passengers receive their baggage after the contract delivery times (see paragraph 1.2.6.1. for instances involving DV/EL passengers). Passenger care shall be in accordance with paragraphs 1.1.5.1. Controllable Delays and 1.1.5.1.1. Overnight Delays above, if required. An announcement shall be made informing passengers of the contractor’s responsibility to provide reimbursement of penalty fees imposed on them by the commercial transportation service in which they have onward transportation, describe the process and provide all materials necessary for passengers to obtain reimbursement.

**1.1.5.2. UNCONTROLLABLE DELAYS:** The contractor has no responsibility for care of passengers not yet boarded at originating, enroute, turnaround or return enroute stations during uncontrollable delays. However, if asked by the Administrative Contracting Officer (ACO) to care for the manifested passengers on a reimbursable basis, the carrier shall provide the same level of service outlined in para 1.1.5.1. All passengers on-board the aircraft after the aircraft has blocked out (including Space A passengers) are the responsibility of the contractor on a non-reimbursable basis and shall be provided the same level of passenger care as required in paragraph 1.1.5.1. Controllable Delays, as applicable. When the contractor accepts passengers for surface transportation to an alternate departure airport (i.e.: departing Andrews AFB, Maryland in lieu of Baltimore-Washington International Airport), the contractor shall provide care for the passengers.

**1.1.5.2.1. LATE ARRIVAL AND ONWARD TRAVEL CONNECTIONS—CONTRACTOR REIMBURSABLE:** In the event any contract mission is delayed at any point and the mission arrives at passenger’s manifested destination after scheduled arrival time, the CO may require the contractor to care for passengers who are unable to make onward travel connections. Care of passengers shall be limited to billeting and transportation to and from billeting arrangements in accordance with paragraph 1.1.5.1. Controllable Delays.

**1.1.6. PASSENGER CARE DURING DIVERSIONS:** The contractor shall coordinate all aspects of delays caused by diversions to ensure adequate passenger service is provided.

**1.1.6.1. PASSENGER CARE DURING CONTROLLABLE DIVERSIONS:** If the contractor over flies an enroute station due to contractor controllable reasons, the contractor shall care for the passengers awaiting transportation at the over flown station and the passengers who were to be off-loaded at the over flown station until they are delivered at the contractor’s expense to the manifested destination. Passenger care shall be provided in accordance with paragraph 1.1.5. Passenger Care During Delays.

**1.1.6.2. PASSENGER CARE DURING UNCONTROLLABLE DIVERSIONS:** If the contractor over flies an enroute station due to uncontrollable reasons, AMC will care for the passengers awaiting pickup at the enroute station. The contractor shall care for passengers on the aircraft who were to be off-loaded at the over flown enroute station until they are delivered at the contractor’s expense to the manifested destination or until such time as the Government provides air transportation. The CO will coordinate with the contractor’s representative and arrange transportation for the delayed passengers as soon as possible. When transportation is available but not used, the passengers become the responsibility of AMC. After obtaining approval from the CO, the contractor may decide to move the over flown passengers by air or ground transportation to the over flown station or care for the passengers

until the Government provides air or other transportation. For a turnaround station without any other traffic stops within the turnaround area, the CO may authorize the contractor to provide ground transportation if it will expedite passenger movement from the diversion point to and from the turnaround point.

**1.1.7. OFF-LOADING PASSENGERS SHORT OF MANIFESTED DESTINATION:** When passengers are off-loaded short of destination at the direction of the Government, the contractor is not responsible for the care of or further transportation of such passengers.

**1.1.8. NO-SHOW PASSENGERS:** When passengers are permitted to deplane during ground time while transiting a station and fail to show for departure on time, the contractor is not responsible for passenger care or further transportation. However, the contractor shall take adequate measures to brief passengers on departure time and to attempt to locate missing passengers in the terminal area.

**1.1.9. BUMPING PASSENGERS ON NON-STOP SERVICE:** The contractor shall provide non-stop service as specified in Section B line items. In the event the ACL must be reduced, for either controllable or uncontrollable reasons to provide non-stop service, the contractor shall move space-required bumped passengers on the next available scheduled service flight. In addition, Space-A passengers already in transit from a previous station and have not reached their final manifested destination will be moved on the next scheduled service flight. Care shall be provided in accordance with paragraph 1.1.5.1., Controllable Delays. In addition, if deemed appropriate by the ACO, the contracted price will be discounted by the percentage of bumped passengers. The discount will be computed in accordance with (IAW) the clause entitled “BUMPING PASSENGERS ON NON-STOP SERVICE” located in Section H.

**1.1.10. AIRCRAFT LOAD:** When an aircraft is overloaded, the contractor shall decide the number of passengers, weight, or articles that shall be carried. The passenger ACL will be reduced with the concurrence of the ACO.

**1.2. BAGGAGE SERVICES – INTERNATIONAL/DOMESTIC:** The contractor shall provide baggage services in accordance with commercial standards and as supplemented below:

**1.2.1. CHECKED BAGGAGE LIABILITY:** Individual contractor liability will be limited to the amounts specified in appropriate tariffs for international liability and in accordance with the Warsaw Convention, if applicable. Any claims over and above these dollar amounts will be filed by the passenger with the appropriate military branch (i.e. Army, Air Force, etc.).

**1.2.1.1. ADJUDICATION OF LOST, DAMAGED, PILFERED, AND FOUND CHECKED BAGGAGE OR DELIVERY CHARGES AND DAMAGE AND PILFERAGE CLAIMS:** All claims for lost, damaged, pilfered, and found baggage shall be settled with Government passengers within 60-days of the contractor receiving the case file from the Baggage Service Center (BSC). Contractor shall acknowledge receipt of case files and notify the BSC of final adjudication with the passenger. Contractor shall also provide the BSC with a list of required items needed from the passenger to expedite the final adjudication process for lost, damaged and pilfered baggage.

**1.2.1.2. DELIVERY CHARGES INCURRED AS A RESULT OF LOST OR DELAYED BAGGAGE:** All delivery charges incurred as a result of lost or delayed baggage shall be paid by the contractor with whom the claim is filed.

**1.2.1.3. BAGGAGE SERVICES AT CHANNEL EXTENSION AND NON-AMC LOCATIONS:** The baggage service requirements in para 1.2. BAGGAGE SERVICES also apply to Channel Extension and non-AMC locations. In addition, if the contractor is unable to identify the owner and an address for forwarding found or unclaimed baggage, the contractor shall contact the BSC at 1-800-851-5761 for assistance in determining the correct location to forward the baggage. The contractor is responsible for safe storage of baggage pending disposition.

**1.2.2. PETS:** Pets (cats and dogs only) shall be carried on PE service in the pressurized baggage compartment of the aircraft. The contractor and the CO will mutually agree upon the number of pets/weight to be moved in the aircraft's pressurized baggage compartments/in cabin according to aircraft type. Mutually agreed upon pet spaces/weight will not be exceeded. Contractor shall not accept the pet for shipment when the weight of the pet

carrier and enclosed pet(s) exceeds 150 pounds. Pets shall be accepted for carriage at the owner's risk and subject to the requirements of the contractor. The contractor shall make every effort to ensure the safe passage of pets in accordance with AMC Instruction (AMCI) 24-101, Volume 14. The contractor shall ensure pets will be loaded last and are properly secured prior to departure.

**1.2.2.1. LIABILITY FOR PETS:** If the contractor is unable to move pre-booked pets because of a controllable delay or equipment malfunction, the contractor shall assume liability for all billeting and subsistence for care of passengers and pets.

**1.2.2.2. IN-CABIN PET LIMITATIONS:** The Government requires the capability to accommodate three in-cabin pets on each flight, excluding service animals.

**1.2.3. SERVICE ANIMALS:** The contractor shall transport animals trained to assist physically impaired passengers according to DoD guidelines.

**1.2.4. MILITARY WORKING DOGS:** The Contractor shall transport military working dogs. The military working dogs shall be carried in accordance with FAA regulations. Military working dogs must be accompanied by a handler. Military working dogs are always manifested as cargo and moved in the cargo compartment of the aircraft with the exception of mission critical requirements and concurrence of the carrier. This should be approved on a case by case basis due to safety concerns. For channel missions (Patriot Express) military working dogs are not authorized in the cabin.

**1.2.5. NONCOMBATANT EVACUATION OPERATION (NEO) MISSIONS:** For the purpose of noncombatant or other evacuation operations, the contractor shall respond to the operation director's requirement to transport dependent family members and their pets to a designated safe haven. During NEO missions, pets will take priority over personal baggage movement in the cargo areas and may be in large numbers commensurate to the number of passengers and families. To maximize the cargo area, any number of pets can be transported in the passenger cabin in an United States Department of Agriculture (USDA) approved pet carrier that will fit under the seat. Larger pets will be presented in an approved pet carrier and transported in the aircraft's pressurized baggage compartments.

**1.2.6. BAGGAGE OFF-LOAD TIMES:** The contractor shall ensure that their ground handlers meet the baggage off-load times identified below at Gateway/Channel locations.

**1.2.6.1. DISTINGUISHED VISITOR (DV) AND EMERGENCY LEAVE (EL) BAGGAGE:** DV/EL baggage shall be treated as crew baggage and made available for pick up not later than 20 minutes after aircraft block time. This baggage must be clearly marked with DV/EL tags and is the last baggage loaded.

**1.2.6.2. FIRST BAGGAGE PIECE (CONTAINERIZED):** The first piece of containerized baggage shall be on the arrival carousel not later than 20 minutes after aircraft block, with the last piece arriving at:

<u>Number of Passengers on Aircraft</u>	<u>Time</u>
1 – 165	1 hour after block in
166 – 375	1 hour 30 minutes after block in
376 & over	2 hours after block in

**1.2.6.3. FIRST BAGGAGE PIECE (FLOOR LOADED):** The first piece of floor-loaded baggage shall be on the arrival carousel not later than 20 minutes after block time, with the last piece arriving at:

<u>Number of Passengers on Aircraft</u>	<u>Time</u>
1 – 165	1 hour after block in
166 – 375	1 hour 45 minutes after block in
376 & over	2 hours 15 minutes after block in

**1.2.6.4. PET ARRIVAL TIMES:** Pets shall be available for pickup not later than 30 minutes after aircraft block time.

**1.2.6.5. INTERLINING BAGGAGE:** Contractor shall interline baggage in accordance with commercial practices, to include a carrier representative available to assist passengers in re-checking baggage after Customs clearance.

**1.2.6.6. REBOARDING BAGGAGE:** After Customs clearance, contractor shall re-check and re-board checked baggage for in-transit passengers getting back on AMC missions.

**1.3. CATEGORY B (CAT B) CARGO SERVICE – INTERNATIONAL:** The commercial contract representative/loadmaster retains ultimate responsibility for safe cargo loading operations including overseeing safe load team operations, spotting MHE adjacent to aircraft and ensuring cargo is loaded and secured IAW Federal Aviation Regulations (FARs) and/or Performance Work Statement (PWS). Cargo and baggage may include hazardous material Classes 1 through 9 as defined in the IATA Dangerous Goods Regulation.

**1.3.1. PACKAGING AND MARKING OF CARGO:** The Government or vendor will properly pack cargo offered for air movement to prevent damage of cargo, person, or property during the flight. Shipments of material identified by the DOT as regulated must be packaged, marked and labeled in accordance with applicable FAA, IATA, and DOT regulations. If a shipment needs to be disassembled by the contractor, the contractor shall completely reassemble the shipment in its original configuration before delivery.

**1.3.2. UNAUTHORIZED RESTRICTIONS:** Prior to positioning the aircraft for flight, all unauthorized restrictions to cube shall be removed from the cargo compartment. As applicable, aircraft must be equipped with cargo sill guards when on-loading or off-loading cargo.

**1.3.3. CARGO MISSIONS ON-LOADING:** Prior to aircraft arrival, the Government will provide information on all types of cargo (i.e.: Palletized cargo, Outsized cargo, Oversized cargo, Rolling stock and Hazardous). All cargo loads will include the weight of the cargo and pallet combined when applicable. The contractor's representative or pilot in command shall provide the AMC traffic representative the planned load breakdown (aircraft capability) for each trip. This information shall be provided six hours prior to scheduled departure for narrow body and short range aircraft (including mixed aircraft) and eight hours prior to scheduled departure for wide body aircraft. The contractor shall use the local station load planning form or contractor's form, which shall include the following data: trip number and date; type aircraft; palletized and non-palletized cargo; ACL in pounds this segment; ACL in pounds critical segment; cube allowable in main compartment and belly compartments and compartment breakdown, including weight in pounds and cubic feet to assure a weight balance center of gravity within aircraft limitation. The contractor shall sign the local station compartment breakdown indicating approval of load breakdown.

**1.3.4. WEIGHT AND BALANCE:** The contractor shall be responsible for weight and balance of the cargo loading and shall make a visual check of cargo load and, if required, indicate approval of loading by signing the station compartment breakdown.

**1.3.5. AIRCRAFT LOADING:** The Government will be responsible for the accuracy of the weights entered on the form by the loading supervisor. The Government will load the aircraft according to the contractor provided planned load breakdown. The Government representative will furnish the contractor personnel with flight manifests listing the cargo to be moved. The Government will provide shoring as required.

**1.3.6. DOOR TO DOOR SERVICES:** Carriers are to provide full plane load door to door, port to door or door to port services that may include trucking, storage, packing, palletization or additional services as described. Door to Door Services (H-26), if applicable, will be specified at the task order level.

**1.3.7. BLUE BARK:** Cargo accompanied by a BLUE BARK passenger at the commercial facility normally is accepted from the Government at planeside and delivered to the Government at planeside, unless directed by special contract provisions requiring pickup and delivery at a particular location.

**1.3.8. FUEL ON-LOAD:** The contractor shall compute estimated fuel on-load when the government provides the information on cargo available for movement, reference paragraph 1.3.3. The contractor shall



request actual fuel load at the same time the planned load breakdown is provided to the government for each mission.

**1.3.9. MECHANIZED LOADING:** Aircraft shall be equipped with mechanized roller systems and rail systems that are fully compatible with 463L configured pallets and equipment.

**1.3.9.1. ADDITIONAL TIE DOWN EQUIPMENT:** When additional tie down equipment is necessary to secure the loaded pallet to the aircraft, and prior coordination is made, the contractor shall furnish it. The contractor shall provide sufficient quantities of tie down equipment for separate tie down of heavy items such as engines or other types of cargo that must be secured separately.

**1.3.10. HAND LOADING:** When aircraft requires hand loading, the contractor shall ensure the aircraft is loaded in accordance with FAA requirements. Aircraft may be solid loaded provided it complies with FAR 25.857(e). Under solid loading, a fire aisle is not required. The contractor shall provide sufficient quantities of tie down equipment, including separate tie down of heavy items such as engines or other types of cargo that must be secured separately.

**1.3.11. CONTRACTOR REPRESENTATIVE:** A contractor representative shall be available, in person or via telephone, at all originating, enroute, turnaround and terminating points. At the originating station of a cargo mission, contractor personnel shall be available four hours prior to scheduled departure time for narrow body aircraft and six hours prior to scheduled departure time for wide body aircraft. At all enroute, turnaround and terminating points, a contractor representative shall be available at least three hours in advance of all scheduled trip departures or actual arrivals, whichever is earlier. This representative shall be responsible for providing necessary information and coordinating with Government personnel, and shall have the authority to react to and effect necessary changes.

**1.3.12. CARGO DELAYED ENROUTE:** If it is necessary to off-load cargo at any enroute commercial facility other than at the direction of the CO, the contractor shall immediately notify the ACO of its arrangements for movement of cargo to the originally consigned designation. The contractor shall be responsible (at his expense) for off-loading and safeguarding such cargo from loss, theft or damage by the elements or other causes and for moving the cargo to its originally consigned designation unless the contractor is relieved of this responsibility by the ACO. The provisions of the clause entitled "DEFICIT TRAFFIC", located in Section H, apply in determining whether the contractor should be charged a deficit.

**1.3.12.1. CARGO SAFEGUARDING:** In the event of an incident or accident, the contractor shall be responsible for providing continuous protection of all cargo aboard the aircraft and for delivery of the cargo to the point designated by the ACO. Any expenses incurred by the contractor in connection with safeguarding cargo off-loaded at the direction of the ACO at any commercial field will be reimbursable to the contractor.

**1.3.13. SPECIAL CARGO (SIGNATURE SERVICE):** The contractor shall provide signature service from origin to destination of the shipment for registered mail, AMC pouches, high value cargo, and life or death urgency shipments. The purpose of signature service is to provide continuous responsibility for custody of the material during transit. A contractor station representative or crewmember, who must be a US national, shall be responsible for signing for such shipments at station of origin and obtaining the signature of an authorized Government representative at destination. The DD Form 1907, *Signature and Tally Record*, or the manifest accompanying the shipment may be used to sign for shipments. At enroute military stations, the Government will secure shipments during the ground time of the aircraft if requested through the Operations Center or Command Post at least one hour prior to landing. At enroute commercial stations, the contractor shall provide its own security. When a crew change is made enroute, the contractor's station representative shall be responsible for briefing the incoming crew of the signature service shipments on board the aircraft.

**1.3.13.1. UNSCHEDULED INTERRUPTION ON FLIGHTS CONTAINING SIGNATURE SERVICE:** In the event a flight containing signature service material is delayed, interrupted or terminated at an unscheduled point, immediate notice shall be given to the ACO. Prompt and strict compliance with instructions received pertaining to the security of the material shall be maintained.

**1.3.14. TRANSPORTING HAZARDOUS CARGO:** The Government will ensure all hazardous materials are properly prepared and cleared for air movement prior to loading the aircraft. Prior to departure, the Government will furnish the pilot in command a written briefing to include the following information: proper shipping name, United Nations (UN) number, and hazard class and division; quantity in terms of weight or volume; location of the hazardous item in the aircraft; net explosive weight (NEW) for UN Hazard Class 1; passenger authorization; cabin smoking restrictions; and special handling instructions. When transporting hazardous material on cargo flights, the contractor shall transport material in accordance with Air Force Manual (AFMAN) 24-204(I) as provided by the DOT Exemption 7573 or 9232, as appropriate. Whenever hazardous materials are on board the aircraft, the pilot in command or designated representative shall enter the following information in the remarks section of the flight plan: proper shipping name, classification, and NEW; and shall advise the tower or ground control prior to taxiing and landing. Identification shall include aircraft identification number, NEW, or quantity of other hazardous materials, hazard class/division proper shipping name, UN number, and Estimated Time of Arrival (ETA)/Estimated Time of Departure (ETD). Refer to Appendix 3, paragraph 9.0. Hazard Reporting.

**1.3.14.1. REQUIRED REGULATION:** Contractor shall ensure each aircraft transporting explosives and other hazardous materials has on board a current copy of the International Civil Aviation Organization (ICAO), "Emergency Response Guidance for Aircraft Incidents Involving Dangerous Goods" handbook.

**1.3.15. AIRCRAFT LIGHTING:** Lighting system will sufficiently illuminate all loading compartments of the aircraft ensuring safe conditions for cargo loading and unloading operations.

**1.3.16. SEATS FOR GOVERNMENT SPONSORED PERSONNEL ON CARGO AIRCRAFT:** The Government will advise the contractor 24-hours prior to scheduled departure of the mission of the number of seats required. When requested, the contractor shall provide two seats at no extra cost for Government sponsored personnel in the heated portion of the aircraft. During an operational stop or carrier controllable delay, the contractor shall be required to provide courier lodging, meals, and ground transportation. In the event the contractor requires an augmented crew for immediate mission support, prior approval by the ACO is required. When requested and subject to the availability of space and configuration of the aircraft, a third seat shall be provided at no additional cost. In addition, such seats may be used by Contract Administrators (CAs), DoD CRAF Safety Observers (SOs), and CORs in performance of their duties. The seats may be jump, observer, or passenger seats and must be readily accessible to the crew compartment. These seats shall be provided on ferry legs of cargo flights, on a space available basis, for use by CAs, SOs, and CORs in performance of their duties.

**1.3.16.1. MEALS FOR GOVERNMENT SPONSORED PERSONNEL ON CARGO AIRCRAFT:** Government sponsored personnel on cargo aircraft shall be served a meal or snack equivalent to that served to flight crew members.

**1.3.17. OUTSIZED CARGO (MAXIMUM PAYLOAD: 120 S/TONS):** Performance requires aircraft equipped with rear loading ramp and nose loading. The aircraft shall be capable of transporting outsized cargo and heavy equipment. Cargo to be transported is expected to exceed dimensions of a B-747. Maximum payload: 120S/Tons.

**1.3.17.1. THIRD COUNTRY NATIONALS (TCNs) ASSOCIATED WITH OUTSIZED CARGO MISSIONS.:** In order to comply with third country national reporting requirements from other governments, the U.S. Government requires a listing of the full names (in both English and the contractor's native language) and a scanned copy of the passport photo page for all flight crew members and technicians. Copies of the passport photo pages are to be provided on compact disk (CD) or digital video disk (DVD) to the ACO at USTRANSCOM/TCAQ-C. Quarterly updates to the TCN listing are required in Jan, Apr, and July. The quarterly updated information is to include (a) notice of separated crew members/technicians and (b) full names of newly hired crew members/technicians along with a copy of the passport photo page. Quarterly updates are to be provided on CD or DVD to the ACO at USTRANSCOM/TCAQ-C.

**1.3.18 RESTRICTED AIRFIELDS:** Performance may require airlift services not currently available directly from US certificated carriers. Aircraft used for this requirement must be able to fly in foreign restricted areas. The contractor may perform these services by subcontracting to a foreign contractor who is DoD approved pursuant to 32 CFR 861.

**1.3.19. HAND SIGNALS:** All commercial carriers must adhere to operating instructions as prescribed in T.O. 36M-1-141, 463L Material Handling Equipment System (19 November 1974, Change 2 - 9 June 2000). Specifically, carriers are to follow paragraphs 1-21 a through k, 2-72 through 2-75 and figures 2-28 through 2-31. This will ensure safety when loading an aircraft and standardize the use of hand signals while approaching with material handling equipment (MHE). Requests for a copy of this instruction should be referred to AFLCMC/WNZEB, 235 Byron Street, Suite 19A, Robins AFB GA 31098-1670 or (478) 222-1675.

**1.4 MIXED PASSENGER AND CARGO AIRCRAFT – INTERNATIONAL:**

**1.4.1 TYPE OF AIRCRAFT:** Aircraft used for mixed passenger and cargo operations shall be pressurized, weather avoidance radar equipped, and capable of carrying mixed traffic. They shall also have a nose, side forward, or side aft loading cargo door. All the provisions of paragraph 1.1 and 1.2 will apply to the passenger operation. All the provisions of paragraph 1.3 above will apply to the cargo operation.

**1.4.2 BARRIER NETS:** Contractor shall furnish barrier type nets for belly compartment of aircraft when in mixed configuration.

**1.4.3 MODIFYING THE CLASS B CARGO COMPARTMENT:** The contractor shall comply with the Federal Aviation Administration Airworthiness Directives 93-07-15, and accomplish one of the four options to modify the Class B cargo compartment.

**1.4.3.1. FIRE CONTAINMENT COVERS:** If fire blankets are used IAW Option 3, fire containment covers (FCCs) must be placed on all pallets of cargo transported in the class B cargo compartment of combination aircraft. The contractor shall furnish, transport, repair and replace sufficient FCCs to maintain enough serviceable FCCs on each operational aircraft. Carriers will use their standard commercial practice to determine if an FCC is serviceable. Furthermore, the U.S. Government will be responsible for covering and uncovering pallets with the FCCs. If FCC-covered pallets are taken away from the aircraft (assuming pallets are not covered and uncovered aboard the aircraft) the U.S. Government will ensure an adequate number of FCCs are returned to the aircraft prior to its next departure. The U.S. Government is responsible for folding and stowing unused FCCs. Should FCC's need to be replaced due to being unserviceable, it is the joint responsibility of the contractor and the U.S. Government to perform a swap with the belly FCC's.

**SECTION 2 – SERVICE DELIVERY SUMMARY (SDS)**

**2. SDS – DISCREPANCIES:**

	<b>DISCREPANCY</b>	<b>PWS PARAGRAPH(S)</b>	<b>PERFORMANCE THRESHOLD</b>
1.	Passenger, Cargo and General Operations Discrepancies as outlined in Tables 1, 2 and 3 below	Refer to below tables for individual discrepancies, weighting and PWS references	95% or higher computed on a rolling four-month average for carriers with 20 or more departures for passenger missions 15 or more for cargo missions International – *(See paragraph 2.6.2 below for specific computation information) Domestic – (See paragraph 2.7.2 below)

**2.1. SDS – RELIABILITY:**

	<b>SCHEDULE RELIABILITY</b>	<b>PWS PARAGRAPH(S)</b>	<b>PERFORMANCE THRESHOLD</b>
1.	Provide on-time arrival for all whole plane charter missions	1.0., 1.1., 1.2., 1.3.	All aircraft arrive within one (1) hour after the scheduled arrival time computed on a rolling four-month average for carriers with 20 or more passenger; 15 or more cargo missions International – (See paragraph 2.6.1 below) Domestic – (See paragraph 2.7.1 below) (H-26 not applicable)

**2.2. SDS – CRAF ACTIVATION:**

	<b>DISCREPANCY</b>	<b>PWS PARAGRAPH(S)</b>	<b>PERFORMANCE THRESHOLD</b>
1.	Provide Aircraft within Required Timeframe	App 5, 2.10.	100%
2.	Expand Resources as Required to Support 24 hour per day Operations Center	App 5, 3.2.	100%

**2.3. TABLE 1 – PASSENGER DISCREPANCIES:**

	<b>CRITICAL</b>	<b>PWS PARAGRAPH(S)</b>	<b>PERFORMANCE THRESHOLD</b>
1.	Contractor Representative available within required times	1.1.1.	No mission impact identified. No validated customer complaints.
2.	Passenger Care during delays and diversions	1.1.5., 1.1.5.1., 1.1.5.1.1., 1.1.5.1.2., 1.1.5.2., 1.1.5.2.1., 1.1.6., 1.1.6.1., 1.1.6.2	No validated discrepancies or customer complaints.
3.	Pets	1.2.2., 1.2.2.1., 1.2.2.2.	No pet incident, injury or death caused by contractor fault.
	<b>MAJOR</b>	<b>PWS PARAGRAPH(S)</b>	<b>PERFORMANCE THRESHOLD</b>
1.	Passenger Services	1.1	No validated discrepancies.
2.	Sanitation	1.1., 1.1.3.	No validated discrepancies.
3.	Seat Blocking	1.1.2.2	No validated discrepancies.
4.	Baggage Containers	1.1.3.1.	No validated discrepancies.
5.	Baggage Compartment Restraints	1.1.3.2., 1.4.2	No validated discrepancies.

6.	Food Service (Failure to provide all passengers meal service)	1.1.4., 1.1.4.1.	No validated discrepancies.
7.	Baggage Off-Load Times	1.2.6., 1.2.6.1., 1.2.6.2., 1.2.6.3	No validated discrepancies.
8.	Seat Maps	1.1.2.1	No validated discrepancies.
	<b>MINOR</b>	<b>PWS PARAGRAPH(S)</b>	<b>PERFORMANCE THRESHOLD</b>
1.	In-flight passenger services	1.1.3	No validated discrepancies.
2.	Food Service (Other than failure to provide all passengers meal service)	1.1.4, 1.1.4.1., 1.1.4.2.	No validated discrepancies.
3.	Settlement of Claims	1.2.1., 1.2.1.1., 1.2.1.2.	No validated discrepancies.

**2.4. TABLE 2 – CARGO DISCREPANCIES:**

	<b>CRITICAL</b>	<b>PWS PARAGRAPH(S)</b>	<b>PERFORMANCE THRESHOLD</b>
1.	Provide signature service from origin to destination.	1.3.13., 1.3.13.1.	Acceptance and continuous responsibility for custody of material during transit.
2.	Contractor Representative available within required times	1.3.11.	No mission impact identified. No validated customer complaints.
	<b>MAJOR</b>	<b>PWS PARAGRAPH(S)</b>	<b>PERFORMANCE THRESHOLD</b>
1.	Provide seats and services for Government Sponsored Personnel	1.3.16., 1.3.16.1.	Seats and services are available when requested by the ACO 24 hours in advance
2.	Cargo compartment serviceable with no obstructions	1.3., 1.3.2., 1.3.9.	100%
3.	Provide Aircraft Lighting	1.3.15.	Sufficient to illuminate potential floor tripping hazards, overhead clearance, and cargo loading doors.
4.	Safety Barriers	4.7.	No validated discrepancies.
	<b>MINOR</b>	<b>PWS PARAGRAPH(S)</b>	<b>PERFORMANCE THRESHOLD</b>
1.	Provide tie-down fittings and devices	1.3.9.1.	Available in sufficient quantities when required

**2.5. TABLE 3 – GENERAL OPERATIONS:**

	<b>CRITICAL</b>	<b>PWS PARAGRAPH(S)</b>	<b>PERFORMANCE THRESHOLD</b>
1.	Failure to obtain approval for extended parking.	5.10., 5.10.1, 5.10.2	No validated discrepancies.
	<b>MAJOR</b>	<b>PWS PARAGRAPH(S)</b>	<b>PERFORMANCE THRESHOLD</b>
1.	All aircraft systems fully operational	1.0.	No mission impact identified
2.	Safety Barriers	4.7.	No validated discrepancies.
3.	Aircrew/Ground Crew Safety Violation	1.0	No validated discrepancies

**2.6. NOTES - INTERNATIONAL**

**2.6.1. SCHEDULE RELIABILITY FOR CHARTER MISSIONS:**

**2.6.1.1.** The contractor's schedule reliability rate shall be based on on-time arrivals and computed for any rolling four-month period by subtracting the total number of contractor-controllable delays during the four-month period, from the contractor's total number of scheduled originating and turnaround missions operated in that four-month period, and dividing the remainder by the contractor's total number of scheduled originating and turnaround missions operated for the period. In the event a contractor had a CRAF contract the previous year in which the reliability rate was based on on-time arrivals, the schedule reliability for the previous year will be used in

determining schedule reliability for the first four months of this contract. This reliability rate computation shall be made as of 2400 hours Greenwich Mean Time (GMT) on the last day of each calendar month.

**NOTE:** A carrier performing both cargo and passenger missions will have a separate schedule reliability rate for each type of mission. ACL reductions due to poor reliability will be applied only to newly awarded missions of the same mission type or to quarterly buys of the same mission type.

**2.6.1.1.1.** Contractor-controllable delays exceeding 8 hours will be counted as one (1) delay. Contractor controllable delays extending from 61 minutes up to 8 hours will be counted as one-half (0.5) delay. A contractor-controllable delay of one hour or less will not be counted in the schedule reliability rate.

**2.6.1.1.2.** Contractor's schedule reliability rate will be calculated to the nearest whole number. Less than .5 will round down and .5 or more will round up. For example, a carrier has 18 contractor-controllable delays for the three-month period. Total missions operated are 349. Reliability rate is calculated as 331 divided by 349 = .948 or 95%.

**2.6.1.2.** The schedule reliability rate, which is based on the combination of total worldwide arrivals, may be measured and enforced in two ways and each contractor performing hereunder is obligated to meet the standard in each of those ways. First, the requirement applies to all services performed under this contract by any one contractor whether or not the contractor is performing as a member of a contractor Team Arrangement (TA). Second, in the event of a contractor TA, the reliability requirement applies also to the aggregate performance under the contract by all members of the contractor TA. (Each member of the contractor TA bears joint and several liability for failure of either the contractor TA in the aggregate, or its individual contractor members performing hereunder, to meet the schedule arrangement in the aggregate, or its individual contractor members performing hereunder, to meet the schedule reliability requirement.)

**2.6.1.3.** A delay shall be deemed to have occurred at the mission's final arrival/offload destination if the contractor's aircraft arrives at the blocks more than one (1) hour after the scheduled arrival time. The scheduled arrival time shall be as established in accordance with Section 4, Paragraph 4.21 of the PWS, Section F paragraph titled "SCHEDULES," and published schedules in the Operations Bulletin as amended by scheduling messages. The scheduled arrival time at a mission's final arrival/offload destination station shall be subject to revision as hereinafter provided. For reliability purposes, missions will be evaluated as a one-way mission, a round-trip (two missions with a turnaround station, , or a mission group (two or more SAAM, exercise, and contingency missions, grouped together by the CO and scheduled to fly successively on the same aircraft).

**2.6.1.3.1.** For mission groups, the controllable delay time experienced on a mission will be added to the next mission(s) to determine the scheduled arrival time. Thus, if a mission blocks in one (1) hour or less after the adjusted scheduled arrival time, which is the original scheduled arrival time plus the cumulative delay of any previous mission(s) within the same mission group, an additional delay will not be deemed to have occurred. If a mission blocks in more than one (1) hour after the adjusted scheduled arrival time, a new delay shall be deemed to have occurred on that mission, and the CO will determine if it is a controllable or uncontrollable delay. The next mission within the group (if applicable) will then have its arrival time adjusted based on the cumulative delay of any previous mission(s). The contractor is required to originate all subsequent AMC missions with that aircraft on schedule, with his own aircraft or substitute service. The determination of whether a delay to a subsequent mission is the sole and direct consequence of delay to an earlier mission will be made by the CO. All passenger care requirements for contractor-controllable delays as required in paragraph 1.1.5. Passenger Care During Delays through 1.1.6.2. Passenger Care During Uncontrollable Diversions shall apply to all affected missions.

**2.6.1.3.2.** Additionally, if a mission experiences a contractor-uncontrollable delay, this delay time shall be added to the scheduled arrival time of the mission(s) comprising the next subsequent AMC one-way, round-trip, or mission group, with the resultant delay(s) charged as contractor-uncontrollable. This will give the contractor sufficient recovery time to return to schedule or obtain substitute service for all follow-on missions.

**2.6.1.3.3.** The contractor-uncontrollable delay time experienced on a previous mission shall not be added to any additional mission beyond the next subsequent AMC one-way, round-trip, or mission group. The contractor is required to originate and arrive as scheduled for follow on missions beyond what is permitted in 2.6.1.3.2.

**2.6.1.4.** When a contractor-controllable delay occurs that can be reduced in duration by rescheduling aircraft assigned to other missions (reflow), with consequent delay to the other mission(s), the CO may approve such reflow and charge only the original delay to the contractor's total controllable delays, if the CO determines that the Government will benefit from the reflow. All passenger care requirements for contractor-controllable delays as required in paragraph 1.1.5. Passenger Care During Delays through 1.1.6.2. Passenger Care During Uncontrollable Diversions, shall apply to all affected missions.

**2.6.1.5.** Carrier Performance – Passenger Missions: The contractor, and in the case of a contractor TA, each carrier operating passenger missions shall maintain an 85% (percent) passenger schedule reliability rate as the minimum acceptable standard of performance, based on 20 or more passenger missions during a four-month period, in which a round trip equals two missions. Where volume is less than 20 missions, reliability will be reviewed on a case-by-case basis. Failure to maintain an 85% schedule reliability rate for a four-month period will be reason for termination, pursuant to the Contract Clause entitled "Default," located in Section I. However, nothing in this paragraph shall limit the right of the Government to terminate this contract for other reasons or to limit any other rights and remedies provided the Government by law or under this contract.

**2.6.1.5.1.** If a carrier's schedule reliability rate falls below an average of 95%, to a range of 90% to 94% for a four-month period, the Government will, pursuant to this Section, reduce the standard ACL payment for the aircraft type by 1% on all newly awarded passenger missions during a one month period commencing on the 1<sup>st</sup> of the month following the four-month period on which the reliability was computed, until the last calendar day of that month.

**2.6.1.5.2.** If a carrier's schedule reliability rate falls below an average of 95%, to a range of 86% to 89% for a four-month period, the Government will, pursuant to this Section, reduce the standard ACL payment for the aircraft type by 2% on all newly awarded passenger missions during a one month period commencing on the 1<sup>st</sup> day of the month following the four-month period on which the reliability was computed, until the last calendar day of that month.

**2.6.1.5.3.** If a carrier's schedule reliability rate falls below an average of 95%, to a range below 86% for a four-month period, the Government's first course of action, pursuant to this Section, will be to not order passenger expansion transportation services for a minimum of one month. The one month period shall commence on the 1<sup>st</sup> of the month following the four-month period on which the reliability was computed, until the last calendar day of that month. If passenger missions are awarded during that period, the Government will reduce the standard ACL payment for the aircraft type by 2% on all missions the contractor is asked to schedule during the one month period.

**2.6.1.5.4.** For example, poor reliability computed on January through April missions operated with a 400 seat B-747 will result in a reduced pay ACL of 396 seats at a 1% reduction or 392 seats at a 2% reduction on missions which the contractor is asked to schedule from 1 May until 31 May, regardless of when AMC actually accepts the schedule. For quarterly buys, the government will allow carriers who have not met the 95% passenger reliability rate to be awarded their full entitlement for the four-month quarterly buy. However, if the carrier is asked to schedule these awards during the one month time period when the carrier is subject to a 1% or 2% reduction, that reduction will apply to the next month's missions. As long as the carrier achieves 95% reliability rate during the following period, no further reductions will be taken. However, if the carrier's reliability remains under 95% for the following one month period, the requisite reduction will be applied to missions operating in the second month of the quarterly buy. For example, the quarterly buy is solicited and offers are due on February 23. For the time period, 1 March through 31 March, Carrier A has not achieved a 95% reliability rate for the previous 4 months. Missions operated during the first month of the quarterly buy (April) are subject to a 1% or 2% reduction. Provided the carrier's reliability reaches 95% during the next reporting period and it is not subject to further reductions from 1 Apr to 30 Apr, no further reductions are taken. However, if the carrier's reliability still does not meet 95% for the period 1 April – 30 April, a reduction, 1% or 2%, will be applied to missions operating during the second month of the quarterly buy (ie: May). This process would continue for all four months of the quarterly buy.

**2.6.1.6. Carrier Performance – Cargo Missions:** The contractor, and in the case of a contractor TA, each carrier operating cargo missions shall maintain an 85% (percent) cargo schedule reliability rate as the minimum acceptable standard of performance, based on 15 or more cargo missions during a four-month period, in which a round trip equals two missions. Where volume is less than 15 missions, reliability will be reviewed on a case-by-case basis. Failure to maintain an 84% schedule reliability rate for a four-month period will be reason for termination pursuant to the Contract Clause entitled "Default," located in Section I. However, nothing in this paragraph shall limit the

right of the Government to terminate this contract for other reasons or to limit any other rights and remedies provided the Government by law or under this contract.

**2.6.1.6.1.** If a carrier's schedule reliability rate falls below an average of 92%, to a range of 89% to 91% for a four-month period, the Government will, pursuant to this Section, reduce the standard ACL payment for the aircraft type by 1% on all newly awarded cargo missions during a one month period commencing on the 1<sup>st</sup> of the month following the four-month period on which the reliability was computed, until the last calendar day of the that month.

**2.6.1.6.2.** If a carrier's schedule reliability rate falls below an average of 92%, to a range of 86% to 88% for a four-month period, the Government will, pursuant to this Section, reduce the standard ACL payment for the aircraft type by 2% on all newly awarded cargo missions during the a one month period commencing on the 1<sup>st</sup> of the month following the four-month period on which the reliability was computed, until the last calendar day of the that month.

**2.6.1.6.3.** If a carrier's schedule reliability rate falls below an average of 92% to a range of less than 86% for a four-month period, the Government's first course of action, pursuant to this Section, will be to not order cargo expansion transportation services for a minimum of one month. The one month period shall commence on the last day of the month following the four-month period on which the reliability was computed, until the last calendar day of that month. If cargo missions are awarded during that period, the Government will reduce the standard ACL payment for the aircraft type by 2% on all missions the contractor is asked to schedule during the one month period.

**2.6.1.6.4.** For example, poor reliability computed on January through April missions operated with a 90 Ton B-747 will result in a reduced pay ACL of 0.9 Tons at a 1% reduction or 1.8 Tons at a 2% reduction on missions which the contractor is asked to schedule from 1 May until 31 May, regardless of when AMC actually accepts the schedule. For quarterly buys, the government will allow carriers who have not met the 92% cargo reliability rate to be awarded their full entitlement for the four-month quarterly buy. However, if the carrier is asked to schedule these awards during the one month time period when the carrier is subject to a 1% or 2% reduction, that reduction will apply to the next month's missions. As long as the carrier achieves 92% reliability rate during the following period, no further reductions will be taken. However, if the carriers reliability remains under 92% for the following one month period, the requisite reduction will be applied to missions operating in the second month of the quarterly buy. For example, the quarterly buy is solicited and offers are due on February 23. For the time period, 1 March through 31 March, Carrier A has not achieved a 92% reliability rate for the previous 4 months. Missions operated during the first month of the quarterly buy (April) are subject to a 1% or 2% reduction. Provided the carrier's reliability reaches 92% during the next reporting period and it is not subject to further reductions from 1 May to 31 May, no further reductions are taken. However, if the carrier's reliability still does not meet 92% for the period 1 April – 30 April, a 1% or 2% deduction will be applied to missions operating during the second month of the quarterly buy (i.e., May). This process would continue for all four months of the quarterly buy.

## **2.6.2. DISCREPANCY PERFORMANCE RATE:**

**2.6.2.1. Passenger, Cargo and General Operations discrepancies are divided into three categories:** Critical, Major and Minor. The following criteria applies to each category: One (1) critical discrepancy equals two (2) violations; one (1) major discrepancy equals one (1) violation; and three (3) minor discrepancies equal one (1) violation.

**2.6.2.2.** A contractor's discrepancy performance rate will be computed on a monthly basis to determine the level of contract violations. This rate is computed by dividing the total number of mission segments performed during the period into the total number of discrepancies for that period. Mission segment inspections will be performed at stations in the routing, including origination, turnaround and enroute, where COR or a CA can inspect the aircraft. The discrepancy performance rate will be computed as soon as possible after USTRANSCOM/TCAQ-C receives the monthly discrepancy reports.

**2.6.2.3.** The contractor's schedule acceptability rate will be calculated to the nearest whole number. Less than .5 will round down and .5 or more will round up. For example, a carrier has 18 discrepancies (e.g., violations) for the four-month period. Total mission segments operated are 349. Acceptability rate is calculated as 331 divided by 349 = .948 or 95%.



**2.6.2.4.** A discrepancy will be established whenever the contractor's aircraft or service is in violation of the items outlined in this SDS. During an inspection, each type of discrepancy will be counted only once (i.e. multiple bags not delivered within baggage off-load times will be one major discrepancy). The overall performance threshold for all discrepancies is an average of 95% for a consecutive four-month period with a total of 20 or more departures from originating and turnaround stations. Where volume is less than 20 departures, discrepancies will be reviewed on a case-by-case basis. Failure to maintain a performance threshold of 95% or more may be reason for termination, pursuant to the clause entitled "Default", located in Section I. Nothing in this paragraph shall limit the right of the Government to terminate this contract for other reasons or to limit any other rights and remedies provided the Government by law or under this contract.

**2.6.2.5.** If a contractor's performance threshold falls below 95% for a four-month period, the Government may elect not to order expansion airlift for a minimum of one month. The one month period shall commence on the 1<sup>st</sup> of the month following the four-month period on which the discrepancy rate was computed until the last calendar day of that month. If missions are awarded to the contractor, the Government will negotiate a reduction in the ACL paid on all missions the contractor is asked to schedule during the one month period. The typical reduction negotiated for a poor discrepancy rate is 2% of the standard ACL for the aircraft type.

**2.6.3. INSPECTION PROCEDURES:** Inspections will be accomplished in accordance with (IAW) table 2.0 through 2.5 above and the Quality Assurance Surveillance Plan (QASP) (Attachment 9).

## **2.7. NOTES - DOMESTIC:**

### **2.7.1. SCHEDULE RELIABILITY:**

**2.7.1.1. SCHEDULE RELIABILITY REPORTING:** Schedule Reliability refers to a record of both Contractor-controllable and Contractor-uncontrollable delays. A record of both the Contractor's controllable and uncontrollable delays will be tracked and documented by the ACO. At the end of each quarter (Dec, Mar, Jun, Sep) the ACO will provide to the Contractor a copy of the Schedule Reliability for that quarter. The CO may consider the Contractor's reliability record when making future awards.

**2.7.1.1.1.** The Contractor's schedule reliability rate, which is based on the combination of total departures worldwide, shall be computed for each month by subtracting the total number of contractor-controllable delays from the Contractor's total number of scheduled originating and turnaround station departures and dividing the remainder by the Contractor's total number of scheduled originating and turnaround station departures for the month. The originating station is defined as the initial onload station of a mission. The turnaround station is defined as that station of a round-trip mission where the mission number changes.

**2.7.1.1.2.** The Contractor shall maintain a 95 percent schedule reliability rate for passenger or 92 percent schedule reliability rate for cargo as the minimum acceptable standard of performance, based on the total number of arrivals during the month.

### **2.7.2. DISCREPANCY PERFORMANCE RATE:**

**2.7.2.1. DISCREPANCY PERFORMANCE RATE COMPUTATION:** Discrepancy performance rate shall be computed on a monthly basis to determine the level of violations. This rate is computed by dividing the total number of missions performed during the month into the total number of discrepancies for the month. Mission inspections shall be performed at all stations in the routing, including origination, turnaround, and en route, where the aircraft can be inspected by a CA or COR. The discrepancy performance rate shall be computed as soon as possible after the monthly discrepancy reports are received by TCAQ-CM.

**2.7.2.2. DISCREPANCIES:** A discrepancy shall be established whenever the contractor's aircraft or service is in violation of the terms and conditions of the order issued under this contract and shall be documented on a Contract Violation Notice, USTRANSCOM Form 166b. During an inspection, each type of discrepancy will be listed only once on an USTRANSCOM Form 166b (e.g., insufficient number of meals--one discrepancy, etc.). A USTRANSCOM Form 166b will not be issued for a contractor controllable delay since these violations are included in the schedule reliability rate.

**2.7.2.3. MINIMUM ACCEPTABLE STANDARD OF PERFORMANCE:** The minimum acceptable standard of performance under this contract shall be a discrepancy performance rate not to exceed (NTE) five (5) percent, as an average, for each month, based on the total number of departures from originating and turnaround stations.

**2.7.2.4. QUARTERLY PERFORMANCE DISCREPANCY REPORT:** At the end of each quarter, the ACO will provide to the Contractor a performance discrepancy report for the months of that quarter. The CO will consider the Contractor's performance discrepancy reports when making future awards.

### **SECTION 3 – GOVERNMENT-FURNISHED PROPERTY AND SERVICES**

**3. GENERAL INFORMATION:** When Government or Enroute Support Services (ERS) or resources are available, and IAW intra-agency and intra-Government agreements, the Government will furnish necessary equipment and personnel to provide the following services at military or commercial installations (originating, enroute, and terminating stations) at no cost to the contractor except as otherwise provided in this Section. The contractor shall coordinate with the COR or Airfield Manager where performance is to occur to ensure those services needed are available to complete the mission. These services will also be provided at AMC APOEs when contractor's aircraft are scheduled in a manner to preclude depositioning to home maintenance base between missions as determined by the ACO.

**NOTE:** All carriers transiting through the AMC Enroute System shall provide technical data necessary for routine servicing of their aircraft (i.e. re-fueling, de-icing, and towing requirements) to AMC Enroute units as required. Carriers shall ensure that AMC Enroute units are notified when routine servicing technical data is updated.

#### **3.1. TRANSIENT ALERT AND RAMP SERVICES:**

- Landing.
- Follow-me vehicle.
- Pushback and Towing (when requested by a location, training shall be provided by the contractor).
- Parking.
- Chocking and grounding of aircraft.
- Positioning, connecting, operating, and depositioning of aircraft ground power unit.
- Fireguard for engine starts.
- Positioning, connecting, operating, and depositioning of engine start carts.
- Positioning, operating, and depositioning of compressor for airing of struts and tires.
- Nitrogen may be used when available to inflate aircraft tires on a non-reimbursable basis. A qualified technical contractor representative shall be present to supervise, provide all required attachment fittings, and service the items.
- Position and deposition aircraft jacks for tire changes. Military owned jack will be provided if a suitable jack is available. A technically qualified contractor representative shall advise what capacity jack is required, and whether using military or commercial jack, the contractor representative shall jack the aircraft.
- Ramp sweeping.
- To-plane service of de-icing fluid appropriate for the aircraft and supply of oxygen (gaseous or liquid oxygen (LOX)) on a reimbursable basis. Equipment and necessary operators shall be furnished for de-icing at no cost; the de-icing fluid shall be furnished on a reimbursable basis.

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

- Maintenance stands when required for ground servicing operations.
- To-plane fuel servicing. A contractor representative shall connect/disconnect the fuel hose to/from the aircraft Single Point Refueling (SPR) and monitor vents.
- Concurrent Servicing Supervisor (CSS) and fuel vent monitors in accordance with TO 00-25-172 when a concurrent ground servicing is accomplished. (NOTE: See paragraph 3.5., Concurrent Servicing.)
- Tractor and driver (for extended parking services)

**3.2. TERMINAL AND TRAFFIC SERVICES:** Terminal and traffic services to include the following:

- Passenger processing.
- Passenger manifesting and documentation.
- Baggage handling (weigh, tag, load and unload), except at Gateway locations. The contractor is responsible for accurate placement on the aircraft relative to weight and balance.
- Passenger and crew boarding stairs/loading bridge jet way. Entrance doors are not to be opened until stairs have been positioned as close to the aircraft entrance as possible without hindering the opening of the doors.
- Customs clearance (Government traffic only).
- Medical clearance (passengers only).
- Agriculture inspection (if required).
- Immigration clearance.
- Cargo receiving, processing, documentation and positioning for loading.
- Loading, tie down, and unloading. Loading shall be in accordance with the load breakdown provided by the contractor on AF Form 4080, *Load/Sequence Breakdown Worksheet*, or equivalent. The load supervisor shall annotate the form to show the actual load.
- Cargo manifesting.
- Cargo handling equipment, including 463L pallets and associated cargo restraining nets.
- Potable water (includes equipment and into-plane servicing).
- Baggage carts.
- Lavatory servicing, including positioning, hookup, operation and de-positioning of servicing unit. Anti-freeze solution mix of approximately 50/50 potassium acetate to water will be furnished on a non-reimbursable basis. Contractor is responsible for additional anti-freeze solution if contractor operating specifications require a stronger mix. This shall be done subsequent to Government-furnished lavatory servicing. At joint use airfields when the contractor terminates a commercial or military mission and parks the aircraft on the commercial side allowing adequate time to accomplish normal fleet servicing, and then later positions the aircraft for an AMC mission, lavatory servicing shall be on a reimbursable basis. Note: When an aircraft is positioned from a commercial mission from a commercial airport and requires lavatory servicing, the Government will provide it to the contractor on a reimbursable basis.
- Flight line transportation for crews where commercial transportation is not permitted access to the aircraft parking area or where unavailable.
- Position, connect, operate, and de-position the ground air conditioning or heating units.
- High lift truck for galley servicing at those military bases where commercial catering service is not available.
- Loading and unloading route support items at military installations.
- Tractor and driver in support of extended parking.

### **3.3. ENVIRONMENTAL SUPPORT:**

- It is AMC's intent to provide crash and rescue support on a reimbursable basis, where fuel spills occur as a direct result of malfunctioning contractor equipment which has not been properly maintained, or negligence of the contractor.
- Fuel spills requiring the service of Government fire and crash personnel will be investigated for cause by qualified Government personnel familiar with commercial aircraft. When it is clearly shown that the cause of the spill is a recurring one, which the contractor has neglected to repair, it will be documented by the inspector, and submitted to the Contracting Officer's Representative (COR) and forwarded to CA for review.
- If the CA determines that the contractor has been negligent in maintaining the equipment responsible for the spill and subsequent cleanup, the CA, in coordination with the ACO, will direct the fire department to submit the charges for cleanup to base finance and subsequent billing to the contractor. The contractor

will be notified of the spill, its cause, and the contractor's responsibility for reimbursement to the Government.

**3.4. EMERGENCY HEALTH SERVICE FACILITIES:** Emergency medical services to contractor air crews and personnel on a reimbursable basis in accordance with Air Force Handbook (AFH) 41-114, Table 42.

**3.5. LEVEL I ANTITERRORISM TRAINING:** Initial training will be offered to all contractor personnel permanently assigned overseas, in accordance with Air Force Instruction (AFI) 10-245, Standard 25, by an AT Level II or Subject Matter Expert (SME) trainer. Refresher training will be offered annually to all contractors and is offered by CBT at website: <https://atlevel1.dtic.mil/at/> or by anyone that has attended AT level II (coordinate with the wing AT Officer for a Level II trained individual).

**3.6. SPECIAL HANDLING EQUIPMENT:** Special handling equipment (which is not commonly used on military aircraft), such as tow bars, may not be available at military installations and must, therefore, be furnished by the contractor. Contractor shall also furnish personnel to operate and maintain such equipment.

**3.7. PASSENGER MANIFESTING:** For all passenger missions operating through Baltimore-Washington and Seattle Tacoma IAP the Government will perform manifesting and check-in to include boarding, seat assignment, issuance of boarding pass, baggage weighing, tagging, and placing of baggage on conveyor at baggage check-in. Contractor shall perform all other functions. The contractor shall comply with commercial practices for liability of interlined baggage.

**3.8. PETROLEUM PRODUCTS:** The contractor may purchase aircraft petroleum products at any military base other than those facilities that are serviced by commercial sources (unless specific approval is granted by supplemental agreement), for use in performing services hereunder. Purchase of petroleum products by the contractor at any military base shall be in accordance with DoD 4140.25M and subject to the procedures set forth in paragraph 3.5., Concurrent Servicing, below. When available, petroleum products will be furnished to the contractor at the Defense Energy Support Center (DESC) standard price. A fuel purchase agreement with DESC is required for credit sales. Contact DESC, Fuels Branch at (210)925-4887.

**3.8.1. CONTRACTOR AUTHORIZATION TO PURCHASE GROUND PETROLEUM PRODUCTS:**

Contractor is authorized to purchase ground petroleum products at overseas Air Force installations for use in company owned ground vehicles required for performance of this contract. Such authorization is subject to and in accordance with the provisions of DESC Policy # I-3, *Fuel Purchase Agreement Procedures* and DESC Policy # I-7, *Cash Sale Procedures for Defense Working Capital Fund (DWCF) Owned Fuel*.

**3.9. CONCURRENT SERVICING:** When CSS is directed, the following guidance shall be followed when concurrently servicing passenger aircraft with or without passengers aboard, and cargo aircraft at military installations:

**3.9.1. FINAL APPROVAL:** The Wing/Base Commander is the final approval authority for ground servicing operations and the overall safety associated therewith.

**3.9.2. CONCURRENT SERVICING SUPERVISOR (CSS):** When required, a CSS will be provided by the Government when concurrently servicing contractor aircraft at military installations.

**3.9.3. SUPERVISORY CONTRACTOR REPRESENTATIVE (SCR):** Contractor shall provide an SCR for concurrent servicing. The SCR shall:

- Prior to beginning servicing operations:
  - Advise the CSS of contractor's procedures, if applicable, for switch loading aviation fuel.
  - Inform the CSS of vehicle status.
- Ensure civilian vehicles involved in a concurrent servicing comply with standards required by AFI 91-203 Air Force Consolidated Occupational Safety Instruction and TO 00-25-172 with emphasis on Chapter 5, TO 00-25-172 CL1 and TO 00-25-172 CL2. Additionally, associated servicing equipment not designed or approved for use within a hazardous location may be moved into or within the fuel servicing safety zone

(FSSZ), if pressurization of the refueling equipment is stopped. Re-pressurization of the refueling equipment shall not resume until the servicing vehicle's engine is shut down while in the FSSZ or the vehicle leaves the FSSZ.

- Maintain communications with the CSS during all stages of refueling.
- Perform responsibilities as outlined in TO 00-25-172, *Ground Servicing of Aircraft and Static Grounding/Bonding*, Chapter 5, paragraph 5.5; TO 00-25-172 CL-1 *Checklist Concurrent Servicing of Commercial Contract Cargo and Passenger Aircraft* dated 20 Nov 89 with Change 12 dated 19 Oct 13; TO 00-25-172 CL-2 *Checklist Concurrent Servicing of Commercial Contract Cargo Aircraft* dated 07 Aug 2009 with Change 1 dated 12 Jun 2013.

**3.9.4. AUTHORIZED VEHICLES:** Authorized vehicles shall not operate closer than 25 feet of aircraft fuel vents, SPR connections, and refueling equipment during fuel servicing of the aircraft. All other vehicles are restricted to 25 feet from fuel vents and must remain outside of the 50 foot fuel servicing safety zone.

**3.9.5. AUXILIARY POWER UNIT (APU):** All aircraft operating missions shall be equipped with an operable APU that will be used to provide power and air-conditioning when ground power units are not available.

**3.9.6. FLIGHT CREW BRIEFING:** Prior to beginning fuel servicing, the flight crew shall ensure required exits are open, brief passengers that fuel servicing will be conducted and on the restrictions on operating electronic equipment, and give passengers the option to deplane.

**3.9.7. INERTIAL NAVIGATION SYSTEM (INS):** The aircraft Inertial Navigation System (INS) may remain energized during a fuel servicing operation.

**3.9.8. RADIOS AND RADAR SYSTEMS:** The aircraft radios and radar systems shall not be on during the fuel servicing operation.

**3.9.9. ELECTRICAL SYSTEMS:** No aircraft electrical systems shall be activated during the fuel servicing operation except those required for servicing.

**3.9.10. CSS CONCURRENCE:** When concurrent servicing operations are in progress, all contractor personnel (including flight crews), unless previously cleared, shall report to and receive the CSS's concurrence prior to entering the servicing area.

**3.9.11. WING AND FUEL VENTS:** When servicing cargo aircraft, the CSS and his/her assistant (on inter phone) will also monitor both wing fuel vents.

**3.9.12. COPY OF CONTRACTOR'S AIRCRAFT REFUELING PROCEDURES:** \*A copy of the contractor's aircraft refueling procedures shall be located on the aircraft and made available to the CSS, as required.

\*NOTE: Applies to passenger aircraft only.

**3.10. BILLETING AND MEALS:** Billeting and meals for contractor's crews, and Government-owned property required in support of this contract not specifically provided for in other provisions of this contract, may be provided by the Government at the discretion of the Base Commander of the military installation involved. Except as provided in paragraphs 3.1.1, Transient Alert and Ramp Services, and 3.1.2., Terminal and Traffic Services above, other services at military bases, where commercial services are not available, or not available on a timely basis, may be made available to the contractor on an emergency basis only, as determined by the ACO or CA. Billeting and meals for contractor's crews shall be on a reimbursable basis.

**3.10.1. BILLETING AND MEALS FOR CONTRACTOR EMPLOYEES:** At overseas locations, contractor's employees who are involved in the performance of this contract may be furnished billeting and dining facilities on a reimbursable basis, as prescribed by local base regulations. In addition, commissary, Base Exchange privileges, and other logistic support may be granted to such employees and dependents in accordance with such implementing instructions as may be issued by area or Base Commander concerned. The ACO or CA will periodically review the

scope of support furnished, and advise the Commander concerned as to any change in status of the contractor personnel that would affect their eligibility to receive the support. Minor dependents of a US citizen, who are employed by the contractor overseas in performance of this contract, are authorized dependent education on a space available, tuition basis in the DoD dependents schools as provided in DoDEA Regulation 1342.13.

**3.11. AEROSPACE GROUND EQUIPMENT (AGE):** AGE and traffic handling and servicing equipment, with necessary operators, furnished by the Government shall be on a non-reimbursable basis. Technical services and maintenance labor provided, as well as supplies and parts issued, shall be on a reimbursable basis and in accordance with and subject to the provisions of:

- (1) Air Force Installations - Air Force Instruction (AFI) 23-101 Chapter 5.
- (2) Army Installations - DFAS-IN 37-1.

**3.12. CONTRACTOR USE OF MILITARY COMMUNICATIONS FACILITIES:** Contractor will be permitted to utilize military telephone in those areas where commercial circuits are not available and it is in the best interest of the Government as determined by the ACO or CA. Contractor's use of military communications facilities shall be limited to transmission and reception of airlift mission support traffic and shall not interfere with military command and control traffic.

**3.13. CONTRACTOR STORAGE SPACE AT MILITARY INSTALLATIONS:** The Government will furnish office, warehouse, and storage space at military installations for contractor's representatives and supply support items and equipment to the extent available. Such office, warehousing and storage space, including utilities (heat, air-conditioning, light, power, water, and sewage), concomitant to the use of such space, will be provided to the contractor on a non-reimbursable basis. All requests for office, warehouse, and storage space shall be made to the Base Commander through the ACO or his delegated representative. In addition, intra-base communications will be provided on a non-reimbursable basis commensurate with the availability of circuits. Whenever space is provided it will be on an as is condition with regard to partitions, walls, lighting, electrical wiring, plumbing, etc. No modification to buildings will be made unless specifically authorized by the Base Commander, other than minor modifications to existing facilities as approved by the Base Commander. Requests by the contractor for construction of facilities on any military installation shall be submitted directly to USTRANSCOM/TCAQ-C. Necessary coordination will be taken by USTRANSCOM with the major air command (MAJCOM) concerned. Contractor shall not undertake such construction until notified by USTRANSCOM that construction has been approved.

**3.14. WARSAW CONVENTION:** When passengers embark at airfield or commercial airport facilities not normally operated by the contractor or its agents, the Government will ensure proper ticketing or other notice to passengers on the applicability of the Montreal Convention for the Unification of Certain Rules for International carriage by Air and the Warsaw Convention, if applicable, and that carrier liability under the Conventions may be limited.

**3.15. SECURE COMMUNICATIONS EQUIPMENT:** The Government will furnish each carrier possessing a SECRET facility clearance with Secure Telephone Equipment and associated facsimile machine for the receipt of classified communications from HQ AMC or other applicable government agencies. Maintenance of this equipment to include necessary hardware and software upgrades will be the conducted by AMC and required periodic rekey functions will be performed by the contractor. Equipment will be inspected and tested by CRAF Program Management Office personnel when performing site visits. The acquisition and maintenance of a GSA approved safe for the storage of classified information is a contractor responsibility. Each carrier will report secure communications equipment inventory to HQ AMC/A3BC on an annual basis no later than 31 January.

**3.16. WEATHER FORECASTING (Domestic):** Weather forecasting via military airfield weather facilities and DoD weather information systems.

**3.17. ENROUTE FLIGHT PLANNING ASSISTANCE (Domestic):** Enroute flight planning assistance, to include:

**3.17.1.** Flight planning facility.

**3.17.2.** Electronic and/or manual flight planning equipment.

**3.17.3.** Transmission of flight plan to air traffic control (ATC) agencies.



## **SECTION 4 – GENERAL INFORMATION – INTERNATIONAL AND DOMESTIC**

**4. GENERAL OPERATIONS:** Throughout the life of the contract, including any extension described elsewhere in the contract, the contractor shall participate in the CRAF program and maintain a minimum CRAF commitment of the following:

- International: 30 percent of its CRAF capable passenger fleet and 15 percent of its CRAF capable cargo fleet in wide body equivalents for international; contractors operating both cargo and passenger aircraft shall maintain the minimum commitment for each fleet type.
- Domestic: 15 percent of its CRAF capable passenger and/or cargo fleet in wide body equivalents.

**4.0.1. MOBREP/TAG:** The Mobility Representative (MOBREP) is the primary point of contact for the contractor, with whom the CRAF Program Management Office maintains communication during peacetime and CRAF activation. The Technical Advisory Group (TAG) is a team of qualified airline representatives designated and provided by CRAF carriers, to furnish technical advice and information designed to provide maximum coordination, efficiency, and effectiveness in the use of the CRAF. Members of the TAG may be called upon during CRAF activation to provide advice on the use of the CRAF. The MOBREP and member(s) of the TAG shall attend CRAF training, when offered. Contractor shall provide representatives, who would be directly involved in CRAF activation, to attend the MOBREP/TAG meeting as stated in Section B. In addition, the Contractor may also provide a contracted representative. However, as also stated in Section B, the Government's obligation is limited to two (2) representatives.

**4.0.2 CRAF READINESS ASSESSMENT VISIT:** Readiness visits will be conducted on an approximate 24 month cycle by HQ AMC/A3B personnel. A3B personnel will conduct an assessment of programs established by the carrier i.e., chemical/biological warfare suit training, handling classified material, and the storage, maintenance and operation of government furnished equipment. The assessment team will also evaluate the planning and command and control functions leading up to the execution of CRAF missions during a simulated activation scenario commensurate to the carrier's commitment to a particular segment. The carrier will provide an agenda detailing the day's activities to A3B personnel listing specific responsibilities by each office that will be evaluated. Areas of interest mandated by the current Commercial Charter Airlift Services Contract and the National Industrial Security Program Operating Manual will be subject to evaluation. The evaluation checklist will be made available to the carrier no later than 30 days prior to the visit for planning purposes.

**4.1. CONTROL OF AIRCRAFT:** The contractor shall maintain control over the aircraft listed in Appendix 3A to the extent necessary to assure the contractor's ability to meet its guarantee under CRAF. After the solicitation is closed, carriers may only offer additional aircraft as replacements for aircraft removed from the CRAF fleet, either their own aircraft or a team member's aircraft. In the case where a team is unable to replace their own lost capacity, the CRAF PMO will determine a suitable source for the replacement aircraft. At any time during the contract period and upon demand of the CO, the contractor shall furnish evidence that demonstrates required control of the aircraft. The contractor shall not part with control of any aircraft accepted by USTRANSCOM and listed in Appendix 3A unless the loss is beyond the control of the contractor (such as aircraft accident), or the CO, at his option, has agreed to the substitution of other acceptable aircraft and has accomplished such substitution by contract modification. In accordance with approved and incorporated Teaming Arrangements, teams are joint and severally liable for the commitment of aircraft up to the maximum allowed 15% per air carrier in Stage I. If an accident results in the loss of an aircraft, and no substitute will be provided, the contractor shall notify the CO in writing within 24 hours and shall provide the information required in Appendix 3, paragraph 3. The parties agree that failure of the contractor to maintain control of any aircraft listed in Appendix 3A, unless loss of the control is beyond the control of the contractor (such as aircraft accident) or approved by the CO, will constitute failure to have a currently existing capability to perform services called for and will justify termination of this contract under the clause entitled "Federal Acquisition Regulation (FAR) 52.249-8, Default (Fixed-Price Supply and Service) Alternate I." In lieu of default, the Government may, at its option by unilateral contract modification, reduce its purchase of airlift services for passengers or cargo, or both, during the remaining period of the contract by an amount equal to the award share for the remaining period of the contract attributable, under the formula used to determine the original contract award entitlement, to the aircraft removed from the USTRANSCOM contract creditable mobilization base and deleted from Appendix 3A.

**4.1.1. EXAMPLES OF FAILURE TO MAINTAIN CONTROL:** Examples of failure to maintain control within the intent of this paragraph are as follows:

- (1) failure to retain US registry;
- (2) leasing of aircraft to unapproved foreign contractors;
- (3) dry leasing of aircraft to US airlines or aircraft operators not possessing a temporary or permanent certificate issued by the DOT; or
- (4) removal of aircraft from active utilization (in storage, out of service, or parked) and not flyable for reasons other than maintenance, repair, and overhaul (MRO) or modification. Aircraft temporarily removed from active utilization that are mission capable within 24 hours are considered to meet the control requirements of this contract.; however, under no circumstances, including aircraft out for MRO or modification, will the allowable planned or actual duration exceed 90 days. The carrier is responsible to notify the CO immediately when an aircraft is placed in storage, and reaches a status such that it cannot be returned to mission capable status within 24 hours, or when an aircraft is projected to be, or, has been taken out of service for MRO or modification, exceeding 90 days.

**4.1.1.1. REQUIREMENT TO MAINTAIN CONFIGURATION CONTROL:** Contractor must also maintain configuration control in such a manner as to meet capabilities reflected, validated and submitted on CRAF Aircraft Basic and Performance Data Sheets. Aircraft whose configuration is temporarily changed from that submitted on the data sheets must be mission capable in the offered configuration within the times spelled out in Appendix 5, paragraph 2.10, Response Time, to be considered to meet the configuration control requirements of this contract.

**4.1.2. CRAF FLEET VIABILITY:** During the life of the contract, fleet adjustments will be permitted in order to respond to control of aircraft issues as discussed in paragraph 4.1. Contractors are required to maintain a committed CRAF capability essentially equal to that assigned to the CRAF fleet at the start of the contract period throughout the contract term. For contractor TAs, each member of the TA bears joint and several liability for failure of either the contractor TA in the aggregate, or its individual contractor members performing hereunder, to maintain the same level of CRAF capability throughout the contract term. Fleet adjustments will be accommodated if circumstances dictate in accordance with the procedures and limitations presented in Sections L and M of the associated contract solicitation.

**4.2. SECURITY:** While on military installations or on military portions of commercial facilities, contractor and subcontractor personnel shall comply with security regulations promulgated by the military installation or activity Commander. Security regulations are directive in nature and shall be adhered to by all contractor and subcontractor personnel. Contractor will comply with the provisions of the National Industrial Security Program Operating Manual (NISPOM).

**4.2.1. REGULAR AND FREQUENT ENTRY INTO RESTRICTED/CONTROLLED AREAS:** Where regular and frequent entry into restricted/controlled areas at a military installation is required by contractor or subcontractor personnel for ground handling of aircraft, the contractor or subcontractor personnel must meet the requirements established by AFI 31-101, Chapter 7, paragraph 7.2., AFI 31-401, and DD Form 254. Applications for personnel security eligibility determinations shall be made from the contractor to the Defense Industrial Security Clearance Office (DISCO).

**4.2.2. FACILITY SECURITY CLEARANCE:** Prior to contract award the contractor will be processed for a facility clearance (FCL) at the appropriate level and must meet eligibility requirements for access and safeguarding of classified information and or equipment. The contractor will not be afforded access to classified information until the FCL (interim or active) has been granted by the Defense Security Service.

**4.2.3. PERSONNEL SECURITY CLEARANCE:** An employee may be processed for a personal clearance (PCL) when the contractor determines that access is essential in the performance of tasks or services related to the fulfillment of the awarded contract. The contractor shall limit requests for PCLs to a minimal number of employees necessary for operational efficiency, consistent with contractual obligations and other requirements of the NISPOM. Periodic reinvestigations associated with the security clearances will be submitted to DISCO within the required DoD time lines.

**4.2.3.1. NON-AIRCREW SECURITY CLEARANCES:** Personnel designated by the contractor to perform duties specified as follows must possess a SECRET security clearance.

- Overall CRAF planning.
- Liaison and communications supervisory duty at either HQ AMC or its alternate.
- Mobilization Representative (MOBREP)/Technical Advisory Group (TAG) attendees.
- Facility Security Officer (FSO)
- Sufficient flight operations dispatchers to manage the carrier's CRAF missions.

**4.2.4. OPERATIONS SECURITY (OPSEC):** The contractor shall be responsible for OPSEC procedures when operating missions for the DoD to include safeguarding critical information. Contractors must ensure employees to include aircrew receive OPSEC training upon initial assignment to a contract with OPSEC requirements. Information such as flight schedules, hotels where crews are staying, passengers/cargo, return trips, and other facts about the international mission shall be kept close hold and only communicated to persons who have a need to know this information. Flight crews should be aware of persons who are seeking information about the contractor, flights, passenger units and equipment being transported, etc. They should seek to maintain a low profile while operating DoD missions. If the contractor has questions about OPSEC they can be addressed either to the ACO in USTRANSCOM/TCAQ-C or personnel in the CRAF Program Management Office at HQ AMC/A3BC.

**4.2.5. CONTRACTOR COMPANY PERSONNEL AND COMPANY FACILITY SECURITY OFFICER (FSO):** The contractor will appoint a person as the company FSO. The contractor must establish appropriate safeguards to assure that the individuals who are not cleared do not gain access to classified information and material, and Government furnished Secure Voice Equipment. Responsibility for security of classified information, material and Secure Voice Equipment rests with each individual who is authorized access. The FSO will provide an annual inventory of all government furnished equipment (GFE) by 31 January or at the request of HQ AMC/A3BC. The Secure Voice Equipment inventory (i.e., KSV-21 card) will be documented and signed by the FSO using the Standard Form 153, *COMSEC Material Report* which will be provided by the Secure Voice Responsibility Officer at AMC/A3BC. (See sample at Appendix 3E). Other GFE will be inventoried on the CRAF Form 1297, *Government Furnished Equipment*, and signed by the FSO. (See sample at Appendix 3F). The company FSO shall maintain a current list of cleared personnel and flight deck aircrew personnel who may have access to mission essential information during activation. This list shall be made available for verification during on-site surveys by DoD personnel who have a need to know, and will be provided to HQ AMC/A3BC when requested.

**4.2.6. AUTHENTICATION MATERIALS:** Flight deck crewmembers may require certain authentication documents in order to perform missions while CRAF is activated. When appropriate, authentication materials and identification friend or foe (IFF)/selective identification feature (SIF) operating instructions shall be made available to flight deck crewmembers at military Base Operations and Route Briefing sections provided they present proper identification. Initial issue of these documents shall be as required to cover elapsed time from departure station to destination and return, or to the first enroute station having the capability to provide adequate storage and additional distribution.

**4.2.7. AIRCRAFT PHYSICAL SECURITY:** Contractor aircraft at military installations will receive the same degree of physical security as provided military aircraft in like status. Ingress and egress procedures to and through control points and restricted or controlled areas shall be established to permit crewmembers access to their aircraft.

**4.2.7.1. AIRCRAFT SECURITY:** The contractor shall establish a program to prevent unlawful seizure of aircraft.

**4.2.7.1.1. OTHER THAN ACTIVATION MISSIONS:** At airports, bases, and air terminals where there is an AMC presence or where US forces are present and responsible for deployment or redeployment of forces, the military will be responsible for security processing of passengers for on- or off-load. At enroute or operational stops and at locations where there is no AMC or military presence, security processing of passengers shall be the responsibility of the contractor. At these locations, the contractor shall satisfy the requirements of the Transportation Security Administration (TSA) security program for charter operations in commercial service.

**4.2.7.1.2. ACTIVATION MISSIONS:** During CRAF activation, the contractor shall arrange security for active CRAF missions at non-USAF/DoD controlled locations. At a minimum, this security shall meet the requirement of two armed personnel with immediate response, and two additional armed personnel with a five-minute response.

**4.2.7.1.3. “NO SHOW” PASSENGERS:** Contractor shall establish procedures for off-load of baggage of gate "No Show" passengers unless that baggage has received customs pre-clearance. Copies of the contractor's program shall be furnished to the ACO upon request.

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

**4.2.7.2. AIRCRAFT IDENTIFICATION:** Aircraft shall have the livery of the operating contractor on both sides of the fuselage commensurate with industry practice. Any livery other than the operating contractor must be approved by the CO prior to departure.

**4.2.8. CLASSIFIED CORRESPONDENCE:** Classified material will be forwarded to contractors via secure phone, secure fax, or registered mail, return receipt. The method selected will be based on the content of materials and any associated time constraints. In order to ensure a current inventory of classified material is being stored by the contractor, the originator will notify the appropriate FSO in the contractor's area, by voice or in writing, when classified material is being sent. This notification will contain the subject and date of the material, number of copies, and mailing address.

**4.2.8.1. RECEIPT OF CLASSIFIED MATERIAL:** Contractor personnel may receive necessary classified materials or information, after providing appropriate Government personnel with proper identification (i.e., valid passport or company identification (ID) card) and meets the requirements as described in paragraph 4.2.8.2.

**4.2.8.2. CLASSIFIED/UNCLASSIFIED OPERATIONS BRIEFING:** Contractor aircrews may receive upon request, at any enroute location with military intelligence support, an UNCLASS (unclassified) operations briefing, which may include all known threats, communications requirements, and security concerns pertinent to their route of flight. The briefing's content shall be tailored by AMC depending on mission requirements. During contingencies or CRAF activation, contractors may receive the same or similar (sanitized) operations briefings, Concept of Operations (CONOPS) and Special Instructions (SPINS) as military aircrew.

**4.2.8.2.1. HANDLING OF CLASSIFIED MATERIAL:** In addition to the briefing outlined above, the briefing officer will insure that the pilot in command is aware of the following:

- **Receipt for Classified Material:** The briefing envelope contains information affecting the national defense of the US and is issued for use while flying. Part of this information is classified and extreme care should be exercised to preclude its being compromised. Upon terminating the flight, all material shall be given to the military base operations officer. If that is not possible, the material will be destroyed in accordance with the next bullet, Destruction of Classified Material, below. All classified material shall be accounted for by means of the AF Form 310, *Document Receipt and Destruction Certificate*, or a comparable receipt. Prior to accepting material, the pilot in command should insure that sufficient legible copies of the receipt form are available to allow one copy for the recipient at the destination and one copy for the pilot in command's personal file.
- **Destruction of Classified Material:** In the event of an emergency where it appears that the classified material cannot be protected, it shall be burned or destroyed by other means to render recognition impossible. In this event, complete the destruction certificate on the SF 153, *COMSEC Material Report*, or AF Form 310, *Document Receipt and Destruction Certificate*. Provide a copy of this form to the issuing office and retain one copy to be held for the required two years.

**4.2.9. COMMON ACCESS CARDS (CACs):** Some contractor personnel may require Common Access Cards (CACs) in the performance of this contract. CACs may be created and approved in the Department of Defense Trusted Associate Sponsorship System (TASS) by a USTRANSCOM Trusted Agent (TA) if the contractor has a National Agency Check with Written Inquiries (NACI) or higher background investigation and favorable fingerprint checks. CACs will not be issued simply for ease to enter DoD installations. CACs remain the property of the Department of Defense and every one issued will be returned to DoD control upon expiration, revocation, or no longer required.

**4.3. NAVIGATION ROUTE KITS:** Navigation route kits are provided by the Government through the National Geospatial-Intelligence Agency (NGA) and the Defense Logistics Agency (DLA). NGA is responsible for content and publication. DLA is responsible for account management, shelf stock and automatic distribution. The contractors are required to retain and maintain in serviceable condition the publications and charts required in the kit. Contractors are authorized to use flight information publications and charts during peacetime commercial and military contract operations; however, the kits must be maintained in a ready status to support any stage of activation.

**4.3.1. NUMBER OF KITS REQUIRED:** Contractors must maintain and keep current a minimum of two kits, with either a hard copy or DVD of the Flight Information Publication – one for an aircraft and one for Flight Operations. The Government will not furnish more kits than what is required for the number of aircraft a contractor has in CRAF plus one for Flight Operations. Upon activation, contractors shall increase the number of kits to equal the number of aircraft committed to the CRAF stage being activated. All adjustments to a contractors navigation route subscription will be accomplished by contacting the FLIP account custodians at HQ AMC/A3BC (618) 229-1751.

**4.3.2. STORAGE AND MAINTENANCE:** Government-furnished navigation route kits are stored, maintained, and kept current by the contractor at no expense to the Government. Upon activation, the contractor shall place and keep current a kit aboard each aircraft called up, which shall remain with the aircraft during activation operations.

**4.3.3. REPLACEMENT CHARTS AND FLIGHT INFORMATION PUBLICATIONS (FLIPs):** When participating in DoD contract airlift, the pilot in command may obtain replacement charts, FLIPs, etc., from any DoD Base Operations.

**4.4. CREW DUTY DAY REQUIREMENTS:** Carriers must comply with applicable FAA flight and duty time limitations and rest requirements, company rules, or DoD standards, whichever are more restrictive.

**4.5. FLYING IN CONTROLLED AIRSPACE:** All contract flights shall fly over established airways, domestic or international, and in controlled airspace. Exceptions may be made to this requirement where it is impractical to follow airways or fly in controlled airspace, provided airways are intersected at the first practical point and departed at the last practical radio navigational fix near destination, or when area control or established airways do not exist within a flight information region. Economic considerations will not justify deviation from this procedure.

#### **4.6. MAINTENANCE:**

**4.6.1. SCHEDULED MAINTENANCE AT MILITARY INSTALLATIONS:** No scheduled maintenance except enroute or turnaround service and safety of flight items shall be accomplished at military installations under the terms of this contract except as otherwise authorized by the ACO. The Contractor shall arrange for such maintenance and shall arrange with Transient Alert for movement to and from the authorized on-base location where maintenance is to be performed. It shall be the responsibility of the Contractor to arrange for extensive emergency aircraft maintenance and to provide for movement to and from the selected maintenance activity without charge to the Government. Requests for performance of maintenance, other than enroute or turnaround servicing, shall be submitted to the CA and the local Operations Center or Command Post. If any maintenance service is to be performed, including enroute, turnaround, safety of flight, or scheduled maintenance during ground time of aircraft, the contractor shall notify the local COR or AMC C2 for international services; domestic services, the contractor shall notify the local Operations Center/Command Post agencies with the following information:

- (1) Specific type of maintenance to be performed;

- (2) Anticipated duration;
- (3) Type of Government Furnished Service desired in conjunction with performance of the turnaround or enroute maintenance service;
- (4) Any reimbursable support desired in conjunction with performance of the turnaround or enroute maintenance service; and
- (5) Any change in status or type of work to be performed subsequent to initial notification shall be immediately communicated to the agency notified (International AMC C2/Domestic Installation Command Post).

**4.6.2. ENROUTE TURNAROUND MAINTENANCE CHECKS AND SERVICING:**

**4.6.2.1. INTERNATIONAL:** Except as otherwise specified in the contract, no charge will be made for any Government furnished services required to perform enroute turnaround maintenance checks and servicing. If any services or material are required to perform other than turnaround maintenance checks and servicing, such services or material shall be provided on a reimbursable basis.

**4.6.2.2. DOMESTIC:** The Installation Command Post will coordinate the above information with Maintenance Control to assure proper spotting of the aircraft in relation to the degree of hazard associated with the maintenance work to be performed. Aerial Port Quality Assurance Personnel (QAP) and any other base agencies will also be notified by the Operations Center/Command Post. Except as otherwise specified in the contract, no charge will be made for any government furnished services required to perform en route turnaround maintenance checks and ground servicing (see T.O. 00-25-172). If any services or material are required to perform turnaround maintenance checks and servicing, such services or material will be provided on a reimbursable basis in accordance with AFI 10-1002 and AFMAN 23-101 Chapter 5. Requests for reimbursable services will be passed from the Operations Center/Command Post to the QAP who will arrange for performance of the required services. Contractor shall comply with the AF "Foreign Objects Damage Prevention Program" in accordance with AFI 21-101.

**4.7. SAFETY BARRIERS:** All passenger and cargo doors used for on-loading and off-loading of passengers, baggage, and cargo aboard contract aircraft shall be equipped with a safety barrier at chest or waist level. The safety barrier shall be in place when the cabin or cargo door is open except when actually on-loading or off-loading passengers/cargo or when loading stairs are positioned.

**4.8. AIR ROUTE TRAFFIC CONTROL CLEARANCE OF AIRCRAFT:** Commercial aircraft landing permits are required for all military installations while performing AMC contract missions. Commanders are authorized to impose a penalty landing fee for any aircraft which lands at a military base without prior authority (a valid DD Form 2401), except for bona fide emergency landings. The contractor shall use the appropriate FAA or ICAO clearance form when clearing aircraft from military airports.

**4.9. CIVIL AIRCRAFT LANDING PERMIT:** In accordance with AFI 10-1001, the DD Form 2401, Civil Aircraft Landing Permit, is used to obtain approval at all military installations while performing bona fide AMC contract missions. Refer to Appendix 3, paragraph 114.0 Civil Aircraft Landing Permit.

**4.9.0.1.** For AF installations, Contractors will request approval from TCAQ-CP.

**4.9.0.2.** For all other military installations, Contractors will refer to the reverse of the DD Form 2401 for instructions

**4.9.1. FLIGHT PLANS:** All Aircraft departing Air Force installations must have a flight plan on file with Airfield Management Operations prior to takeoff.

**4.9.2. CRAF ALTERNATE LANDING PERMIT:** If applicable, contractor may obtain alternate landing permits for Air Force from HQ USAF/A3OC-AC, Gabby Gabonia, e-mail address: gabby.gabonia@pentagon.af.mil, Phone: 202-404-7886, FAX: 202-404-6288. For all other military installations, contractors will refer to the reverse of the DD Form 2401 for instructions.

**4.9.3. REVOKING PERMITS:** The appropriate service approval authority may revoke landing rights for particular flights during this contract for military reasons (for example, military operations) without incurring any obligation on the part of the Government.

**4.9.4. GOVERNMENT OBLIGATION:** The Government is not obligated to provide services, supplies, equipment, or facilities other than landing, taxiing and parking areas. Fuel and oil purchases, supply and service charges, and landing fees shall be governed, as appropriate, by AFI 10-1001 and AR 95-2. Purchases of fuel made necessary by use of a CRAF alternate weather or operational stop shall not be considered as part of the fuel adjustment as otherwise provided under the terms and conditions of this contract.

**4.9.5. ALTERNATE AIRPORTS:** When planning alternate airports for missions, contractors shall consider the following: Foreign off-load destinations; U.S. military airfields; or airfield with US military facilities should be given first priority. (618 AOC (TACC) shall provide preferred alternatives for each mission based on forces, supplies and desired off-load locations.) Every effort shall be made to contact the nearest or first available AMC C2 agency before proceeding to an alternate.

**4.10. AIR ROUTE TRAFFIC CONTROL CLEARANCE OF AIRCRAFT:**

**4.10.1. FAA OR INTERNATIONAL CIVIL AVIATION ORGANIZATION (ICAO) CLEARANCE:** The Contractor shall use the appropriate FAA or ICAO clearance form when clearing aircraft from civil airports. When clearing from military installations, DD Form 175, Military Flight Plan, or appropriate FAA or ICAO clearance form may be used. Civil aircraft commanders are vested with self-clearance authority; therefore, military clearance officers are not required to sign clearance.

**4.10.2. UNAUTHORIZED LANDING AT AF INSTALLATIONS:** Commanders are authorized to impose a penalty landing fee for any aircraft which lands at a military base without prior authority (a valid DD Form 2401) except for bona fide emergency landings. For unauthorized landings at AF installations, the installation commander will take action in accordance with AFI 10-1001, Civil Aircraft Landing Permits.

**4.11. GENERAL AIRFIELD INFORMATION:** The DoD has identified operational hazards and restrictions at certain military and commercial airfields worldwide. The AMC publication entitled, “**Airfield Suitability and Restrictions Report,**” (ASRR), identifies airfield restrictions specifically for AMC aircrews to facilitate awareness and mitigate risk. Contractors can obtain the current edition of this publication at no cost, available for advisory purposes only, by contacting the following office:

HQ AMC/A3AS  
402 Scott Drive, Unit 3A1  
Scott AFB IL 62225-5302

TELEPHONE: (618) 229-3112  
FAX: (618) 256-2019

**4.11.1. CERTIFICATION AIRFIELDS:** The ASRR also lists “certification airfields” which are the equivalent to FAA-designated “special airfields.” Operations into these airports are exposed to increased risk due to unique hazards. These fields have unique operating procedures requiring increased aircrew awareness and familiarity. This contract requires that at least one pilot member of an aircrew operating a DoD mission into a designated certification airfield, shall have performed pilot duties to that airfield within the past twelve months or reviewed an FAA-accepted pictorial or video detailing airfield hazards within 30 days prior to performing the DoD contract mission. Contractors shall ensure that aircrews are adequately briefed on all restrictions at applicable airfields, including certification airfields, and properly trained before performing any mission into these airfields.

Contractors can obtain DoD “Airport Qualification Program” (AQP) videos for some certification airfields at no cost, available for advisory purposes only, by contacting the following office:

DIMOC  
Building 3, Room 107  
11 Hap Arnold Blvd  
Tobyhanna, PA 18466-5102

TELEPHONE: (570) 895-9872  
FAX: (570) 895-6106  
E-Mail: AKDIMOC@defenseimagery.mil  
Website: www.DefenseImagery.mil

**4.11.2. AIRFIELD APPROACH DATA:** Airfield approach data acquired and generated by AMC for use in military flight operations will be provided to the contractor at no cost. The information is provided without warranty of accuracy or suitability for commercial aircraft operations. The contractor remains responsible for safety of flight to include verifying the accuracy and suitability of airfield approach data and reconciling any conflict that may exist between AMC provided data and standard commercial data. The contractor may communicate the AMC provided data to other parties only if the disclaimer of US Government responsibility for accuracy and suitability is prominently incorporated. AMC airfield approach data information will be passed at the time of mission scheduling except for after duty hours or for short-notice missions where departure has a window of less than 24 hours. Under such circumstances, the contractor should contact the 618 AOC (TACC) at (618) 229-0320 for contingency missions, (618) 229-0321 for channel missions, and (618) 229-0323 for SAAM and exercise missions.

**4.12. TECHNICAL ASSISTANCE IN SUPPORT OF THE CRAF:** Upon receipt of a Change Order from the ACO, the Contractor shall furnish to the Government, technical advice and information designed to provide maximum coordination and expeditious, efficient and effective utilization of the CRAF. Such technical advice shall consist of the furnishing of technical personnel to participate in meetings and exercises and preparing or assisting in the preparation of informational material, including but not limited to manuals, documents, listings, reports, specifications and other data, as required. It is expressly understood and agreed that all information, assistance and advice to be provided to the Government by the Contractor hereunder shall be solely of an advisory or consulting nature and this agreement does not contemplate, require or authorize any agreement between the Contractor and other air carriers which may have similar agreements with the Government.

**4.13. PETROLEUM SUPPORT:** Upon completion of round trip missions, contractors are entitled to purchase sufficient Petroleum, Oil, and Lubricants (POL) at Defense Energy Support Center (DESC) standard prices for movement of the aircraft to its nearest home base. If the contractor is depositing their aircraft to a point other than its nearest home base, the amount of fuel at DESC standard prices shall not be more than that quantity which would be needed to deposition to the contractor's nearest home base. The sale of POL in excess of depositing POL shall be at the current DESC standard price plus surcharge and required taxes.

**4.13.1. POL FOR ONE-WAY TRIPS:** Upon completion of one-way trips, contractors are entitled to purchase sufficient POL at DESC standard prices for movement of the aircraft to point of origin of the trip or to the home base nearest to the point of origin, if within the general area of the point of origin of the live trip. If the contractor has commercial business for the ferry trip, the contractor is entitled to purchase POL at the DESC standard price from the destination point of the one-way mission to the point of origin of the commercial mission as long as this station is less distant than the original ferry leg.

**4.13.2. POL FOR ONE-WAY OR ROUND TRIPS:** Upon completion of one-way or round trip missions, contractors shall be allowed to purchase POL at DESC standard price for ferrying from one coast to another when positioning to originate another AMC mission. Fuel at DESC standard price also will be provided to permit the return of an aircraft to the opposite coast (or any point short of the opposite coast) if the mission originated on the opposite coast regardless of the location of the contractor's home base. Contractors may not transit other Air Force bases enroute while ferrying cross-country.

**4.13.3. POL PRODUCTS AT MILITARY BASES:** At military bases, POL products of military specifications will be provided to contractors, as required, on a reimbursable basis. Military fuels JP-4 and 5 are acceptable substitutes for commercial fuels. Contractors will provide their own unique requirements of commercial type oils, lubricants, and fluids.



**SECTION 5 – SPECIFIC INFORMATION – INTERNATIONAL**

**5.1. PASSPORTS:** To support international travel, all company personnel supporting AMC overseas missions shall have a current and valid passport.

**5.2. COMMUNICATIONS:** When operating AMC missions, contractor operations centers will be required to maintain voice, facsimile, and e-mail connectivity with AMC Command and Control (C2) agencies.

**5.2.1. MESSAGES:** The following air traffic control (ATC) and operational messages are necessary for proper control and flight following of contracted aircraft by the 618 Tanker Airlift Control Center (618 AOC(TACC)) over standard communication channels.

- ATC Messages: These shall be filed in accordance with established ATC procedures.
- Operational Messages: There are three kinds - departure, arrival, and advisory. Addressees should be the next intended landing site operation center, the appropriate contractor, and the 618 AOC(TACC).

**5.2.2. STANDARD COMMUNICATIONS:** When standard communications are not possible, the crew should communicate the following information to their company HQ (or the most accessible military flight facility) by the most rapid and efficient method at their disposal: Greenwich (Z) Time of Arrival; Estimated (Z) Time of Departure; proposed destination and estimated arrival times (Z); maintenance problems; and any other information as necessary.

**5.2.3. COMMUNICATIONS PROCEDURES:** All contracted aircraft shall keep appropriate AMC C2 agencies informed of mission progress. For all AMC missions (including live and positioning segments), contractor shall report advisory arrival and departure information within 10 minutes of occurrence, as follows:

- Contingency missions: (618) 229-0320
- Channel missions: (618) 229-0321
- SAAM and exercise missions (618) 229-0323

Arrival and departure information for ARINC and overseas (bullets above) shall include the following:

**ARRIVAL**

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

**DEPARTURE**

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

\* If mission is delayed beyond scheduled ETD, report delay cause, and estimated time aircraft will be in commission (ETIC)

**5.2.4. ESTABLISHING COMMUNICATIONS WITH DESTINATION STATION:** On all flights, when an aircraft is approximately two to three hours from destination, the aircrew shall establish contact with or have information relayed to the destination station. The following data shall be passed: mission number and FAA aircraft registration (Tail) number; ETA destination or alternate and delay time if anticipated; and any significant maintenance problems. Thirty minutes prior to arrival, contractor shall notify all originating, transiting, and terminating AMC C2 agencies of the following information: mission number; (Tail number); verified or revised ETA; maintenance status; fuel required (as applicable); any other operational information that will reduce ground time or enhance ground time or enhance ground handling activities.

**5.2.5. ESTABLISHING COMMUNICATIONS WITH TRANSIT STATIONS:** When transiting a station at which a Command Post, Operations Officer, Airlift Control Element (ALCE), AMC Liaison Officer (AMCLO) or other AMC airlift representative is located, the Contractor shall provide the local AMC agency an estimated block

time at least two hours prior to arrival. On a follow-on mission, the Contractor shall provide the following information to the AMC Operations or Command Post at the last off-load station prior to the ferry legs: tail number; ETD from last off-load station; ETA at first on-load station after ferry leg; applicable mission number.

**5.2.6. POINT-TO-POINT COMMUNICATIONS:** Aircraft movement messages shall be transmitted in the clear:

- (1) All contractor C2 agencies shall be equipped with Government furnished secure telephones and facsimile machines to receive or transmit material up to the SECRET level. Classified information will be transmitted over secure equipment.
- (2) Message exchange between contractors and 618 AOC (TACC) shall be routed in accordance with the IATA airline seven-letter addresses and the ICAO/Air Force Transportation Network (AFTN) eight-letter addresses. These addresses are the central contact point at each location. It then becomes the responsibility of each contact point to establish procedures to ensure international routing of all messages.
- (3) When necessary to relay messages between circuits using different procedures than above, it shall be accomplished between ARINC and FAA.

**5.2.7. 618 AOC (TACC) OPERATIONS CENTERS:** 618 AOC(TACC) Operations Centers are primarily concerned with monitoring mission status and only under cases of extreme emergency will guidance be provided by the Operations Center as it pertains to mission accomplishment. All other problems shall be directed to the ACO or appropriate CA for resolution.

**5.2.8. DEVIATION FROM MISSION SCHEDULE:** Except for emergency or safety reasons or for routine overflights of a carrier scheduled operational stop, the CO must authorize deviations from mission schedules. Coordinate via TCAQ-CO for 618 AOC(TACC) approval prior to any other deviation from mission schedule.

**5.2.9. EARLY DEPARTURE AND EARLY ARRIVAL:** Contractor aircrews shall request early departure through their operations center dispatch. The contractor's dispatch shall forward the request to the 618 AOC (TACC) mission controller. When requesting early departure, aircrews need to consider the impact of early arrival on all down line station operating hours and workload restrictions. Deviating from scheduled departure times is not authorized unless approved by the 618 AOC (TACC) mission controller.

**5.2.10. HUMAN REMAINS:** Contractors destined for Dover AFB with Human Remains (HR) on board the aircraft shall contact the Dover Command Post three hours prior to ETA to ensure proper protocol can be accomplished.

**5.2.11. PASSENGER MISSION ARRIVALS AT U.S. COMMERCIAL AIRPORTS:** Notify the airport operator and the TSA Federal Security Director assigned to the airport of arrival details and intent to deplane passengers into an airport sterile area at least 24 hours prior to landing.

**5.3. ROUTE SUPPORT:** The contractor shall request authorization for international route support in direct support of an AMC mission from the ACO at least 24 hours prior to schedule departure. Contractors will not be charged for use of Government-owned pallets and nets in moving route support material, nor for labor and equipment required for on- or off-loading. The contractor shall comply with import regulations as required by the host nation. To ensure this responsiveness, route support may be provided as follows:

**5.3.1. INTRACOMPANY ROUTE SUPPORT:** When there is ACL available (either above the standard ACL or below the priced ACL), the contractor may, use the ACL available without limitation to move intracompany route support (e.g., deadhead crew) necessary for the performance of the contract under which the trip is made, when such use will not impact the Government's guaranteed ACL. . In the event the excess capability is inadequate or nonexistent, at least 24 hours in advance, the contractor may request ACO approval for a reduction in the guaranteed ACL up to and including 10 percent to move their own route support. If the contractor is unable to meet needs within this 10 percent limitation, the contractor may use the route support procedures for either intercompany or revenue support. Deficit traffic will apply in accordance with the clause entitled "DEFICIT TRAFFIC", located in Section H.

**5.3.2. INTERCOMPANY ROUTE SUPPORT:** Intercompany route support must utilize space not needed by the Government and deficits shall not be permitted. Prior to contractor's use of intercompany route support, permission shall be requested from the ACO. Contractor may use the sample intercompany route support found at Appendix 3D when requesting ACO approval.

**5.3.3. REVENUE ROUTE SUPPORT (ORGANIC):** There will be times when contractors are unable to support themselves adequately through the route support means provided for in paragraphs 4.8.1. Intracompany Route Support and 4.8.2. Intercompany Route Support above. When a contractor desires, they may have their route support moved as Government-sponsored traffic (revenue route support). Credit may be given and billing accomplished using special account handling procedures. Revenue route support request and authorizations shall be in similar format as outlined in Appendix 3D. Military orders are not required. An information copy shall be furnished to USTRANSCOM/TCAQ-C. Such traffic will be assigned movement priorities commensurate with Government traffic.

**5.3.4. PRIORITIES:** During CRAF activation, route support traffic shall be assigned the same movement priority as AMC military route support traffic.

**5.4. SCHEDULED TRAFFIC AND OPERATIONAL STOPS:** The Government will have the right to on- and off-load traffic at all points listed in the item descriptions set forth in the DOs and at operational or diversion stops providing this does not interfere with the contractor's ground operations or delay their departure. A minimum of 24 hour notification/approval by the carrier is required. Even though operational stops are reflected in the published schedule, the contractor may over fly such stops and the Government may not force the contractor to land at such stations for the sole purpose of on- and off-loading traffic. For onload traffic there must be a manifesting agency at that location that can manifest traffic IAW DTR part I (eligibility, passenger screening, actual weights, EPC data, capability of collecting Fees (Head Tax/FIS), and capable of sending manifest information to downline stations and CBP for all passport holders entering the US. The contractor shall notify the 618 AOC(TACC)/APCC of any anticipated over flight prior to departure from the previous station. Special care shall be taken to ensure any on-load or off-load of passengers at operational stops does not conflict with the diplomatic clearance or customs required of the country involved. Contractor is not responsible for passenger or customs processing of on- and off-loading passengers at operational stops. When an operational stop will exceed one hour in duration, the contractor shall allow passengers to deplane. The contractor shall assume full responsibility for the passengers who deplane during the operational stop.

**5.5. REDUCTION OF ACL AND DEFICIT TRAFFIC:** In the event the contractor cannot transport the GACL, the ACL may be reduced with the concurrence of the ACO and Deficit Traffic may be charged in accordance with the clause entitled "DEFICIT TRAFFIC", located in Section H.

**5.5.1. EXCESS ACL:** The use of excess GACL for either passenger or cargo must be authorized by the ACO in advance. The Government may utilize excess GACL as follows:

**5.5.2. ACO APPROVED SUBSTITUTION OF LARGER AIRCRAFT TYPE:** When a contractor is granted approval to substitute with a larger aircraft type than awarded in accordance with TRANSFARS 5552.247-9002, "CONTRACTOR'S FAILURE TO PROVIDE SERVICE", the Government is entitled to transport additional passengers or cargo (depending on type of mission) up to the standard ACL of the substituted aircraft at no additional cost.

**5.5.3. EXCESS WEIGHT CAPACITY:** Unless otherwise specified on the task order, when aircraft performance data allows, the Government is entitled to excess weight capacity at no additional cost. The amount of weight utilized over the GACL of either an awarded aircraft type or a substituted aircraft type constituting excess ACL will be determined by the limits of the gross take-off weight of the aircraft. The Government is not entitled to transport excess ACL if the contractor would be required to make an otherwise unrequired operational stop as a result of the carriage of the excess ACL.

**5.6. UNUSUAL WEATHER CONDITIONS:** Whenever possible, the Government will make every effort to delay a mission at the originating station in instances when severe weather (for example, a typhoon) is forecast for the terminating station, rather than permit the mission to proceed to an enroute station and then be delayed. Contract

missions will be permitted into military stations under either actual or forecast typhoon or hurricane condition I or II, provided such flights are conducted in accordance with FARs applicable provisions of the Foreign Clearance Guide and have the approval of the departure and destination station AMC Commander (Base Commander where there is no AMC Commander). This approval shall be obtained prior to originating each flight segment entering the above forecast conditions. There are no restrictions relative to actual or forecast typhoon condition III or IV.

**5.6.1. WEATHER DIVERSIONS:** When the station is below a contractor's weather minimum and is a scheduled traffic stop, the contractor is expected to hold short at the preceding station or carry sufficient extra fuel for extended holding until approval to divert is obtained from the ACO or a designated representative. In the event of an authorized diversion, the contractor shall provide surface transportation to the scheduled traffic stop. Authorization for over flights will consider the volume of the enroute on-load and off-load in relation to the destination load. Ensure 618 (AOC TACC) is advised of any weather divert via TCAQ-CO as soon as practical.

**5.7. AUTHORITY TO LEAVE UNSAFE AIRCRAFT:** According to Section 2640, Chapter 157, 10 US Code, the following shall apply with regard to the authority to leave unsafe aircraft:

**5.7.1. DETERMINATIONS TO LEAVE UNSAFE AIRCRAFT:** AMC Air Carrier Survey Team members or ramp inspectors, the Military Surface Deployment and Distribution Command (SDDC), or such other agencies as may be designated by the Secretary of Defense (or if there is no such representative reasonably available, the senior officer on-board a contract mission) may order members of the armed forces to leave a contract mission if the representative (or officer) determines a condition exists on the aircraft which may endanger the safety of the passengers. If serious deficiencies exist, the appropriate AMC representative will initiate an operational immediate message to the next higher headquarters with a copy to USTRANSCOM/TCAQ-C. In cases where such deficiencies exist, only the FAA representative has the authority to ground the commercial aircraft in question.

**5.8. CLEARANCES:** The Government will provide the contractor with all passenger and cargo data necessary for the completion of aircraft clearance including customs, immigration, public health and similar documents. On arrival at the destination airport, the Government will accept passengers at airport terminal and assume all responsibility with respect to such passengers. The contractor shall retain responsibility for furnishing appropriate agencies all required manifest, immigration, and border clearance documents, covering all personnel and cargo aboard the aircraft upon entry into the US or a foreign country. The contractor shall also be responsible for payment of any charges, fees, or taxes based upon use of terminal facilities by or for passengers or cargo. The Government is not obligated to pay, or reimburse the contractor for payment, of any such charges. The Government will reimburse the contractor for any fine assessed, pursuant to a court or administrative order of the US, for violation of any immigration law or regulation resulting from the transportation of a passenger in reliance upon clearance by the Government.

**5.8.1. LANDING RIGHTS:** The contractor is responsible for obtaining necessary landing rights or privileges and visas, passports, restricted area passes and gate passes for crews, route support personnel and contractor employees to ensure total compliance with all local security requirements.

**5.8.2. DIPLOMATIC CLEARANCES:** Contractor shall comply with the Aircraft Diplomatic Landing and over fly Clearance Procedures as outlined in Appendix 4.

**5.9. AUTHORIZED TRANSPORT OF GOVERNMENT PERSONNEL ON FERRY SEGMENTS:** Government personnel traveling for contract administration purposes are authorized transportation on the ferry segments of contract flights.

**5.10. EXTENDED PARKING:** All parking must be coordinated at the earliest known time, in advance of projected arrival. Any request for extended parking will be reviewed on an individual basis.

**5.10.1. CRITERIA FOR CONSIDERATION OF REQUESTS FOR EXTENDED PARKING:** Evaluation of the contractor's request for extended parking privileges will be considered based on the following:

- (1) Positioning of aircraft in advance of time stipulated in the contract so as to prevent delays due to weather, crew limitations, or other reasons.

- (2) Back-to-back scheduling of aircraft for a follow-on AMC mission.
- (3) Other programmed mission requirements.
- (4) Aircraft programmed or scheduled for subsequent commercial operation on termination of a military mission at a military station will not be granted extended parking privileges.
- (5) When towing services are not available for the immediate respotting of an aircraft from a terminating mission, the contractor shall furnish any required taxiing crews. Towing equipment and crews required in the repositioning of an aircraft resulting from the above action, or from a maintenance area, shall be contractor-furnished, with the exception of the tractor and driver, which will be furnished by the Government.
- (6) The Government shall not be responsible for late positioning of contractor aircraft due to the lack of towing tractors, other equipment, or personnel. Equipment or personnel may be withdrawn from contractor use for higher priority AMC mission support

**5.10.2. PROCEDURES FOR REQUESTING EXTENDED PARKING:** Use the following procedures in requesting approval for extended parking:

- (1) Contractor may submit a request any time prior to arrival of the aircraft. The request should be coordinated with the 618 AOC (TACC) scheduler and submitted directly to the airfield manager. While the mission is in execution, approval should be via the 618 AOC (TACC)/XOC.
- (2) The local operations center will advise the contractor whether the request has been approved, or disapproved prior to the arrival of aircraft.
- (3) The 618 AOC (TACC) scheduler may intervene at the contractor's request if these procedures result in denial.

**5.11. COMMERCIAL AIRCRAFT GROUND TIMES:** TACC planners and controllers will ensure commercial contracted cargo mission ground times are based on narrow body or wide body aircraft types as listed in the table below:

<b>Planning Ground Times (Cargo Aircraft)</b>					
<b>Aircraft Type</b>	<b>Originating</b>	<b>Terminating Stations</b>	<b>Enroute Stations</b>	<b>Turn-around Station</b>	<b>Exception L-100</b>
<b>Narrow-Body</b>	2+00	2+00	2+00	2+30	1+00
<b>Wide-Body</b>	3+00	3+00	3+30	3+30	N/A

**Notes:**  
 1. When a Wide-Body aircraft terminates an active mission and originates to another mission, ground time is 3+30 hours.  
 2. When establishing schedules, TACC planners and commercial schedulers retain flexibility to determine actual ground times based on particular mission needs.

<b>Planning Ground Times (Passenger Aircraft)</b>				
<b>Contracted ACL</b>	<b>Originating</b>	<b>Terminating Missions</b>	<b>Enroute Missions</b>	<b>Turn-around Missions</b>
<b>250 or less</b>	2+00	2+00	N/A	N/A
<b>251 or more</b>	3+00	3+00	N/A	N/A
<b>170 or less (small aircraft)</b>	N/A	N/A	1+30	2+00
<b>171 – 260 (medium aircraft)</b>	N/A	N/A	2+00	3+00
<b>261 or more (large aircraft)</b>	N/A	N/A	3+00	3+00
<b>Mixed</b>	2+00	2+00	2+00	2+00

**Notes:**

1. When a Wide Body Aircraft terminates an active mission and originates to another mission, ground time is 3+30 hours.
2. When establishing schedules, TACC planners and commercial schedulers retain flexibility to determine actual ground times based on particular mission needs.

**5.11.1. STATION DELAY:** When a commercial aircraft departs a station in delay, TACC/XOC controllers will contact the commercial carrier and USTC/TCAQ. The commercial carrier will provide a plan that attempts to return the mission back onto the originally scheduled times as allowed by follow-on arrivals, slot times, and mission needs. TACC/XOC controllers will ensure prior coordination with applicable agencies (Air Mobility Command Center, Command Post, Base Ops, Aerial Port, Etc...) is accomplished and appropriate deviation codes are accurately applied to all mission types.

**5.12. SECURE LAUNCH:** When secure launch is required and implemented, the 618 AOC (TACC) mission controller (XOC) may communicate a hold or abort order to the contractor representative (dispatcher) and USTRANSCOM/TCAQ-CO. The contractor dispatch shall in turn pass the secure launch, hold or abort order directly to the aircrew. If a hold or abort order is given, the aircrew shall not launch the aircraft. Aircrews should be prepared to hold in place until the approval to launch or the abort order is received from their operations center dispatch. The 618AOC/TACC/XOZ is the mission launch approval officer.

**5.13. POSITIVE LAUNCH:** When positive launch is required and implemented, the 618 AOC (TACC) mission controller (XOC) will immediately notify TCAQ-CO of locations requiring positive launch approval. The contractor shall contact the 618 AOC (TACC) one hour prior to departure for all aircraft impacted by Positive Launch. The 618 AOC (TACC) will provide a launch approval, hold, or abort order which the contractor shall pass directly to the aircrew. If a hold, or abort order is issued, the aircrew shall not launch the aircraft. Aircrews should be prepared to hold in place until approval to launch is received from their operations center dispatch. The 618 AOC (TACC)/XOZ is the mission launch approval officer.

**5.14. GROUND CHEMICAL WARFARE DEFENSE ENSEMBLE (GCWDE):** The contractor shall develop and incorporate GCWDE training for their aircrews and all other personnel that may accompany military missions into forward areas. This training will be based on AMC Pamphlet (PAM) 10-260, *Civil Reserve Air Fleet (CRAF) Aircrew Chemical-Biological (CB) Warfare Defense Procedures*. Contractor may obtain a copy of this reference material by contacting HQ AMC/A3BC, (618)229-1751. During readiness visits, the contractor shall present its training policy/program for review. Aircrew training may occur prior to or at CRAF activation. A log or other tracking tool shall be established for tracking trained personnel. Deployed contractor personnel shall comply with AMCPAM 10-260 during contingency actions, CRAF activation or as directed by HQ AMC.

**5.14.1. GCWDE TRAINING:** If HQ AMC/A3BC directs issuance of GCWDE, aircrew members may receive hands-on training and GCWDE for their flight into/out of the AOR. Contractors will brief the importance of receiving the appropriate GCWDE and additional training at CRAF Intermediate Staging Bases (ISBs) as identified by HQ AMC/A3BC. These services will only be offered at locations designated by HQ AMC/A3BC for these purposes. All Government furnished GCWDE kits will be returned to CRAF ISBs or sent to HQ AMC/A3B designated locations immediately after exiting the AOR.

**5.14.2. GCWDE ASSOCIATED PERSONNEL:** HQ AMC/A3BC will designate disaster preparedness personnel to provide the necessary administrative, training, and inspection requirements related to the issuance of GCWDE.

**5.15. PATRIOT EXPRESS GROUND HANDLING SERVICES AT BALTIMORE/WASHINGTON INTERNATIONAL (BWI) AIRPORT:** International Airlift Civil Reserve Air Fleet (CRAF) Contractor will provide ground handling services to move checked-in Air Mobility Command (AMC) baggage on Patriot Express (PE) missions at Baltimore/Washington International (BWI) Thurgood Marshall Airport associated with Transportation Security Administration (TSA) screening requirements. Ground handler will provide approximately two (2) to four (4) agents to move bags for duration of the six (6) hour check-in period. TSA will use three (3) X-ray machines in the International bag room.

## **SECTION 6 – SPECIFIC INFORMATION – DOMESTIC**

### **6. DOMESTIC OPERATIONAL REQUIREMENTS:**

**6.1. TRANSPORT REQUIREMENT:** Except as specifically provided in paragraph 5.8, "ROUTE SUPPORT," in this PWS, the Contractor shall transport only Government traffic on flights performed under this contract. The aircraft performing missions under this contract will not be considered public aircraft. Contractor shall also comply with all pertinent U.S. military regulations and directives at all military installations.

**6.2. TRANSPORTATION CONTROL AND MOVEMENT DOCUMENT (TCMD):** The Contractor shall transport each shipment that is accompanied by DD Form 1384, TCMD, issued by an activity of the DoD or other government agency and accompanied by shipper's declaration of dangerous goods as required.

**6.3. AIRCRAFT CAPABILITY:** The Contractor shall provide sufficient qualified cockpit crew members to finish each flight without delays and must furnish an aircraft for each flight capable of completing the flight without requiring regularly scheduled maintenance, except for en route and turnaround service unless permitted otherwise by the ACO.

**6.4. TRANSPORTING HAZARDOUS MATERIAL:** The Contractor (if FAA certified to carry hazardous material) shall transport hazardous materials aboard flights in accordance with AFMAN 24-204-IP, as provided by DOT Special Permits 7573 and 9232, or Title 49 CFR. All hazardous materials shall be properly prepared and cleared for air movement by the Government prior to loading the aircraft. Prior to departure, the aircraft captain will be briefed by the Government in accordance with AFMAN 24-204 or Title 49 CFR to include the following, as applicable:

**6.4.1.** DOT Special Permit 7573 or Special Permit 9232 is being used, if applicable. A copy of the special permit will also be provided.

**6.4.2.** DOT proper shipping name, hazard classification, and identification number prescribed in AFMAN 24-204-IP or Title 49 CFR for each hazardous item that is aboard the aircraft.

**6.4.3.** The total quantity in terms of weight or volume.

**6.4.4.** The location of the hazardous material in the aircraft.

**6.4.5.** Net explosive weight (NEW) of Class 1 explosives (if applicable).

**6.4.6.** Requirements for escorts, couriers and protective equipment.

**6.4.7.** Passengers permitted or not permitted.

**6.4.8.** Special information for use during emergency.

**6.4.9.** All cargo being carried under the terms of a DOT Exemption/Special Permit, a DoD Certificate or Equivalency and/or waivers. The aircraft captain will enter in the remarks section of the flight plan (DD Form 175, DD Form 1801, FAA Form 7233-1) the DOT proper shipping name and classification and NEW. In addition, the aircraft captain will insure that smoking and ignition of matches or lighters in the cargo compartment is prohibited. Packages showing evidence of leaking, moisture, staining or otherwise suspected of being damaged will be rejected. When transporting items whose vapors are toxic, flammable, explosive or have a low boiling temperature, the aircraft captain must insure that the aircraft is properly pressurized and ventilated.

**6.5. ON-LOADING AND OFF-LOADING OF AIRCRAFT:** The Contractor shall be responsible for the safe on-loading and off-loading of the aircraft in accordance with applicable Federal Aviation Regulations and individual aircraft specifications. A member of the Contractor's crew shall be responsible for weight and balance of Government traffic and shall make a visual check of cabin load and, if required, indicate approval of loading by signing the station compartment breakdown. The Contractor shall provide air terminal weight and balance forms

and any other required technical data to assist the air terminals in safely loading the aircraft. The Government shall be responsible for the accuracy of the weights entered on the DD Form 1907, Signature and Tally Record, by the loading supervisor.

**6.6. WEIGHT FOR PASSENGERS AND CARGO:** The Contractor shall obtain, from the local DoD office responsible for the movement of passengers, actual scaled weights of individuals with uniform, boots, helmet, weapon, web gear and hand-carried baggage. Use of standard body weights will not be accepted. If scales are not available, interrogated weights of individuals will be used in conjunction with the following additives to determine the total weight of each passenger: Boots: 4 pounds; Helmet: 3 pounds; Uniform: 3 pounds; Lightweight Load-carrying Equipment (MOLLE)/Web Gear: 6 pounds; Individual Body Armor (IBA): 40 pounds; Weapon M-4: 7 pounds; Squad Automatic Weapon (SWA): 17 pounds; M-9: 2 pounds; Hand Carried Baggage: 20 pounds (unless determined through interrogation, that the carry-on exceeds 20 pounds, then an upward adjustment must be made to accommodate the extra weight). All items transported in the cargo compartment of a Contractor aircraft shall be weighed. DoD users will weigh all LD-3 containers and 463L pallets and loose loaded baggage prior to loading in aircraft baggage pits and will furnish those weights to carrier personnel. The Government will weigh all items transported in the cargo compartment of a commercial aircraft in accordance with the Defense Transportation Regulation (DTR) Part III, Chapter 303, paragraph D.2.d.(5). To ensure actual weight data is useable for proper load planning, advance communication between the TMO/mobility/unit representative and air carrier must take place in sufficient time to prevent any loading delays prior to going operational.

**6.7. ARRIVAL NOTIFICATION:** Thirty (30) minutes prior to arrival, Contractor shall furnish the following information to the Command Posts:

- Mission number/call sign
- Aircraft number
- Verify or revise ETA
- Maintenance status
- Fuel required as applicable
- Any other operational information that will reduce ground time or enhance ground handling activities

**6.8. DIVERTED AND REROUTED FLIGHTS:**

**6.8.1. DIVERSIONS:** The en route rerouting of a trip due to hostilities, weather, medical emergency, maintenance problems, inflight emergencies, or natural disaster, constitutes a reason for a diversion. Both the Government and the Contractor have the right to divert any trip for these reasons.

**6.8.2. REROUTE:** The changing of a trip's route, with the approval of the ACO, to other than that which is specified in a delivery order.

**6.8.3. DIVERTED OR REROUTED AIRLIFT:** For the diverted or rerouted airlift contemplated by paragraphs 5.7.1. and 5.7.2. immediately above, when requirements generate and if the contractor is directed by the ACO or his duly authorized representative, the Contractor shall, in all such instances, furnish the required services in accordance with all the terms and conditions of this contract. On previously scheduled trips where diversion and reroute takes the form of adding or deleting points of airlift, the Contractor shall immediately alter his flight plans and perform the diverted or rerouted trips in accordance with the instructions of the ACO. The Contractor shall comply with all directions, including those given orally, of the ACO concerning diverted or rerouted airlift and in the case of oral directions these will be confirmed in writing by the ACO within three calendar days. In the event of Contractor-initiated diversions, the CRAF Program Management Office (618) 229-1751 and the 618 AOC (TACC) Global Operations Center (618) 229-0321 shall be notified within one hour.

**6.9. ROUTE SUPPORT:**

**6.9.1. ROUTE SUPPORT ITEMS AND PERSONNEL:** The contractor shall notify the ACO at least 24 hours prior to departure where support items or personnel are required for performance of this contract. With ACO approval, the Contractor may transport route support items and personnel, including support for aircraft not



operationally ready, in belly compartments, in any space available on a ferry segment of the mission. The Contractor will not be charged for use of Government 463L pallets nor for on/off-loading services in connection with moving route support cargo. Route support personnel are employed by the Contractor for route support and required for performance of this contract.

**6.9.2. TRANSPORT OF CONTRACTOR ROUTE SUPPORT ITEMS:** The Contractor route support items including the baggage of crews shall be stowed aboard the aircraft in a place that will not restrict or impede the immediate off-load at destination points of cargo and/or the personal baggage of passengers. The Contractors crew members shall not transport motorized cycles or like equipment on passenger flights.

**6.10. 618 TANKER AIRLIFT CONTROL CENTER (TACC), SCOTT AFB, IL:** In accordance with AMCI 11-208, the 618 AOC (TACC) is primarily concerned with mission monitoring. During CRAF activation, problems shall be directed to the 618 AOC (TACC) Channel Duty Officer at the Global Operations Center, (618) 229-0321 or (800)-247-6625 (800 AIR-MOBL), ext 229-0321. The 618 AOC (TACC) Duty Officer will, if required, contact the appropriate contract airlift duty officer.

**6.11. MISSIONS:** When positioning at the initial on-load station for a mission, the Contractor shall provide the AMC mission identifier, aircraft tail number, and estimated time of arrival (ETA) to the 618 AOC (TACC). This information shall be reported as soon as the aircraft departs the last station prior to positioning at the on-load station originating the mission. If a mission will be delayed beyond the scheduled or contractual positioning time, Contractor shall report within one (1) hour of departure time stating the cause for delay and the estimated revised ETA to the TACC.

**6.12. UNLAWFUL SEIZURE:** The Contractor, in performance of this contract, shall have established a program to prevent unlawful seizure of aircraft. At airports, bases, and air terminals where there is an AMC presence or where US forces are present and responsible for deployment/redeployment of forces, the military will be responsible for security processing of passengers at on/off load. At en route/technical stops and at locations where there is no AMC or military presence, security processing of passengers and safeguarding of classified equipment/material shall be the responsibility of the Contractor.

**6.13. SCHEDULE AND PASSENGER CHANGES:**

**6.13.1. SCHEDULE CHANGES:** The Contractor shall obtain approval from the ACO prior to making any schedule changes requested by the field units. A modification will be executed by the ACO for schedule changes beyond 24 hours from the original agreed departure time or which change the mission number.

**6.13.2. PASSENGER CHANGES:** The procurement of one-time charters is for use of the entire ACL of the aircraft. As required by the contract, the Contractor shall provide full plane service for the entire payload. In cases where the passenger count for a requirement subsequently increases/decreases not more than +/- ten (10) percent after contract award, the ACO will provide verbal notification to the Contractor and there will be no change in the contract price. The ACO may negotiate increases/decreases greater than +/- ten (10) percent. Those negotiated changes will result in contract modification.

**6.14. DELAYS/DIVERSIONS:**

**6.14.1. DELAY OR DEVIATION OF ITINERARY OR SCHEDULE:** When a delay or deviation from itinerary or schedule occurs at any point of a charter for any reason, the Contractor shall:

**6.14.1.1.** Immediately notify the ACO of any flight delays that are in excess of one (1) hour from the scheduled departure time. If the delay occurs after normal duty hours contact the 618<sup>th</sup> TACC Global Operations Center at (618) 229-0321 or (800) 247-6625, ext 229-0321, and have the Duty Officer notify the appropriate contract airlift duty officer.

**6.14.1.2.** Arrange meals for all passengers manifested on the flight if the delay extends over a meal period at the delayed station.

**6.14.1.3.** Arrange for overnight lodging and necessary transportation to and from such lodging when determined by the ACO. When delayed passenger care requires overnight billeting, Contractor shall ensure each delayed passenger is afforded the opportunity to have a separate room.

**6.14.2. CONTRACTOR RESPONSIBILITY DURING CONTROLLABLE DELAYS:** If the delay is determined to be chargeable against the carrier, the Contractor shall be responsible for any other added costs such as, but not limited to, the cost of meals and lodging, transportation to and from meals and lodging, bus waiting time charges, provisions for security of aircraft, all passengers and cargo, and cancellation or rescheduling charges. Additional charges to the contractor do not include personal costs incurred by the passengers.

**6.14.3. CONTRACTOR RESPONSIBILITY DURING UNCONTROLLABLE DELAYS:** Be responsible to provide care for the passengers during uncontrollable delays on a reimbursable basis when directed to do so by the ACO. Care of passengers includes billeting and transportation to and from billeting area. Meals and personal expenses, i.e., telephone calls, television, internet access, electronic gaming, etc., shall not be provided.

**6.15. UNAUTHORIZED TRANSPORT OF PERSONNEL ON FERRY SEGMENTS:** Under provisions of this contract only those Government personnel traveling for contract administration purposes are authorized transportation on the ferry segments of AMC CRAF flights.

**SECTION 7 – PATRIOT EXPRESS GROUND HANDLING SERVICES AT  
BALTIMORE/WASHINGTON INTERNATIONAL (BWI) AIRPORT**

**7. PATRIOT EXPRESS GROUND HANDLING SERVICES AT BALTIMORE/WASHINGTON INTERNATIONAL (BWI) AIRPORT:** International Airlift Civil Reserve Air Fleet (CRAF) Contractor will provide ground handling services to move checked-in Air Mobility Command (AMC) baggage on Patriot Express (PE) missions at Baltimore/Washington International (BWI) Thurgood Marshall Airport associated with Transportation Security Administration (TSA) screening requirements. Ground handler will provide approximately two (2) to four (4) agents to move bags for duration of the six (6) hour check-in period. TSA will use three (3) X-ray machines in the International bag room.

**7.0.1. PERIOD OF PERFORMANCE:** As indicated on delivery orders

**7.0.2. FREQUENCY OF SERVICE:** Actual number of missions vary based upon military requirements.

**7.0.3. BAGGAGE LOADING/UNLOADING:** For PE missions transiting Baltimore, Maryland the contractor will be responsible for ground handling services associated with Transportation Security Administration (TSA) screening requirements.

**7.1. BAGGAGE HANDLING PROCESS:** AMC passenger checked baggage will arrive on the conveyor belt in International Checked Baggage Inspection Area from check-in counter. Ground handler shall provide personnel to transport baggage from the belt system and position baggage on TSA X-ray machine to be scanned. Once bag is cleared by TSA, ground handler shall place bag into awaiting baggage cart for transport to aircraft for loading. If X-ray machine indicates an alarm, TSA will physically inspect bag. When TSA clears inspected bag, ground handler shall place bag into awaiting baggage cart for transport to aircraft for loading.

**7.2. WEAPON HANDLING PROCESS:** Ground handling personnel shall handle weapons as regular checked baggage processing through an X-ray machine. Ground handling personnel will not transport weapons to the aircraft until AMC counter contracted personnel verify 100% accountability.

**7.3. PET HANDLING PROCESS:** Ground handling personnel shall have representative(s) present at AMC counters in Concourse E no later than one hour and fifty minutes prior to aircraft departure. Agent shall escort all manifested pet(s) along with owner(s) to Pet Inspection Area located in Concourse D. If TSA Agent is not present, ground handling personnel will contact TSA Coordination Center at (410) 689-3637/3638 and inform Contracting Officer Representative (COR) personnel on duty. After TSA agent clears pet(s)/kennel(s), ground handling personnel will take possession of the pet(s) and transport to aircraft for loading. Passenger shall not have access to kennel(s) after TSA agent clears them.

## **APPENDIX 1 – DEFINITIONS AND ACRONYMS**

### **DEFINITIONS:**

**18 AF Increased Readiness** – When CRAF activation is anticipated, a message prepared by AMC/A3BC will be sent to all CRAF contractors advising them that 618 AOC (TACC) is in a posture of increased readiness, and providing information on where CRAF communications should be directed.

**618 AOC Global Organization** - Contingency missions - (618) 229-0320; Channel missions - (618) 229-0321; SAAM and Exercise missions - (618) 229-0323.

**Accident** – As it pertains to Aviation Disaster Family Assistance Act only, the term “accident” refers to any incident, deliberate or accidental in nature, involving a Contractor’s aircraft performing an AMC passenger mission in which one or more of the manifested passengers has been seriously injured or killed.

**Administrative Contracting Officer (ACO)** – USTRANSCOM/TCAQ-C assigned to manage airlift contracts acting within specific authority as delegated by the PCO and Federal Acquisition Regulations.

**Advisory Messages** – Any factors which could have a negative impact on mission success.

**Aircraft Call Up** - After a stage, segment, and/or section of CRAF is activated, the formal act of notifying a CRAF contractor that certain aircraft are required to meet DoD airlift requirements in response to a CRAF activation. Aircraft called up shall be given specific direction on where to relocate and scheduled departure times. Aircraft should be called up by registration number.

**Aircraft Positioning** - Placing of an aircraft at a specific departure point.

**Aircraft Substitution** – During CRAF activation, carriers may substitute aircraft of equal capability for aircraft being called up. Such aircraft substitutions must be acceptable to HQ AMC/A3BC and approved by the CO.

**Airlift Services** – All services (passenger, cargo, or medical evacuation) and anything the contractor is required to do in order to conduct or position the aircraft, personnel, supplies, and equipment for a flight and return. Airlift Services include ground related services supporting CRAF missions. Airlift Services do not include any services involving any persons or things which, at the time of the event, act, or omission giving rise to a claim, are directly supporting commercial business operations unrelated to a CRAF mission objective.

**Allowable Cabin Load (ACL)** – The weight of cargo, in short-tons, or the number of passengers converted to a weight that an aircraft can carry. This is also known as “payload”.

**AMC/A3BC** – CRAF Program Management Office. Directly responsible for the management of the CRAF. During CRAF activation, HQ AMC/A3BC augments and reports to the AMC Crisis Action Team (CAT) and 618 AOC (TACC)/CC for management of CRAF resources.

**AMC Mission** - Any charter flight performed by an air carrier under a contract with the United States Transportation Command.

**American Flag Carriers** - The term "US flag air contractor" means an air contractor holding a certificate under Section 401 of the Federal Aviation Act of 1958 (49 U.S.C. App. 1371). Foreign air contractors operating under permits are excluded.

**Arrival Message** – Notification of estimated arrival at planned destination airfield used for Command and Control (C2) purposes. Usually includes departure time, estimated arrival time at planned destination airfield and unusual maintenance issues.

**Augmenting Contractor Personnel** - Personnel provided by other than contractor enroute support CRAF contractors, who augment and perform duties at a contractor enroute support station when requested.

**Augmenting DoD Personnel** - DoD personnel provided as augmentees to support a contractor enroute support station. The support provided by these personnel may include, but is not limited to, GCWDE issue and training, intelligence and mission briefings, and limited AMC C2 functions.

**Baggage Service Center (BSC)** - Traces mishandled baggage AMC-wide, determines final action of case files, and compiles statistical data for HQ AMC.

**Base Aircraft** - The B-747-100 (wide body) cargo and passenger aircraft, possessing the capability to transport 0.170469 Million Ton Miles of cargo or 0.71029 Million Passenger Miles of personnel.

**Base Cargo Aircraft ACL** - This is calculated by dividing 180,000 pounds (the average maximum total cargo weight a B-747-100F can carry a distance of 3500 Nautical Miles (NM)) by 2,000 pounds (the weight in one short-ton). The result is 90 short-tons is multiplied by 87% (the average percent of cargo actually carried on commercial aircraft during contingencies), resulting in 78 short-tons.

**Base Passenger Aircraft ACL** - This is calculated by dividing 130,000 pounds (the average maximum total passenger weight a B-747-100 can carry a distance of 3500 NM) by a war planning passenger weight of 400 pounds (including full battle dress, duffel bag, etc.). The result is 325 passengers.

**Block Speed** - The average true airspeed, in knots, of an aircraft, including block out, ascent, cruise to destination, descent, and taxi to block-in.

**Blue Bark** - US military personnel, US citizen civilian employees of the DoD and the dependents of both categories who travel in connection with the death of an immediate family member. It also applies to designated escorts for dependents of deceased military members. Furthermore, the term is used to designate the personal property shipment of a deceased member.

**Category "B" (CAT B) Airlift** - AMC channel airlift for the transportation of passengers or cargo in full planeload lots on aircraft chartered from the commercial air industry. These international charter flights are scheduled by AMC on a regular basis to and from designated commercial airports and/or AMC gateways and/or military aerial ports.

**Channel Airlift** - Provides regularly scheduled airlift for movement of sustainment cargo, depending upon volume of workload, between designated aerial ports of embarkation and seaports of debarkation over validated contingency or distribution channel routes (JP3-17) There are also two types of channel services required distribution or contingency channel. Contingency channel supports sustainment operation of a Joint Chiefs of Staff-designated contingency. Combatant commands or Service headquarters (in conjunction with the affected geographic combatant commands) identify contingency airlift channels for USTRANSCOM validation. Contingency channels, once established, will be periodically reviewed to ensure priority codes are still warranted. Distribution channel a combatant command or Service headquarters (in conjunction with the affected geographic combatant commands) requested common-user channel route validated through USTRANSCOM, based on justification provided and transportation support feasibility.

**Children** – Ages 12 and under

**Civil Airlift Support Element (CASE)** - Upon request of 618 AOC (TACC), the HQ AMC/A3BC shall recruit a team of two to four Civil Airlift Support Specialists (CASSs), possessing cargo and passenger expertise, and volunteered by civil air contractor resources, who shall augment an AMC CRG or Expeditionary Airlift Wing at an on-load or off-load site. The CASE shall act as a liaison to facilitate support for civil aircraft and aircrews as they transit specific airfields.

**Contingency** – An emergency involving military forces caused by natural disasters, terrorists, or required military operations. Contingencies require plans, rapid response, and special procedures to ensure the safety and readiness of personnel, installations, and equipment. Civil air support may be required. Contingency missions are not considered Patriot Express (PE) airlift.

**Contingency Alert** - A situation prior to the actual awarding of an airlift mission or activation of the CRAF to ensure contractors are fairly compensated for services they may perform in preparation to support a contingency for AMC. "Contingency Alert" applies prior to a contingency when civil air support is required.

**Command and Control (C2) Agency** – A C2 agency from which the commander and staff direct actions in support of the unit's assigned mission. The C2 agency is the focal point of unit operations, and as such receives and disseminates orders, information, and requests necessary for the C2 of assigned forces and operations. Each AFB has some type of C2 agency – base, wing, MAJCOM – on (in rare cases) a combination of C2s at the same base. The number of personnel required to operate a C2 depends on the mission supported. Air Mobility Control Centers (AMCCs) are C2 agencies primarily located overseas, with the exception of Dyess AFB, TX.

**Contract Administrator (CA)** - Individuals assigned by USTRANSCOM at strategic locations throughout the world as a representative of the ACO. The CA assists in the management of assigned contracts acting within specific authority as delegated by the ACO.

**Contracting Officer Representative (COR)** – An individual who is designated and authorized in writing by the contracting officer to perform specific technical or administrative functions on contracts or orders.

**Contractor Controllable Delay** - A delay for any other reason besides those defined as contractor uncontrollable.

**Contractor Enroute Support** - A term applied to the CRAF contractor that contractually commits to supporting civil aircraft and crews flying in support of USTRANSCOM contract operations at any stage of CRAF activation as they transit specific civil airports.

**Contractor Enroute Support Station** - HQ AMC/A3BC selects civil airports as contractor enroute support stations based on the facilities available and the needs of CRAF and AMC.

**Contractor Uncontrollable Delay** - An arrival delay at destination stations caused by factors beyond the control and without the fault or negligence of the contractor.

**CRAF Activation** - The formal act of notifying CRAF contractors that a CRAF stage, segment, section and/or element or portions thereof are operational.

**CRAF Deactivation** - The formal act of notifying CRAF contractors that a CRAF stage, segment, section and/or element or portions thereof are no longer operational.

**CRAF Element** - As a part of a section, a CRAF element is identified as either passenger or cargo service.

**CRAF Section** - A CRAF section is a subordinate component of the segment. For example, within the International Segment are the Long-Range and Short-Range Sections.

**CRAF Segment** - A segment is the largest unit within CRAF. The CRAF has two segments: International, and National.

**CRAF Stage** – A portion of CRAF that may be activated for use in meeting JCS airlift requirements in support of US military involvement in worldwide contingencies.

**Critical Care Air Transport Team (CCATT)** - Physician, critical care nurse, and respiratory technician assigned to stabilized patient care.

**Critical Information** - Information about friendly activities, intentions, capabilities or limitations that an adversary needs in order to gain a military, political, diplomatic, or technological advantage, is considered critical. Examples of critical information are: for whom a contractor is flying; what the mission is; where the on-load and off-load locations are; where enroute locations may be; when the mission is going to be conducted; what military units may

be involved; and what cargo may be carried. Premature or improper release of critical information may prevent the successful completion of the mission and may even cause the loss of lives or damage to friendly resources.

**Deadhead Transportation** – IAW with FAR Section 121.491 - Flight time limitations: deadhead transportation is defined as “Time spent in deadhead transportation to or from duty assignment that is not considered to be a part of a rest period.”

**Deficit Traffic** - This term applies to a situation where the contractor's aircraft did depart, but where the full amount of traffic within the guaranteed ACL could not be transported on the flight involved due to reasons caused by the contractor.

**Demurrage** - Departure delays of more than three hours beyond the scheduled block time on completed cargo missions when delay is Government controllable.

**Departure Message** – Notification of departure from airfield used for C2 purposes. Usually includes departure time, estimated arrival time at planned destination airfield and unusual maintenance issues.

**Distinguished Visitor (DV)** - These passengers are senior officers (O6 or civilian equivalent and above) or senior public officials.

**Diversion** - The enroute rerouting of a trip due to: the threat of, or actual hostilities; weather; medical emergency; aircraft or aircraft equipment emergencies; or natural disaster. Both the Government and the contractor have the right to divert any trip for these reasons. The contractor shall be paid the USTRANSCOM rate for Government directed diversions.

**Dry Lease** - Lessor provides the asset to the Lessee for the Lessee to use. In return the Lessee pays the Lessor a contracted sum at contracted intervals.

- The lease of aircraft only. The lessee provides its own crew or pilot.
- The FAA defines a dry lease as the lease of an aircraft without a pilot.

**Emergency Leave** – Leave granted as a result of an emergency situation (personal or family) that requires the Service member's presence.

**Early departure** - A contracted commercial air mission that departs the blocks more than 20 minutes prior to the departure time as reflected in AMC's Global Decision Support System known as GDSS.

**Executive Order** – An order originating from the Executive Branch of the US Government, generally considered to be from the President.

**Exercise** – A military maneuver or simulated wartime operation involving planning, preparation, and execution. It is carried out for the purpose of training and evaluation. It may be a multinational, joint, or single-Service exercise, depending on participating organizations. Exercise missions are not considered PE airlift.

**Family Assistance Plan (FAP)** - A generic term referring to the air carrier family assistance plans required by the Aviation Disaster Family Assistance Act.

**Federal Family Assistance Plan (FFAP)** - A plan published on 6 July 1999 by the National Transportation Safety Board (NTSB).

**Global Patient Movement Requirements Center (GPMRC)/Theater Patient Movement Requirements Center (TPMRC)** - Patient movement control and regulating center responsible for validating patient movement requirements and matching patient needs with bed availability.

**Government Sponsored Personnel (Cargo only)** - Individuals under military orders stating they are escorts, couriers, and/or guards for cargo or human remains.

**Guaranteed Allowable Cabin Load (GACL)** - The amount the Government purchases.

**Intra-base Communication** - On base telephone service.

**Livery** – An identifying design (paint/insignia on an aircraft) that designates ownership.

**LOX** - Liquid Oxygen

**Major Discrepancy** - A discrepancy that counts as one violation towards the performance threshold outlined in the SDS for passenger and cargo missions.

**Manifests** - Movement record of traffic transported on aircraft operated by, for, or under the control of the DoD.

**Maximum Standard Payload** - The 'Maximum Standard Payload' as used by USTRANSCOM in its Uniform Negotiated Rates and Rules, is the same as the GACL or ACL. The GACL is the number of passengers and baggage weight, for which the contractor guarantees availability to the Government. GACL does not include weight of baggage equipment (i.e., LD3 containers, pallets, nets) or hand-carried baggage. This does not apply to cargo missions. The Government agrees to use this amount as the price basis regardless of whether the Government utilizes the full guaranteed capacity on any given flight.

**Military Installations** - Defined as airfields that are owned, leased, or controlled by the US Government.

**Minor Discrepancy** – A discrepancy that counts as 1/3 of a violation towards the performance threshold outlined in the SDS for passenger and cargo missions.

**Mobilization Representative (MOBREP)/Technical Advisory Group (TAG)** - The MOBREP is a person, and the TAG is made up of persons, provided by CRAF contractors to furnish technical advice and information designed to provide maximum coordination, efficiency, and effectiveness in the use of CRAF aircraft.

**Navigation Route Kit** - Navigation route kits are provided by the Government through the NGA and the DLA. NGA is responsible for content and publication. DLA is responsible for account management, shelf stock and automatic distribution. The contractors are required to retain and maintain in serviceable condition the publications and charts required in the kit. Contractors are authorized to use FLIPs and charts during peacetime commercial and military contract operations; however, the kits must be maintained in a ready status to support any stage of CRAF activation. A navigation kit generally consists of IFR/Visual Flight Rules (VFR) Enroute Supplements, Terminal High/Low Altitude Instrument Approach Books, IFR High/low Altitude Enroute Charts, IFR Area Charts, Area Arrival Charts, VFR Arrival/Departure Routes, US Terminal Procedures, Airfield Diagrams, Flight Information Handbook, General Planning Book, Area Planning Books, and Foreign Clearance Guide for the specific area of CRAF in which a contractor is contracted to fly (International, Domestic, or Alaska).

**Noncombatant Evacuation Operation (NEO)** - Protection and Evacuation of US Citizens and Designated Aliens in Danger Areas Abroad.

**On-Site Survey** - A comprehensive on-site evaluation by a DoD survey team to assess factors bearing on the suitability of a civil air contractor to perform airlift service for DoD agencies.

**Operational Control (OPCON)** - Transferable command authority that may be exercised by commanders at an echelon at or below the level of Combatant Command. OPCON is inherent in Combatant Command (command authority) and is the authority to perform those functions of command over subordinate forces involving organizing and employing commands and forces, assigning tasks, designating objectives, and giving authoritative direction necessary to accomplish the missions. OPCON includes authoritative direction over all aspects of military operations and joint training necessary to accomplish missions assigned to the command. OPCON should be exercised through the commanders of subordinate organizations; normally this authority is exercised through the Service component commanders. OPCON normally provides full authority to organize commands and forces and to employ those forces as the commander in operational control considers necessary to accomplish assigned missions.



OPCON does not, in and of itself, include authoritative direction for logistics or matters of administration, discipline, internal organization, or unit training.

**Operational Stop** - An operational stop is one made by the contractor for convenience.

**Operations Security (OPSEC)** - OPSEC is a process of identifying critical information and analyzing friendly actions during military operations and other activities, in order to determine what can possibly be observed by potential adversaries and determine what indicators can be interpreted or pieced together to derive critical information that could be useful to an adversary, and then selecting and executing measures that eliminate or reduce the vulnerabilities of friendly actions to adversary exploitation. The OPSEC process includes communication security (COMSEC), emissions security (EMSEC), and information security (INFOSEC).

**Originating Station** - The initial on-load station of a mission.

**Pallet - 463L System** - Aircraft pallets, nets, tie down and coupling devices, facilities, handling equipment, procedures, and other components designed to interface with military and civilian aircraft cargo restraint systems which accepts pallets 108" x 88".

**Passenger Manifest** - A list of passengers assembled for an AMC mission in whatever form or media that has been fully reconciled. In practical terms, this means that every passenger listed on the manifest has been verified as having been on board the aircraft when it departed.

**Patriot Express (PE) Airlift** - AMC channel airlift for the transportation of passengers in full planeload lots on aircraft chartered from the commercial air industry. These international charter flights are scheduled by AMC on a regular basis to and from designated commercial airports and/or AMC gateways and/or military aerial ports.

**Passenger Convenience Delay** - When a delay exceeds four hours, the ACO may determine to add up to 12 hours to the current controllable or non-controllable delay for the comfort and interest of the passengers.

**Pets** - Cats and dogs only.

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

**Positioning or Depositioning Mission** - Missions performed to relocate aircraft for the purpose of conducting a mission. Depositioning missions are those made to return aircraft from bases at which missions have terminated.

**Positive Launch** - Used by 618 AOC (TACC) for missions operating into locations requiring flow control or other management control.

**Procuring Contracting Officer (PCO)** - A contracting officer designated to solicit, negotiate, and award airlift contracts.

**Productive Payload** - The payload that represents 75% of the aircraft's maximum payload.

**Reroute** - The changing of a trip's route to other than that which is specified in the continuation of SF30 or in a Delivery Order.

**Route Support:**

- **Intercompany Route Support:** When one contractor wishes to move route support for another contractor on a non-revenue basis.

- **International Route Support:** Authorized route support may include the movement of positioning crewmembers and the direct support of aircraft parts and components and ground support items in direct support of an AMC mission.
- **Intracompany Route Support:** When one contractor wishes to move it's own route support.
- **Revenue Route Support:** There will be times when USTRANSCOM airlift contractors are unable to support themselves adequately through the route support means provided for in the contract. When a contractor desires, they may have their route support moved as Government-sponsored traffic (revenue route support).

**Safe Haven** – Emergency assistance provided by an installation due to circumstances beyond a contractor's control (such as severe weather or equipment breakdown)

**Schedules** - The detailed arrangements regarding the days and time of day of the flight operations required to perform the air transportation services called for under this contract.

**Secure launch** - Used by 618 AOC (TACC) for missions operating into high threat locations.

**Special Assignment Airlift Mission (SAAM)** - A mission requiring special pickup/delivery at locations other than those established within the approved channel structure or requiring special consideration because of the number of passengers, weight or size of the cargo, urgency or sensitivity of movement, or other special factors. SAAMs are not considered PE airlift.

**Spotlighting** – The attempt by unknown individuals to shine light on aircraft, landing or departing, with possible hostile intent.

**Supervisory Contractor Representative (SCR)** – The person responsible for the control of contractor personnel involved in concurrent servicing operations, fuel nozzle connection/disconnection, and operation of refueling control panel on commercial aircraft.

**Stage I** - COMMITTED EXPANSION. Stage I may be activated for a minor regional contingency or other situation when AMC organic airlift resources cannot meet both deployment and other airlift requirements simultaneously. It is comprised of only International Long-range segment.

**Stage II** - DEFENSE AIRLIFT EMERGENCY. This stage is activated to support a defense airlift emergency. It responds to requirements greater than Stage I but is less than full national mobilization. It is comprised of both the International and National three segments.

**Stage III** - NATIONAL EMERGENCY. This stage is activated to support a declared national defense-oriented emergency or war, or when otherwise necessary for the national defense. It is comprised of both the International and National segments.

**Stages I, II, and III Activation Message** - This message, addressed to all CRAF contractors, with information copies forwarded to appropriate Government addressees will advise CRAF contractors that CRAF is activated and will include the approximate percentage of aircraft and type of airlift (cargo or passenger) which may be required.

**Stages I, II, and III Activation Warning** - This message, sent to all CRAF contractors with an information copy to appropriate Government addressees, serves as an advisory for contractor company planning.

**Standard Allowable Cabin Load (ACL)** - ACL identified in Rates and Rules by Aircraft Type.

**Standard Communication** – HF communications is the standard/primary means of worldwide C2 agency communications.

**Substitute Service** - The substitution of an aircraft to replace contractor's aircraft which is unable to proceed from the departure station or from any enroute station short of destination IAW schedules established pursuant to this contract.

**Tanker Airlift Control Center (618 AOC (TACC))** - Global air operations center responsible for centralized command and control of Air Force and commercial contract air mobility assets 24 – hours – a – day. It plans, schedules, and tracks tanker airlift and aeromedical evacuation aircraft worldwide to accomplish AMC's Global Reach mission.

**Technical Advisory Group (TAG)/MOBREP** - The MOBREP is a person, and the TAG is made up of persons, provided by CRAF contractors to furnish technical advice and information designed to provide maximum coordination, efficiency, and effectiveness in the use of CRAF aircraft.

**Theater Patient Movement Requirements Center (TPMRC)/GPMRC** - Patient movement control and regulating center responsible for validating patient movement requirements and matching patient needs with bed availability.

**Traffic Stop** – A military required stop. The contractor must meet scheduled arrival and departure times.

**Turnaround Station** - That station of a round-trip mission where the mission number changes or initial backhaul on-load station of a round-trip SAAM.

**Unaccompanied Minor** – Ages 10-17.

**Wide Body Equivalent (WBE)** - The capability of an aircraft in relationship to the Base Aircraft. This is computed by dividing the million ton mile (MTM) or million passenger mile (MPM) of the aircraft by the MTM or MPM of the Base Aircraft.

**ACRONYMS:**

618 AOC (TACC)	618 Tanker Airlift Control Center
ACO	Administrative Contracting Officer
ADFAA	Aviation Disaster Family Assistance Act
AFB	Air Force Base
AFH	Air Force Handbook
AFI	Air Force Instruction
AFJI	Air Force Joint Instruction
AFMAN	Air Force Manual
AFS	Air Force Specialty
AFOSHSTD	Air Force Occupational Safety and Health Standard
AFTN	Air Force Transportation Network
AGE	Aerospace Ground Equipment
ALOC	Air Line of Communication
AMC	Air Mobility Command
AMCC	Air Mobility Control Center
AMCI	Air Mobility Command Instruction
AOR	Area of Responsibility
APOD	Aerial Port of Debarkation
APOE	Aerial Port of Embarkation
APU	Auxiliary Power Unit
AQP	Airport Qualification Program
AR	Army Regulation
ARINC	Aeronautical Radio, Incorporated
ATC	Air Traffic Control
ATD	Actual Time of Departure
ATOC	Air Terminal Operations Center
BSC	Baggage Service Center
C2	Command and Control
CA	Contract Administrator
CAO	Casualty Affairs Office
CASE	Civil Airlift Support Element
CASS	Civil Airlift Support Specialists
CAT	Crisis Action Team
CAT B	Category B
CCATT	Critical Care Air Transport Team
CFR	Code of Federal Regulation
CLIN	Contract Line Item Number
CO	Contracting Officer
COINS	Commercial Operations Integrated System
COMSEC	Communications Security
CONOPS	Concept of Operations
CONUS	Continental United States
COR	Contracting Officer's Representative
CRAF	Civil Reserve Air Fleet
CSS	Concurrent Servicing Supervisor

DESC	Defense Energy Support Center
DFAS	Defense Finance and Accounting Service
DISCO	Defense Industrial Security Clearance Office
DISO	Defense Industrial Security Officer
DLA	Defense Logistics Agency
DO	Delivery Order
DoD	Department of Defense
DoDD	DoD Directive
DoDAAC	DoD Activity Address Code
DOT	Department of Transportation
DSS	Defense Security Service
DV	Distinguished Visitor
EL	Emergency Leave
EMSEC	Emissions Security
EMTF	Expeditionary Mobility Task Force (21 EMTF and 15 EMTF)
EPA	Environmental Protection Agency
ERS	Enroute Support Service
ESCAT	Emergency Security Patrol of Air Traffic
ETA	Estimated Time of Arrival
ETD	Estimated Time of Departure
ETIC	Estimated Time Aircraft Will Be In Commission
ETOPS	Extended Twin-Engine Operations
FAA	Federal Aviation Administration
FAM	Federal Air Marshall
FAP	Family Assistance Plan
FFAP	Federal Family Assistance Plan
FAR	Federal Acquisition Regulation
FAR	Federal Aviation Regulation
FCG	Foreign Clearance Guide
FLIP	Flight Information Publication
FSO	Facility Security Officer
FSSZ	Fuel Servicing Safety Zone
GACL	Guaranteed Allowable Cabin Load
GCWDE	Ground Chemical Warfare Defense Ensemble
GDSS	Global Decision Support System
GMT	Greenwich Mean Time
GPMRC	Global Patient Movement Requirements Center
HF	High Frequency
HQ	Headquarters
IATA	International Air Transportation Association
IAW	In Accordance With
ICAO	International Civil Aviation Organization
ID	Identification
IFF	Identification of Friend or Foe
IFR	Instrument Flight Rules
INFOSEC	Information Security
INS	Inertial Navigation System

LOX	Liquid Oxygen
MAJCOM	Major Air Command
MHE	Material Handling Equipment
MOBREP	Mobilization Representative
MOG	Maximum on Ground
MPM	Million Passenger Mile
MRT	Maintenance Recovery Team
MTM	Million Ton Mile
MTMC	Military Traffic Management Command (SDDC as of 1 Jan 04)
MV	Mobilization Value
NEO	Noncombatant Evacuation Operation
NEW	Net Explosive Weight
NGA	National Geospatial-Intelligence Agency
NM	Nautical Mile
NORAD	North American Aerospace Defense Command
NTSB	National Transportation Safety Board
OCONUS	Outside Continental United States
OET	Office of Emergency Transportation
OL-R	Operating Location R located at Ramstein AB Germany
OL-T	Operating Location T located at Yokota AB Japan
OPCON	Operational Control
OPSEC	Operations Security
PCO	Procuring Contracting Officer
PE	Patriot Express
PL	Public Law
POD	Proof of Delivery
POL	Petroleum, Oil, Lubricants
PWS	Performance Work Statement
RSPA	Research and Special Programs Administration
SAAM	Special Assignment Airlift Missions
SCR	Supervisory Contractor Representative
SDDC	Military Surface Deployment and Distribution Command (formerly MTMC)
SDS	Service Delivery Summary
SIF	Selective Identification Feature
SPINS	Special Instructions
SPR	Single Point Refueling
SSAN	Social Security Account Number
TA	Team Arrangement
TAG	Technical Advisory Group
TALCE	Tanker Airlift Control Element
TCN	Transportation Control Number
TDD	Time Definite Delivery
TO	Technical Order or Task Order
TSA	Transportation Security Administration
TMPRC	Theater Patient Movement Requirements Center
UN	United Nations
US	United States

USAF	United States Air Force
USCG	United States Coast Guard
USDA	United States Department of Agriculture
USDAO	United States Defense Attaché Office
USTRANSCOM	United States Transportation Command
VFR	Visual Flight Rules
WBE	Wide Body Equivalent

**APPENDIX 2 – REFERENCED PUBLICATIONS AND FORMS**

**PUBLICATIONS:** All technical manuals, regulations, and publications are available for review on the internet using the following websites:

- AIR FORCE and AMC Publications: <http://www.e-publishing.af.mil>
- DEPARTMENT OF DEFENSE Publications: <http://www.dtic.mil/whs/directives>
- ARMY Publications: <http://www.apd.army.mil/>
- NAVY Publications: <http://doni.daps.dla.mil/>
- DFAS Publications: [www.dfas.mil](http://www.dfas.mil)
- DoDEA Publications: [http://www.dodea.edu/regs/regs\\_num.htm](http://www.dodea.edu/regs/regs_num.htm)
- DESC Publications: <http://www.desc.dla.mil/DCM/DCMPage.asp?LinkID=DESCSFASInterimPolicy>
- Joint Travel Regulation: <http://perdiem.hqda.pentagon.mil/perdiem/trvregs.html>

**NOTE:** Contractors shall refer to the most recent regulations/publications. For assistance, please contact the CO.

**The following publications are incorporated by reference:**

<b>Directive</b>	<b>Title</b>	<b>Date</b>	<b>Reference In</b>	<b>Mandatory or Advisory</b>
AFH 41-114	Military Health Services System (MHSS) Matrix Table 42	MAR 1997	3.1.4.	Advisory
AFI 10-245	Antiterrorism (AT)	MAR 2009	3.1.5	Advisory
AFI 10-1001	Civil Aircraft Landing Permits	SEP 1995	3.7(1) and 4.16.4.2	Mandatory
AFI 21-101	Aircraft and Equipment Maintenance Management	JUL 2010	4.11.2.	Mandatory
AFI 21-101, AMC Suppl 1	Aerospace Equipment Maintenance Management, Atch 11 Paragraph 1.8.4.	JAN 2008	E-2.b., 4.11.2.	Mandatory
*AFI 31-101	Integrated Defense(For Official Use Only) Chapter 97 - Entry and Circulation Control Procedures for Restricted and Controlled Areas, paragraph 7.2.	OCT 2009	4.2.1.	Mandatory
AFI 31-401	Information Security Program Management	NOV 2005	4.2.1.	Mandatory
AFMAN 23-101	USAF Material Management	AUG 2009	3.7.	Advisory
AFMAN 24-204 IP	Preparing Hazardous Materials for Military Air Shipments	SEP 2009	1.3.13.	Advisory
AFI 91-203	Combustible material Chapters 5	JUL 2012	3.5.3.	Advisory
AMCI 10-402	Civil Reserve Air Fleet (CRAF)	NOV 2011	Appendix 5, Para 4.1	Mandatory
*AMC PAM 10-260	Civil Reserve Air Fleet (CRAF) Aircrew Chemical-Biological, Warfare Defense Procedures	DEC 2009	4.24.	Advisory
DoDI 3020.41	Contractor Personnel Authorized to Accompany U.S. Armed Forces	OCT 2005	4.26.1.2	Advisory
DoD 4500.9	Defense Transportation Regulation, Part III	SEP 2007	1.1.2.8.4	Advisory
DoD 4500.54-G	DoD Foreign Clearance Guide	Daily	Appendix 4, Para 1.0	Mandatory



DoD 5200.2-R	Personnel Security Program	JAN 1987, CH1 FEB 1990, CH2 JUL 1993, CH3 FEB 1996	4.2.3.2.1.	Mandatory
DoD 5220.22-M	National Industrial Security Program Operating Manual	FEB 2006	4.2.2. 4.2.3.	Mandatory
CFC FRAGO 09-1038	Contracting Officer's Guide to Specific Contract requirements for Iraq/Afghanistan Theater Business Clearance	JAN 2009	4.25.1	Mandatory
DoD PGI 225.74	Contractor Personnel Authorized to Accompany U.S. Armed Forces	JAN 2009	4.25.1.2	Mandatory
AR 95-2	Airspace, Airfields/Heliports, Flight Activities, Air Traffic Control, and Navigational Aids	APR 2007	4.16.4.2.	Mandatory
DFAS-IN 37-1	Finance and Accounting Policy Implementation	JUN 2004	3.7.	Mandatory
DoDEA Regulation 1342.13	Eligibility Requirements for Education of Elementary and Secondary School- Age Dependents in Overseas Areas	SEP 2006 CH 2 FEB 2008	3.6.1.	Advisory
*NORAD Instruction 10-41(S)	Wartime Safe Passage of Friendly Military Aircraft	JAN 2004	Appendix 5, 5.5.3.	Mandatory
DESC Policy # I-3	Fuel Purchase Agreement Procedures	AUG 08	3.4.1	Mandatory
DESC Policy # I-7	Cash Sales Procedures for Defense Working Capital Fund (DWCF) Owned Fuel	AUG 08	3.4.1	Mandatory
JTR	Joint Travel Regulations (JTR) Department of Defense (DoD), Volume 2, Civilian Personnel	Monthly	Solicitation B-3b	Advisory
*TO 00-25-172	Ground Servicing of Aircraft and Static Grounding/Bonding with Change 3	9 Aug 13 with change dated 3 Dec 23	3.5.3.	Mandatory
*TO 00-25-172 CL-1	Checklist -- Concurrent Servicing of Commercial Contract Cargo and Passenger Aircraft with Change 12	19 Oct 13	3.5.3.	Mandatory
*TO 00-25-172 CL-2	Checklist -- Concurrent Servicing of Commercial Cargo Contract Aircraft with Change 1	NOV 1989 CH 1 dated 12 Jun 2009	3.5.3.	Mandatory
*T.O. 36M-1-141	Operating Instruction 463L Material Handling Equipment System	JUN 2000	1.3.18	Mandatory
* May not be available on a website. Please contact the ACO for assistance in obtaining the information.				

**Forms:**

Form Number	Title	Date	Referenced in
AF 310	Document Receipt and Destruction Certificate	NOV 1995	Section 4, 4.2.8.3.1
AF 4080	Load/Sequence Breakdown Worksheet	MAY 2002	Section 3, 3.1.2.
AMC 140	Space Available Travel Request	AUG 2002	Section 1, 1.1.2.3.2.15.2
AMC 305	Receipt for Transfer of Cash and Vouchers	MAY 2002	Section 1, 1.1.2.3.2.20
DD 139	Pay Adjustment Authorization	MAY 1953	Section 1, 1.1.2.3.2.21
DD 254	DoD Contract Security Classification Specification	DEC 1999	Section 4, 4.2.1.

DD 1907	Signature and Tally Record	NOV 2006	1.3.12.
DD 2400	Civil Aircraft Certificate of Insurance	JAN 2008	Appendix 3, 11.0.
DD 2401	Civil Aircraft Landing Permit	JAN 2008	4.16.3., 4.16.3.1., 4.16.4, Appendix 3, 11.0.
DD 2402	Civil Aircraft Hold Harmless Agreement	JAN 2008	Appendix 3, 11.0.
SF 153	COMSEC Material Report	SEP 1988	4.2.5, 4.2.8.3.1.
CRAF Form 1297	Government Furnished Equipment	JAN 2009	Section 4, 4.2.5

### **APPENDIX 3 – REQUIRED REPORTS**

**A3.1. GENERAL:** The following reports are required in the performance of this PWS.

**A3.2. LIST OF AIRCRAFT:** The contractor shall submit with their offer a List of Aircraft being offered to the CRAF. The contractor shall identify aircraft by type, FAA Aircraft Registration (tail) Number, and indicate whether the aircraft is owned (O) or leased (L) as outlined in sample Appendix 3A. If at any time during the period of performance of this contract, a change to the List of Aircraft is required, contractor shall submit the changed information to USTRANSCOM/TCAQ-CP. In addition to the updated list of aircraft the following documents are also required:

- a. Daily maintenance snapshot showing the current status of the entire fleet (dated within 7 days of submission);
- b. Rolling 3-quarter heavy maintenance plan/forecast covering the quarter of change plus the previous quarter and the next future quarter (3 quarters total);
- c. Mode S EHS Exemption certificates, (if applicable);
- d. Updated Statement of Lease Conformance (if applicable) and
- e. Either:
  1. CRAF data sheets and current certified computer flight plan, if adding a new aircraft type; or
  2. CRAF data sheet (front and back), if adding an aircraft to an existing data sheet.

**A3.2.1. ALL OPERATIONS:** In the event a flight containing SECRET or CONFIDENTIAL material is delayed, interrupted or terminated at an unscheduled point, immediate notice to that effect shall be given to the ACO. Prompt and strict compliance with instructions received as pertains to the security of the SECRET or CONFIDENTIAL material shall be maintained. To determine the security clearance of CRAF personnel, call the FSO. If unsuccessful, then contact the Department of Defense Security Services Center at 1-888-282-7682, Option 6 or DSN 850-2265.

### **A3.3. ACCIDENT REPORTING FOR DoD-APPROVED CARRIERS:**

**A3.3.0.1. ALL CERTIFICATE OPERATIONS:** When a DoD-approved air carrier is involved in an accident (see 3.0.1.1.), whether on a DoD mission or not, the carrier will notify HQ AMC/A3B, Scott AFB IL at (618) 229-4801 or 4343. Accident information should be provided within the next business day by the most expeditious means available. Fatal or otherwise serious accident information is forwarded to the Commercial Airlift Review Board (CARB) for review IAW public law. The following information is requested for all accident reports:

- (1) Carrier and mission number.
- (2) Aircraft type and number.
- (3) Date and time of the accident.
- (4) Last point of departure and point of intended landing of the aircraft.
- (5) Nature of the accident and the extent of damage to the aircraft so far as is known.
- (6) Total number of souls (crewmembers & passengers) on board.
- (7) Number of injured and fatalities aboard the aircraft.
- (8) Condition of baggage or government-owned material, if any, on board.

**A3.3.0.1.1.** Accidents and incidents are defined in 49 CFR, Part 830. Incidents that occur on military charters must be reported in accordance with the following instructions. Since the classification of events can change between the accident and incident definition as additional facts are learned, carriers are asked to keep HQ AMC/A3B informed of all mishaps that occur on certificate operations which have the potential to fall into the accident realm.

**A3-3.0.2. Military Charter Missions:** When an air carrier is involved in an accident or incident (see 3.0.1.1.) in conduct of a military charter mission, the air carrier will transmit the above report information, by the most expeditious means available, to the HQ AMC Command Center at Scott AFB, Illinois, telephone (618) 229-0360. Within the next business day, notification must also be made to the Administrative Contracting Officer/Chief

International Airlift Management Branch, USTRANSCOM, Scott AFB IL, (618) 220-7121, and to HQ AMC/A3B at (618) 229-4801 or 4343.

**A3.3.1. AVIATION DISASTER FAMILY ASSISTANCE ACT (ADFAA) IMPLEMENTATION:** The purpose of this paragraph is to provide the framework to be followed in implementing the family notification provisions of the ADFAA in the event of an accident involving a contractor aircraft performing an AMC mission. It is designed to permit the integration of the contractor's response under its family assistance plan (FAP) required by 49 U.S.C. 41113 or 41313, with DoD's response to ensure seamless and effective implementation of the goals of the ADFAA and the contractor's responsibilities as described in the ADFAA and Federal Family Assistance Plan (FFAP) published by the National Transportation Safety Board (NTSB) in 1999.

**A3.3.1.1.** This applies to any accident resulting in serious injury or death to a DoD sponsored passenger on board a contractor aircraft performing an AMC mission.

**A3.3.1.2.** The ADFAA implementation requirement is intended to complement a contractor's FAP. Contractors will provide a current copy of their approved FAP to USTRANSCOM upon request. The FAP will be treated as proprietary information by DoD and handled accordingly.

**A3.3.1.3.** In accordance with the paragraphs outlined above, the general concept of operations in the event of an accident involving an AMC mission is as follows:

**A3.3.1.3.1.** DoD, including entities acting on behalf of DoD, will solicit emergency POC information from passengers boarding AMC charter flights and maintain the information collected in a readily retrievable form.

**A3.3.1.3.2.** Upon notification of a mishap, the Accident Carrier will immediately establish contact with the Casualty Affairs Offices (CAOs) of the Military Services using contact information provided below for this purpose, or by other means. The purpose in establishing such contact is to coordinate and facilitate family notifications and follow-on support activities with the CAOs.

U.S. Army Casualty Affairs:	(800) 626-3317
U.S. Air Force Casualty Affairs:	(800) 433-0048
U.S. Marine Corps Casualty Affairs:	(800) 847-1597
U.S. Navy Casualty Affairs:	(800) 368-3202

**A3.3.1.3.3.** In the event of a mishap, 618 AOC (TACC) will provide the passenger manifest, including any emergency POC information collected, to the Accident Carrier. The manifest will be provided as soon as is practicable after accident notification, consistent with the goals and requirements of the ADFAA. Upon receipt of the passenger manifest, the Accident Carrier shall initiate the family member notification processes outlined in its FAP using the emergency POC information provided.

**A3.3.1.3.4.** The Accident Carrier will activate its established response plan and maintain contact with 618 AOC (TACC). The Accident Carrier will provide, as necessary, 618 AOC (TACC) with updated information relating to the mishap, status of the passengers, and the accident flight.

**A3.4. NOTICE OF ACCIDENTS – ALL CARRIER OPERATIONS:** When a contractor's aircraft is involved in any accident, DoD or otherwise, the contractor shall transmit the information in paragraph 3.0 above to HQ AMC/A3B, Scott AFB IL (618) 229-4801/4343. Incidents are reportable to HQ AMC/A3B only when they occur on a DoD charter. Accident and incident information should be provided on the next business day by the most expeditious means available. Accidents and incidents are defined in 49 CFR, Part 830.

**A3.5. AIRCRAFT MEDICAL INCIDENTS:** Report all aircraft medical incidents in flight, or while AMC passengers are under the control of the pilot in command, to the first available COR or CA, at the next enroute station for in flight incidents, or the station where the incident occurs.

**A3.6. DoD CASUALTIES:** In cases where a death occurs on a contractor's aircraft, the following information shall be furnished via telephone to the phone numbers listed below: Name, Social Security Account Number

(SSAN), and component of service identified as Army-USA, Air Force-USAF, Navy-USN, Marine Corps-USMC, Coast Guard-USCG. The following is a list of phone numbers for service casualty offices:

US Army: (800) 626-3317

US Air Force: (800) 433-0048

US Marine Corps: (800) 847-1597

US Navy: (800) 368-3202

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

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

A faxed informational copy shall be provided to USTRANSCOM/TCAQ-C (fax no. (618) 220-7909), HQ AMC/A4T (fax no. (618) 256-6476) and 618 AOC (TACC)/XOG, (fax no. (618) 229-1978) or Emergency Action Cell (fax no. (618) 229-0153).

### **A3.7. MILEAGE REPORT PROCEDURES (INTERNATIONAL):**

**A3.7.1. REPORT SUBMISSION:** Contractors shall submit monthly round-trip and one-way trip mileage and associated financial data to USTRANSCOM/TCAQ-C, 508 Scott Dr., Scott AFB IL 62225. Reporting period shall include the first day through the last day of each month and shall be submitted monthly within 60 days after the end of the reporting period. Completed mileage reports will be submitted at the same time the Monthly Fuel Report is submitted. See para 13.0, Fuel Adjustment Procedures, below. Negative reports are required when no flying was performed.

**A3.7.1.1. FUEL REIMBURSEMENT:** Carriers are required to adhere to the terms and condition of the DLA-E fuel purchase agreement (FPA). If carriers fail to pay fuel debts owed to DLA-E, in accordance with the terms of the DLA-E fuel purchase agreement, on the day due, USTRANSCOM reserves the right to suspend all future entitlement-based expansion business until the carrier provides documentation to support the delinquent fuel debt has been paid. In addition, USTRANSCOM retains a second option to apply an immediate right to offset or recoup the owed amount in mission payments due the contractor. Carriers are required to notify the USTRANSCOM contracting officer if it fails to make payment of DLA-E debt within 24 hours of missing a payment.

**A3.7.2. INSTRUCTIONS:** One-way and round trip worksheets are used for the monthly reporting of statistical data. Both of these reports become an integral part of the statistical base used during the rate review process. Sample mileage report formats are provided as Appendix 3B-1 and Appendix 3B-2. The report formats in Excel will be provided electronically to each contractor.

- At the top of each worksheet, enter carrier name, type aircraft, entity, type of service (pax or cgo), aircraft days, available cabin load (ACL), and month and year. A separate schedule should be completed for each different geographic reporting entity (ATL or PAC), type of service (pax or cgo), and aircraft type (B-747, B-767). Also, report each AMC mission flown, listing the mission data line-by-line, in chronological order to the day of the month operated. If additional space is required for a mission, utilize a second line. Segregate missions by geographical entities to correspond to your Form 41 reports.
- The following guidelines should cover 95 percent of all AMC missions flown. When miles and hours are assigned to AMC in the one-way and round-trip worksheets, the gallons should be assigned to AMC in the fuel report so all information tracks. Other situations not covered by the following will be considered and should be brought to the attention of the USTRANSCOM analyst for review.
- **AMC Mission Number.** The mission number can be identified as a 6 or 7 position number. The mission number is identified on the finalized Delivery Order B-page, i.e., BBAF1N2 or AAM0193.
- **AMC Mission Route as Flown.** Insert the station codes for the points actually transited on an AMC mission. Show only these stations beginning with the first point from which the AMC live operation actually began (the initial on-load point) continuing throughout the intervening stations to the AMC terminating station where the live AMC mission ends (final AMC off-load point). Identify all departures, and place operational stops, which are made for carrier crew change, fueling, etc, with an asterisk. Identify stations using four letter ICAO codes.
- **AMC Revenue Miles and Hours.** There are five categories of miles considered revenue data and this data is used in allocating cost during the rate review.

AMC Revenue Miles & Hours				
Round - Trip		One-Way		
Live	Paid Ferry	Live	Empty Backhaul/Fronthaul	Paid Ferry
I	ii	iii	iv	v

- (i) Report the round-trip miles and hours flown from initial on-load to final off-load point which correlate to the AMC paid mission miles.
- (ii) There are two kinds of paid ferry associated with AMC round-trips that should be reported as revenue statistics:
  - a. Paid ferry to position an aircraft for an AMC mission. In the case of a ferry where the carrier is paid to position an aircraft for an AMC round-trip mission, report the ferry miles and hours flown correlating to the paid ferry miles.
  - b. Paid ferry at the conclusion of a round-trip to pay for miles from terminating station back to originating station (commonly known as an “Open Jaw” trip). In the case of a ferry where the carrier is paid for the miles between terminating and originating stations, report the miles and hours flown which most closely parallel the paid ferry mile to close the “Open Jaw”. Remember this ferry is at the conclusion of a round-trip.
- (iii) Report the one-way live miles and hours flown from initial on-load to final off-load point which correlate to the paid mission miles.
- (iv) For the empty backhaul of outbound one-way missions (flight originating in CONUS and Hawaii) report miles and hours flown for the two legs immediately after the one-way mission. For inbound one-way missions (flights terminating in the CONUS and Hawaii) report miles and hours flown for two legs immediately before the one-way mission. How did the aircraft position to a foreign location for an inbound mission to the CONUS? Did it fly empty? Was it in commercial service? The number of leg segments of empty backhaul/fronthaul should logically correspond to the live one-way leg segments. It is possible for a one-way mission to Kuwait to have three empty backhaul legs.
- (v) For paid ferry miles on one-way trips, report those miles and hours flown which are associated with the ferry paid.
  - **Paid Miles.** Enter the Great Circle miles for which you were paid on the live mission. Also enter the origin and destination stations for ferry as contracted and the number of Great Circle ferry miles paid between origin and destination.
  - **Carrier Revenue Miles Flown.** Enter the revenue flown miles corresponding to paid miles. On the one-way worksheet, also report the empty reverse segment flown miles. On both worksheets, report actual flown ferry associated with paid ferry.
  - **Carrier Revenue Hours Flown.** Enter the revenue hours it took to fly the actual live and ferry miles flown.
  - **Commercial Reverse Segment.** On the one-way worksheet, enter the origin and destination station codes and the Great Circle miles flown in commercial service for the reverse segment (fronthaul/backhaul) to the one-way AMC mission.

**A3.8. CONTRACTOR’S AIRCRAFT STATUS REPORT:** When a change in the status of CRAF allocated aircraft occurs, contractors shall report the information to USTRANSCOM/TCAQ-C, the DOT/Research and Special Programs Administration (RSPA), and Office of Emergency Transportation (DOT/OET). Additionally, provide one copy of legal documents described in the clause entitled “LEGAL DOCUMENTS”, located in Section H, to USTRANSCOM/TCAQ-C and USTRANSCOM/JA. The report shall be submitted when a CRAF-allocated aircraft is:

- (1) Destroyed or suffers damage which removes it from service for more than 72 hours;
- (2) Sold or leased, to include the identity of the transferee, date and place of the transfer, and the terms and conditions of the transfer;
- (3) Registered under a different number or removed from US registration; or

(4) Otherwise unable to satisfy its CRAF commitment (e.g. seizure by a foreign Government, loss of operating certificate).

**A3.9. HAZARD REPORTING:** Contractor representatives shall report any condition involving cargo that constitutes a hazard to operations to the contractor and airport safety personnel. This report should contain the following information: location; date and time (GMT); nomenclature of cargo (proper shipping name of hazardous cargo); shipper's organization/unit and name of cargo representative; destination of cargo; TCN or bumper/increment number; facts and circumstances. Refer to paragraph 1.3.13., Transporting Hazardous Cargo.

**A3.10. SPOTLIGHTING AND HOSTILE EVENT REPORTS (INTERNATIONAL):** Timely threat reporting is essential to safe aircraft operations. In the event a contractor operating an AMC mission is illuminated or "spotlighted", or is fired upon in the air or on the ground, the crew shall note the date, time, and approximate area from which the event originated. All incidents, including any hostile action (potential or realized) directed at the aircraft, shall be reported immediately to the cognizant air traffic control agency. Additionally, upon landing, at the first airfield or airbase with a US military presence, the crew shall notify the base operations center of the occurrence. The contractor shall also notify AMC immediately of any information relating a threat to AMC or AMC-contracted commercial aircraft, or of any attempts to elicit information from the crew about their mission or cargo. When reporting the incident to AMC, the crew will contact, via either email or phone, the Tanker Airlift Control Center (618 AOC (TACC)) at 618-229-0399 or [tacc-xoz@us.af.mil](mailto:tacc-xoz@us.af.mil) and Senior Intelligence Duty Officer (SIDO) at 618-229-4781 or [AMC.AIS.SIDO@us.af.mil](mailto:AMC.AIS.SIDO@us.af.mil). The contractor shall also report any incidents to USTRANSCOM/TCAQ-C during the next business day at 618-220-7121 or email your Administrative Contracting Officer (ACO) @ustranscom.mil. See Appendix 3G for Commercial Air Crew Debrief checklist.

**A3.11. CIVIL AIRCRAFT LANDING PERMIT:** Prior to contract award, contractor shall submit DD Form 2400 (*Civil Aircraft Certification of Insurance*), DD Form 2401 (*Civil Aircraft Landing Permit*), and DD Form 2402 (*Civil Aircraft Hold Harmless Agreement*). Refer to paragraph 4.16.3.1. Landing Permits. Where possible, insurance shall correspond to the contract period of performance. In those instances where that is not possible, contractors are responsible for providing updated forms 7 working days prior to expiration of the landing permit. Failure to provide updated documents within the time specified may result in a breach of this contract requirement and a reduction of such offeror's entitlement for the purpose of awarding business in the forecast year or the next quarterly mobilization value change, whichever is first, may occur. Mobilization point entitlement may be reduced at a rate of one percentage point per day late up to a maximum reduction of 30 percent as a result of the late submission.

**A3.12. PASSENGER CARE CONTINGENCY PLAN:** All passenger contractors receiving fixed channel awards shall provide a passenger Care Contingency Plan with specific details including contractor representative's name, contracted hotels, restaurants, and transportation arrangements established for use during delays at all channel stops. This plan shall be submitted to the ACO at least 30 days prior to the start of a channel operation. If the award date of the contract prohibits a contractor from submitting their plan at least 30 days prior to the start of a channel operation, the contractor shall submit their plan 7 days after award. Any changes after approval shall be submitted to the ACO within 10 days of making such change.

**NOTE:** If at any time during the contract period, a contractor is awarded subsequent expansion trips scheduled by the 618 AOC (TACC)/XOG Channel Shop, they are required to submit written contingency plans for all associated stops.

**A3.13. FUEL ADJUSTMENT PROCEDURES (INTERNATIONAL):**

**A3.13.1. REPORT SUBMISSION:** Contractors flying AMC missions shall submit a monthly fuel report to USTRANSCOM/TCAQ-C, 508 Scott Dr., Scott AFB IL 62225. Reporting period shall include the first day through the last day of each month, and the report shall be submitted no later than 60 days after the end of the month. Note: A sample Monthly Fuel Report Form is provided as Appendix 3B. The report summary format in Excel will be provided electronically to each contractor. Completed mileage reports will be submitted at the same time the Monthly Fuel Reports are submitted. See paragraph 7.0, Mileage Report Procedures, above. The Monthly Fuel Report Summary is a "stand alone" requirement. Contractors are also required to provide the S1, USTRANSCOM Round-Trip Service Worksheet (see example at Appendix 3B-2) and S2, USTRANSCOM One-Way Service

Worksheet (see example at appendix 3B-1) reports separately to USTRANSCOM/AQ. . If a carrier fails to comply with the USTRANSCOM monthly fuel report requirements, USTRANSCOM reserves the right to suspend all future entitlement-based expansion business until the carrier completes the required monthly fuel report documentation in the correct format.

**A3.13.2. INSTRUCTIONS:** Contractors are to complete the necessary header information on the Monthly Fuel Report Summary to include the contract number, aircraft type, month, etc. For items 1 through 3, contractors are to input the following information into the Excel spreadsheet:

- Item 1 - Complete the round trip, one-way, empty reverse miles (see paragraph 16.2.1., below) and paid ferry.
- Item 2 - Input the fuel burn rate for the aircraft type as provided by USTRANSCOM/AQ.
- Item 3 – Input the gallons and cost for each of the two categories, commercial and military fuel. There is no need to input the average Cost/Gallon. The formulas embedded in the report summary format will make those calculations and input the information into appropriate cells.
- Once the items listed above are input into the excel spreadsheet, the total adjustment due will be calculated.
- This one-page document must be accurately completed and signed by a person authorized to negotiate for and bind the company. All fuel report information is considered certified and auditable.
- Once submitted, the assigned CA will review the report summary, and the information will be compared to payment data generated from AMC's Commercial Operations Integrated System (COINS). When requested, a contractor shall provide the necessary backup documentation on missions/miles flown, cost of fuel, etc.
- When the monthly report summary has been finalized and signed by a CO, the signed copy will be faxed to the contractor. Contractors will then be authorized to invoice DFAS for the adjustment.
- Periodically, USTRANSCOM/TCAQ-C will conduct a Monthly Fuel Report Review according to the reports submitted. When requested, contractors shall submit the requested documentation to support this review.

**A3.13.2.1. INSTRUCTIONS FOR EMPTY REVERSE SEGMENTS:** The following guidelines will be followed when reporting empty reverse segments to one-way missions:

- Contractor must first determine if the one-way mission is an outbound mission or an inbound mission.
- If it is an outbound mission, the contractor reports the necessary backhaul legs (single, multiple, or combination of empty and commercial). Empty backhaul legs are reported on the Monthly Fuel Report Summary **and** the USTRANSCOM One-Way Service Worksheet, while commercial backhaul legs are reported on USTRANSCOM One-Way Service Worksheet **only**, since contractors do **not** receive fuel reimbursement on commercial miles.
- If it is an inbound mission, contractor reports the necessary front haul legs (single, multiple, or combination of empty and commercial). Empty front haul legs are reported on the Monthly Fuel Report Summary **and** the USTRANSCOM One-Way Service Worksheet, while commercial front haul legs are reported on USTRANSCOM One-Way Service Worksheet **only**, since contractors do **not** receive fuel reimbursement on commercial miles.

**A3.14. ACCOUNTABILITY OF GOVERNMENT FURNISHED EQUIPMENT:**

**A3.14.1. COMSEC Material Report (SF 153):** Government provided Secure Voice Equipment will be inventoried on an annual basis. The FSO will provide an annual inventory of all Secure Voice Equipment (i.e., KSV-21card) by 31 January or at the request of AMC/A3BC, whichever is sooner. The inventory will be documented and signed by the FSO using the Standard Form 153, COMSEC Material Report, which will be provided by the Secure Voice Responsibility Officer at AMC/A3BC. (See sample at Appendix 3E.)

**A3.14.2. GOVERNMENT FURNISHED EQUIPMENT (CRAF FORM 1297):** Government Furnished Equipment (GFE) will also be inventoried on an annual basis. The FSO will provide an annual inventory of all GFE by 31 January or at the request of HQ AMC/A3BC, whichever is sooner. The GFE inventory (i.e., STE phone and secure fax) will be documented and signed by the FSO using the Government Furnished Equipment hand receipt,



which will be provided by the Secure Voice Responsibility Officer at HQ AMC/A3BC. (See sample at Appendix 3F.)

**A3.15. TEAM COMMISSIONS REPORT:** Total commissions\* paid/received between team members based upon revenue\*\* received from fixed buy and expansion missions awarded will be reported to the ACO on a quarterly basis NLT 30 days after the end of each quarter. Report period of performance will be based upon departure date of missions. (See sample at Appendix 3H.)

\*Commission: fee, bonus, administrative fee, overhead fee or any other type or combination of consideration

\*\*Revenue: Mission price less euro-control, government fees, taxes, and customs that are reimbursable per the contract.

**A3.16. INFORMATION ASSURANCE (IA) REPORT:**

**A3.16.1. REQUIREMENT FOR CONTRACTOR INFORMATION ASSURANCE (IA) REPORT:** The Contractor shall provide an Information Assurance Report to describe their environment that safeguards DoD non-public information resident on or transiting the contractor's unclassified information systems from unauthorized access and disclosure. Protection measures applied should consider the risks (i.e. consequences and their probability) of loss, misuse, unauthorized access, or modification of information. The report shall address the SANS (SysAdmin, Audit, Network, Security) Institute's Twenty Critical Security Controls for Effective Cyber Defense: Consensus Audit Guidelines (<http://www.sans.org/critical-security-controls>) and be provided in accordance with the attached template at Appendix 3I to the PWS. The contractor is encouraged to provide additional information above and beyond what is outlined in the SANS guidelines to enhance the government's understanding of their information security posture. The report will be updated 30 days prior to exercise of an option period, if applicable.

**A3.16.2. CYBER SECURITY INCIDENTS:**

**A3.16.2.1. REPORTING REQUIREMENTS:** The contractor shall report to the following two Government organizations as soon as possible upon discovery of any suspected cyber intrusion events that affect DoD information resident on or transiting the contractor's unclassified information systems.

USTRANSCOM Global Command, Control, Communications and Computers (C4)  
Coordination Center (GCCC)  
E-mail: [ustcJ6-gccc@ustranscom.mil](mailto:ustcJ6-gccc@ustranscom.mil)  
Commercial Phone: 618-229-4222

USTRANSCOM Deployment and Distribution Operation Center (DDOC)  
E-mail: [ustc-ddocchief@ustranscom.mil](mailto:ustc-ddocchief@ustranscom.mil)  
Commercial Phone: 618-220-7700

Initial report shall be provided even if some details are not yet available, with follow-on detailed reporting within 72 hours. Reportable cyber intrusion events include the following:

1. A cyber intrusion event appearing to be an advanced persistent threat.
2. A cyber intrusion event involving data exfiltration or manipulation or other loss of any DoD information resident on or transiting the contractor's, or its subcontractors', unclassified information systems.
3. Intrusion activities that allow unauthorized access to an unclassified information system on which DoD information is resident or transiting.

Definition of advanced persistent threat: An extremely proficient, patient, determined, and capable adversary, including two or more of such adversaries working together.

**A3.16.2.2. INCIDENT REPORT CONTENT:** The incident report shall include, at a minimum, the following information:

1. Applicable dates (date of suspected compromise and date of discovery)
2. Threat methodology (all known resources used such as Internet Protocol (IP) addresses, domain names, copies malware, etc.)

3. An account of what actions the threat(s) may have taken on the victim system/network and what information may have been accessed
4. A description of the roles and functions of the threat-accessed system
5. An initial list of potentially impacted government programs and each program's classification
6. What information may have been exfiltrated that may impact government programs
7. A list of all employees and subcontracted employees who work or have worked with the victim system/network
8. A point of contact to coordinate damage assessment activities

**A3.16.2.3. INCIDENT REPORT SUBMISSION:** The contractor will submit unclassified network cyber incident reports to the USTRANSCOM Technical Information Analysis Center (TIAC) and USTRANSCOM designated government personnel via encrypted email or another mutually agreed upon secure communications method. Copies of malware require special handling and pre-coordination must be accomplished prior to submission.

**SAMPLE REPORTS**

APPENDIX 3A	LIST OF AIRCRAFT
APPENDIX 3A-1	LIST OF AIRCRAFT SUPPORTING USE OF OTHER CARRIERS MVPS
APPENDIX 3B	MONTHLY FUEL REPORT SUMMARY
APPENDIX 3B-1	ONE-WAY MILEAGE REPORT
APPENDIX 3B-2	ROUND-TRIP MILEAGE REPORT
APPENDIX 3C	INTERCOMPANY ROUTE SUPPORT REQUEST AND AUTHORIZATION
APPENDIX 3D	REVENUE ROUTE SUPPORT AND AUTHORIZATION
APPENDIX 3E	SF 153, COMSEC MATERIAL REPORT
APPENDIX 3F	CRAF FORM 1297, GOVERNMENT FURNISHED EQUIPMENT
APPENDIX 3G	SPOTLIGHTING AND HOSTILE EVENT REPORT
APPENDIX 3H	TEAM COMMISSIONS REPORT
APPENDIX 3I	INFORMATION ASSURANCE (IA) REPORT

**APPENDIX 3A – LIST OF AIRCRAFT**

**CARRIER: ABX AIR, INC.**

TYPE A/C	PAX / FRT	REG #	OWN / LEASE	STAGE I	STAGE II	STAGE III
(b)(4)						

**NOTE: STAGE I, II, and III columns to be completed by AMC.**

**APPENDIX 3A – LIST OF AIRCRAFT**

**CARRIER: AIR TRANSPORT INTERNATIONAL, INC.**

TYPE A/C	PAX / FRT	REG #	OWN / LEASE	STAGE I	STAGE II	STAGE III
(b)(4)						

**NOTE: STAGE I, II, and III columns to be completed by AMC.**

**APPENDIX 3A – LIST OF AIRCRAFT**

**CARRIER: JETBLUE AIRWAYS CORPORATION**

TYPE A/C	PAX / FRT	REG #	OWN / LEASE	STAGE I	STAGE II	STAGE III
(b)(4)					X	X
					X	X
					X	X
					X	X
					X	X
					X	X
					X	X
					X	X
					X	X
					X	X

**NOTE: STAGE I, II, and III columns to be completed by AMC.**

**APPENDIX 3A**

**LIST OF AIRCRAFT**

**CARRIER: Kalitta Air, LLC** \_\_\_\_\_

TYPE A/C	PAX/F RT	REG #	OWN/LEASE	STAGE I	STAGE II	STAGE III
(b)(4)						

NOTE: STAGE I, II, and III columns to be completed by AMC.

**APPENDIX 3A – LIST OF AIRCRAFT**

**CARRIER: NORTHERN AIR CARGO, INC.**

TYPE A/C	PAX / FRT	REG #	OWN / LEASE	STAGE I	STAGE II	STAGE III
(b)(4)					X	X
					X	X
					X	X

**NOTE: STAGE I, II, and III columns to be completed by AMC.**



**APPENDIX 3A – LIST OF AIRCRAFT**

**CARRIER: OMNI AIR INTERNATIONAL, INC.**

TYPE A/C	PAX / FRT	REG #	OWN / LEASE	STAGE I	STAGE II	STAGE III
(b)(4)				X	X	X
				X	X	X
				X	X	X
				X	X	X
				X	X	X
				X	X	X

**NOTE: STAGE I, II, and III columns to be completed by AMC.**

**APPENDIX 3A – LIST OF AIRCRAFT**

**CARRIER: SKY LEASE I, INC.**

TYPE A/C	PAX / FRT	REG #	OWN / LEASE	STAGE I	STAGE II	STAGE III
(b)(4)				Y	Y	Y

**NOTE: STAGE I, II, and III columns to be completed by AMC.**





(b)(4)		X
		X
	X	X
	X	X
		X
		X
		X
		X
		X
		X
		X
		X
		X
		X
		X
		X
	X	X
		X
		X
		X
		X
	X	
	X	
	X	
	X	
	X	

**NOTE: STAGE I, II, and III columns to be completed by AMC.**

**APPENDIX 3A – LIST OF AIRCRAFT**

**CARRIER: UNITED PARCEL SERVICE CO.**

TYPE A/C	PAX / FRT	REG #	OWN / LEASE	STAGE I	STAGE II	STAGE III
(b)(4)				X	X	X
				X	X	X
				X	X	X
				X	X	X
					X	X
					X	X
					X	X
					X	X
						X
						X
						X
						X
						X
						X

NOTE: STAGE I, II, and III columns to be completed by AMC.

**APPENDIX 3A-1 – LIST OF AIRCRAFT SUPPORTING USE OF ANOTHER CARRIER’S MVPs**

The following aircraft are identified as having been committed to the CRAF Program:

<b><u>TYPE A/C</u></b>	<b><u>SERIAL #</u></b>	<b><u>NUMBER OF MVPs</u></b>
------------------------	------------------------	------------------------------

\*Identify the carrier who transferred the MVPs. If more than one carrier has authorized use of MVPs, identify each separately.

**APPENDIX 3B – MONTHLY FUEL REPORT SUMMARY**

DATE: MONTH:  
CARRIER: ACFT TYPE:  
CONTRACT: TYPE OPS:

**1. The following amounts are certified:**

Round Trip Pay Miles:  
One Way Pay Miles:  
Total Live Miles:  
Flown Empty Reverse Segment:  
Paid/Actual Flown Ferry (Whichever is Less):  
**TOTAL FUEL MILES:**

**2. Proposed fuel adjustment:**

Total Fuel Miles:  
Fuel Burn Rate:  
Price variance:  
**FUEL ADJUSTMENT:**  
(IAW H-25;  
rounded to  
nearest  
whole  
dollar)

**3. Fuel summary information:**

	Gallons	Cost	Avg Cost / Gallon
Total Commercial fuel:			
Total military fuel:			
Total fuel purchased:			

Carrier Certification

\_\_\_\_\_  
Must be signed by a person authorized to legally bind company

\_\_\_\_\_  
Date

BY SIGNING THIS FORM, YOU ARE CERTIFYING AS TO THE ACCURACY OF ALL INFORMATION AND AGREE TO KEEP BACKUP RECORDS FOR A PERIOD OF 5 YEARS. THIS INFORMATION IS SUBJECT TO AUDITS.

\_\_\_\_\_  
Contracting Officer Signature

\_\_\_\_\_  
Date







**SAMPLE APPENDIX 3C – INTERCOMPANY ROUTE SUPPORT REQUEST AND AUTHORIZATION  
FORMAT**

Date: \_\_\_\_\_

SUBJECT: Intercompany Route Support Request and Authorization

TO: ACO or delegated representative  
Contractor Furnishing Route Support  
ACO or delegated representative  
IN TURN

1. Route support is requested for the below listed passengers, cargo, or both, to be moved from \_\_\_\_\_  
to \_\_\_\_\_ (Authority: Contract HTC711-\_\_-D-\_\_\_\_).

2. The requested passenger/cargo space is desired and can be justified as follows:

3. Request route support be permitted to move on (name of airlift contractor) aircraft on or about \_\_\_\_\_ at  
no expense to the Government in excess ACL space or ACL space not otherwise being utilized by the Government.  
Approval is also requested to on-load/off-load this route support at Air Force bases on any ferry segment of a one-  
way mission. The approval indicated below is in no way directive upon you and any transportation furnished  
subject contractor will therefore be considered a voluntary act on the part of your company.

\_\_\_\_\_  
Contractor Representative  
Requesting Route Support

Approved:

\_\_\_\_\_

\_\_\_\_\_  
ACO or delegated representative

Copies to:  
Requesting Contractor  
Furnishing Contractor  
\*USTRANSCOM/TCAQ-C  
\*\* Contract Administrator

\* When delegation of authority is to CA

\*\* When delegation of authority is to

**SAMPLE APPENDIX 3D – REVENUE ROUTE SUPPORT REQUEST AND AUTHORIZATION FORMAT**

Date: \_\_\_\_\_

SUBJECT: Revenue Route Support Request and Authorization

TO: ACO or delegated representative  
of \_\_\_\_\_ Air Base

1. Revenue route support is requested for the below listed passengers and/or cargo to be moved from \_\_\_\_\_ to \_\_\_\_\_ on or about \_\_\_\_\_ (Authority: Contract HTC711-\_\_-D-\_\_\_\_).

2. The requested passenger/cargo space can be justified as follows:

3. Billing for transportation furnished will be made to the contractor at the address listed below on a special account-handling basis:

(Billing Address)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Contractor Representative

Approved:

\_\_\_\_\_  
ACO or delegated representative

Copies to:  
Requiring Contractor  
\*HQ AMC/FMF  
\*USTRANSCOM/TCAQ-C  
\*\* Contract Administrator

\* When delegation of authority is to CA.  
\*\* When delegation of authority is to .

**SAMPLE APPENDIX 3E – SF 153, COMSEC MATERIAL REPORT**  
(used to inventory Secure Voice Equipment)

COMSEC MATERIAL REPORT		This form is FOR OFFICIAL USE ONLY unless otherwise stamped.				
1. (X one) <input type="checkbox"/> TRANSFER <input type="checkbox"/> INVENTORY <input type="checkbox"/> DESTRUCTION <input type="checkbox"/> HAND RECEIPT <input type="checkbox"/> OTHER (Specify)						
2. F ACCT. NO.: AMC 30 R HQ AMC/A3BC O 402 SCOTT DRIVE, UNIT 3A1 M SCOTT AFB, IL 62225-5302		ACCT. NO. 3. DATE OF REPORT (Year, Month, Day)		4. OUTGOING NUMBER		
		5. DATE OF TRANSACTION (Year, Month, Day)		6. INCOMING NUMBER		
7. T ACCT. NO.: _____ O AIRLINE NAME ATTN: (Point of Contact) ADDRESS CITY, STATE, ZIP CODE		ACCT. NO. 8. ACCOUNTING LEGEND CODES* 1 - Accountable by serial number. 2 - Accountable by quantity. 3 - Initial receipt required, locally accountable by serial number thereafter, local accounting records must be maintained for a minimum of 90 days after supersession. 4 - Initial receipt required, may be controlled in accordance with Service/ Agency directives.				
9. SHORT TITLE/DESIGNATOR - EDITION		10. QUANTITY	11. ACCOUNTING NUMBERS		12.* ALC	13. REMARKS
			BEGINNING	ENDING		
1 KOV-14 KEY		1	N/A	Serial No.	1	CRAF EQUIPMENT
2 Continue listing all KOV-14 keys, as applicable						
3 //////////////// NOTHING FOLLOWS ////////////////		//////////	//////////	//////////	/	//////////
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
32						
33						
34						
14. THE MATERIAL HEREON HAS BEEN (X one) →		RECEIVED	INVENTORIED	DESTROYED		
15. AUTHORIZED RECIPIENT		16. (X one) →		WITNESS	OTHER (Specify)	
a. Signature		b. Grade	a. Signature		b. Grade	
		N/A				
c. Typed or Stamped Name		d. Service	c. Typed or Stamped Name		d. Service	
Contractor POC Name (FIRST, MI, LAST), sign above		CONTR	(HQ AMC/A3BC POC name here & will sign above)		DOD	
17. FOR DEPARTMENT OR AGENCY USE						

**APPENDIX 3F – CRAF FORM 1297, GOVERNMENT FURNISHED EQUIPMENT (SAMPLE)**  
**(used to inventory government furnished equipment)**

<b>GOVERNMENT FURNISHED EQUIPMENT</b>		This form is for OFFICIAL USE ONLY unless otherwise stamped	
1. (X one) <input type="checkbox"/> Transfer <input type="checkbox"/> Inventory <input type="checkbox"/> Destruction <input type="checkbox"/> Hand Receipt <input type="checkbox"/> Other (Specify)			
2. FROM:		3. Date of Report	4. Outgoing Number
		5. Date of Transaction	6. Incoming Number
7. TO:		8. Accountable Legend Codes	
		1. Accountable by serial number 2. Accountable by quantity 3. Initial receipt required, locally accountable by serial number thereafter, local accounting records must be maintained for a minimum of 90 days after supersession 4. Initial receipt required, may be controlled in accordance with Service/Agency directives	
9. Short Title/Designator-Edition	10. Quantity	11. Equipment Serial Numbers	
		Beginning	Ending
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
12. ALC			
13. Remarks			
14. This material heron has been (X one) <input type="checkbox"/> Received <input type="checkbox"/> Inventoried <input type="checkbox"/> Destroyed			
15. Authorized Recipient		16. (X one)	
a. Signature:		Witness	
b. Grade:		Other (specify)	
c. Typed or stamped name:		d. Service:	
d. Service:		c. Typed or stamped name:	
d. Service:		c. Typed or stamped name:	
17. For department or agency use. <b>Upon receipt of this hand receipt, enter a date in block 5 and enter a signature in block 15a. You may either scan and send via email or fax to 618-256-6088. Thank you.</b>			
CRAF Form 1297		This form is for OFFICIAL USE ONLY unless otherwise stamped <b>ORIGINAL</b>	
Page 1 of 1 Pages			

**APPENDIX 3G – COMMERCIAL AIR CREW DEBRIEF CHECKLIST SPOTLIGHTING AND HOSTILE  
EVENT REPORT**

This report is to be used in the event of an uncommon, possibly hostile event during the course of a mission. This is to include SAFIRES, IDF, spotlighting, lasing, altercations with locals, etc. While the chart below is specific towards a SAFIRE event the “Event Description” section can be used to detail any event.

<b>EVENT DESCRIPTION:</b> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
--

**REPORTING:** In event of SAFIRE event or other incident, immediately contact via either email or phone, the 618 AOC (TACC) at (618)229-0399 or [tacc-xoz@scott.af.mil](mailto:tacc-xoz@scott.af.mil) and 618 AOC (TACC)/SIDO at (618)229-4781 or [AMC.AIS.SIDO@US.AF.MIL](mailto:AMC.AIS.SIDO@US.AF.MIL).

The contractor shall also report any incidents to USTRANSCOM/TCAQ-C during the next business day at 618-220-7041 or email your Administrative Contracting Officer (ACO) @ustranscom.mil.

<b>EVENT DESCRIPTION:</b> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
--

**APPENDIX 3H – TEAM COMMISSIONS PAID/RECEIVED**

<b>Commissions Paid</b>			
<b>Team Name</b>			
<b>Period of Performance</b>			
<b>Carrier Name</b>	<b>Total Rev** Rec'd</b>	<b>Commissions* Paid</b>	<b>Percent</b>
<b>TOTAL</b>			

<b>Commissions Rec'd</b>			
<b>Team Name</b>			
<b>Period of Performance</b>			
<b>Carrier Name</b>	<b>Revenues Rec'd</b>	<b>Commissions* Rec'd</b>	<b>Percent</b>
<b>TOTALS</b>			%

The above commission payouts represent all the revenues and consideration to include all other outside agreements tied to the CRAF program for team participation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
date

- The total dollar amount for commissions paid above should equal the total dollar amount for commissions received below.  
 \*Commission: fee, bonus, administrative fee, overhead fee or any other type or combination of consideration  
 \*\*Revenue: Mission price less euro-control, government fees, taxes, and customs that are reimbursable per the contract.



**APPENDIX 3I – INFORMATION ASSURANCE (IA) REPORT**

**Vendor Assessment Guidelines for Twenty Critical Security Controls for Effective Cyber Defense: Consensus Audit Guidelines (CAG)**

**General.** Organizations should compare all 20 control areas against their current status.

The 20 Critical Controls are:

1. Inventory of Authorized and Unauthorized Devices
2. Inventory of Authorized and Unauthorized Software
3. Secure Configurations for Hardware and Software on Laptops, Workstations, and Servers
4. Secure Configurations for Network Devices such as Firewalls, Routers, and Switches
5. Boundary Defense
6. Maintenance, Monitoring, and Analysis of Security Audit Logs
7. Application Software Security
8. Controlled Use of Administrative Privileges
9. Controlled Access Based on the Need to Know
10. Continuous Vulnerability Assessment and Remediation
11. Account Monitoring and Control
12. Malware Defenses
13. Limitation and Control of Network Ports, Protocols, and Services
14. Wireless Device Control
15. Data Loss Prevention
16. Secure Network Engineering
17. Penetration Tests and Red Team Exercises
18. Incident Response Capability
19. Data Recovery Capability
20. Security Skills Assessment and Appropriate Training to Fill Gaps

The entire text of the 20 Critical Security Controls is available for reference at:

<http://www.sans.org/critical-security-controls/>

**Procedures:**

1. Review each control.
2. Determine what procedures and tools exist within your organization to meet this control.
3. Document the result of 1-2 using the suggested template provided.
4. Provide any additional information about your company's cyber security posture.

**Company (Name): Information Assurance Report**

**Executive Summary: (descriptive self-assessment of the company's overall information security posture)**

**A. Assessment of Twenty Critical Security Controls for Effective Cyber Defense: Consensus Audit Guidelines (CAG)**

1. Control 1. Inventory of Authorized and Unauthorized Devices

a. Procedures and Tools supporting this control:

(List the procedures and tools used in your organization for this control)

b. Method to achieve control metric:

2. (Continue for remaining 19 controls).

If a particular control does not exist or is not used within your organization, please state this.

**B. Assessment of Additional Security Measures for Effective Cyber Defense**

1. Measure. (Title of additional measure/control)

a. Procedures and Tools supporting this measure/control:

(List the procedures and tools used in your organization)

b. Method to achieve measure/control metric:

2. (Continue for remaining measures/controls)

## **APPENDIX 4 – AIRCRAFT CLEARANCE GUIDANCE**

**A4.1. DIRECTIVES:** The International Flight Information Manual (IFIM) in conjunction with the host nation's Aeronautical Information Publication (AIP) includes the process and/or points of contacts for obtaining civilian clearances. When a foreign country requires that a carrier under contract to USTRANSCOM submit a clearance request through US diplomatic channels for approval, this fact, along with the procedures to be followed, will be noted in the DoD Foreign Clearance Guide (FCG), DoD 4500.54-M, <https://www.fcg.pentagon.mil>. Contractors shall adhere to the guidelines outlined in this appendix when operating missions under this contract that require clearances to be submitted through US diplomatic channels and shall consult the DoD Foreign Clearance Guide for specific US Defense Attaché Office (USDAO) requirements or country restrictions to supplement IFIM and AIP requirements. Contractors can obtain a user name and password for access to the on-line FCG by contacting HQ USAF/A5XP by e-mail at [fcg@pentagon.af.mil](mailto:fcg@pentagon.af.mil) or by calling (703) 614-0130.

**A4.2. GENERAL:** US-registered commercial aircraft operated by carriers under contract to USTRANSCOM are civil aircraft and do not acquire the status of state aircraft unless the particular aircraft is specifically designated as such by the US Government. The normal practice of the US Government is not to designate contract aircraft as state aircraft, thereby leaving such aircraft subject to the legal regime applicable to civil aviation under the International Convention on Civil Aviation (Chicago Convention). Although many Status of Forces and Base Rights Agreements to which the US is a party, grant DoD contract aircraft the same or similar rights of access, exit, and freedom from landing fees and similar charges enjoyed by the military aircraft under the agreements, such agreements do not have the effect of declaring DoD contract aircraft to be military aircraft or any other form of state aircraft. Commercial aircraft operating USTRANSCOM contracted airlift missions are nonscheduled civil aircraft, and enjoy more liberal operating and transit rights in most foreign countries than state aircraft. Consequently, it is in the USG's interest as well as that of the contractor to reinforce and assert the civil status of DoD contract aircraft when possible.

**A4.3. CLEARANCES FOR CERTAIN TYPES OF CARGO:** Article 35 of the Chicago Conventions gives states the authority to regulate the transit of certain types of cargo through their territory.

**A4.3.1. MUNITIONS AND IMPLEMENTS OF WAR:** States may prohibit or restrict the carriage of munitions or implements of war in or above their territory. Each state defines for itself what constitutes munitions or implements of war, and if transit is permitted, may impose notice or other special requirements in addition to those which may be required for Dangerous Goods (see 3.1.2., below).

**A4.3.2. OTHER CARGO:** Each state also has the right to regulate, for reasons of public order and safety, the carriage in or above its territory of articles other than munitions or implements of war. This includes, but may not be limited to, Dangerous Goods as defined in Annex 18 to the Chicago Convention. State regulations governing the transit of Dangerous Goods typically conform to the detailed provisions contained in the Technical Instructions for the Safe Transport of Dangerous Goods by Air, (ICAO Doc 9284).

**A4.4. CONTRACTOR RESPONSIBILITY:** Except as noted in paragraph 5.1.2., below, the contractor is responsible for obtaining all over flight, landing, and other clearances required to perform USTRANSCOM contracted missions. This includes obtaining any special licenses, permits, authorizations, etc., required to carry munitions or implements of war, or other DoD cargo or personnel, which may be required. Contractors should use the clearance procedures depicted for nonscheduled commercial aircraft in the IFIM, and use commercial and civil aviation authority avenues to obtain the necessary clearances. Contractors should not request clearances through the USDAO unless specified in the IFIM, AIP, or FCG.

**A4.5. CLEARANCES OBTAINED THROUGH U.S. DIPLOMATIC CHANNELS:** Some states require that clearance requests for contract aircraft carrying DoD cargo or personnel be submitted through U.S. diplomatic channels. To the maximum extent possible, such requirements are reflected in the FCG. Contractors encountering situations where such requirements are not reflected in the FCG should report them to HQ USAF/A5XP by e-mail at [fcg@pentagon.af.mil](mailto:fcg@pentagon.af.mil) or by calling (703) 614-0130. The fact that a clearance must be processed through U.S. diplomatic channels does not change the status of the aircraft from a civil to a state aircraft, nor does it relieve the contractor from responsibility for complying with the terms of this contract requiring operation as a civil aircraft, and state laws and regulations applicable to the transit of nonscheduled civil aircraft.

**A4.5.1. TYPES OF CLEARANCES:** Clearances processed through U.S. diplomatic channels, used in the operation of USTRANSCOM contracted missions include blanket, landing and over flights on individual request, as well as clearances for missions transporting hazardous cargo. Contractors must comply with the terms and conditions of such approved clearance requests, such as itinerary, timing, entry and exit points and route.

**A4.5.2. AMC ACQUIRED CLEARANCES:** Due to host nation or USDAO requirements, 618 AOC (TACC)/XOCZD (hereinafter referred to as XOCZD) may in some instances process clearances through U.S. diplomatic channels for commercial carriers operating USTRANSCOM contracted missions. Locations for which XOCZD assistance is provided are noted in the FCG. In such cases, the following procedures will apply:

**A4.5.2.1. SUBMISSION OF MISSION INFORMATION:** Contractors shall submit mission routing information, to include entry and exit points with times for those states requiring such information, to their 618 AOC (TACC) planner.

**A4.5.2.2. MISSION CHANGES:** Clearances issued by a state are specific for the route submitted/approved, including the aircraft's origin and destination. If any change in routing occurs, the contractor shall notify the planner prior to execution. During mission execution, the contractor shall notify 618 AOC (TACC)/XOC Global Operations. All changes to a mission shall be sent to TCAQ-CO, and planner(s) in XOP, XOO or XOG or 618 AOC (TACC)/XOC Global Operations, as appropriate.

**A4.6. CIRCUMNAVIGATING:** Contractors should plan their routing to avoid sensitive countries, i.e. Switzerland, Austria, and Iran.

**A4.7. CALL SIGN USE:** Contractors are expected to use their company call sign to the maximum extent possible when performing missions under this contract. When this is not feasible, the following procedures will apply

**A4.7.1. DoD-UNIQUE CALL SIGNS:** If a contractor is transiting a state which insists upon the use of a DoD-unique call sign to denote the aircraft's status as a DoD-contracted flight, the call sign CAMBER (ICAO three letter code CMB) will be used. (Note: Historically, the call sign REACH (RCH) has been used for this purpose. However, effective 1 July 2010, CAMBER (CMB) will be used exclusively in lieu of REACH in order to avoid potential confusion with AMC organic aircraft.)

**A4.7.2. USE OF DoD-UNIQUE CALL SIGNS:** The CAMBER call sign will only be used on those portions of the mission for which the DoD-unique call sign is required. Some states requiring that a clearance be obtained through diplomatic channels for DoD-contracted aircraft may also require the use of a DoD-unique call sign in lieu of a company call sign. To the maximum extent possible, individual states requiring the use of the DoD-unique call sign will be noted in the FCG. Contractors encountering situations where such requirements are not reflected in the FCG should report them to HQ USAF/A5XP by e-mail at [fcg@pentagon.af.mil](mailto:fcg@pentagon.af.mil) or by calling (703) 614-0130. The following example is provided for illustration purposes only.

**A4.7.2.1. EXAMPLE: KDOV-ETAR-OBBI-ETAR-KDOV.** In this example, if flight plan included Turkey, an over flight request would be submitted by XOCZD through diplomatic channels, the USDAO would communicate the request and obtain Turkey over flight clearance, while the contractor would obtain any necessary clearances for the remainder of the route. If Turkey continues to require the use of a military-unique call sign, the CAMBER call sign would be used on the segment from ETAR-OBBI and from OBBI-ETAR for all countries involved, so long as it is not used beyond the validity window specified by Turkish authorities. On the segments from KDOV-ETAR and ETAR-KDOV, the contractor must use its own company call sign.

**A4.8. CLEARANCE PROBLEMS:** Contractors are expected to resolve clearance issues directly with the authorities involved. Where the FCG specifies that clearances must be obtained through diplomatic channels, or the state insists on such involvement even though it is not reflected in the FCG, contractors will attempt to resolve the matter directly with the appropriate USDAO.

**A4.9. AMC's AUTOMATIC E-MAIL:** AMC has established an e-mail program to provide accurate and timely information to the contractors relating to clearances which are required to be submitted for processing through

diplomatic channels. The e-mails are auto-generated from the GDSS database every three hours as changes occur. E-mail includes a current itinerary and updated clearance information. USTRANSCOM TCAQ-C maintains the e-mail list. Contractors should keep their email addresses current and are encouraged to use organizational addresses versus personnel addresses due to personnel turn over and office absences.

**APPENDIX 5 – CIVIL RESERVE AIR FLEET (CRAF) ACTIVATION – INTERNATIONAL  
AND DOMESTIC**

**A5.1. DESCRIPTION OF SERVICES:** The contractor shall provide all management, supplies, equipment, and personnel necessary to support CRAF activation as outlined in this appendix. The CO will resolve any situation or subject not covered herein.

**A5.2. GOVERNING DOCUMENT:** Unless otherwise addressed in this appendix, the directives and procedures outlined in the basic PWS shall apply.

**A5.2.1. AIRCRAFT OPERATIONS:** Aircraft supporting DoD airlift requirements during CRAF activation shall be operated in accordance with appropriate Federal Aviation Regulations (FARs) and such waivers and deviations as applicable. When a FAR deviation is required during operations in support of USTRANSCOM, refer to FAR Part 119.55, *Obtaining Deviation Authority To Perform Operations Under a US Military Contract*, for instructions on how to request relief from the specified FAR. Submit the waiver request to HQ AMC/A3BC, 402 Scott Drive, Unit 3A1, Scott AFB IL 62225. If necessary, call their office at 618-229-1751 for support.

**A5.2.2. AIRCRAFT MAINTENANCE:** Maintenance of aircraft during CRAF activation is the responsibility of the operating contractor and shall be performed in accordance with appropriate FARs and such waivers and deviations as applicable. When a FAR deviation is required during operations in support of USTRANSCOM, refer to FAR Part 119.55, *Obtaining Deviation Authority To Perform Operations Under a US Military Contract*, for instructions on how to request relief from the specified FAR. Submit the waiver request to HQ AMC/A3BC, 402 Scott Drive, Unit 3A1, Scott AFB IL 62225. If necessary, call their office at 618-229-1751 for support.

**A5.2.3. AUTHORITY TO ACTIVATE:** The contractor's obligation to perform services hereunder during any period when the CRAF is activated, as described in the agreement, is expressly conditioned on there being in existence a valid determination made pursuant to the provisions of Public Law (PL) 85-804 and Executive Order 10789, as amended, that the national defense shall be facilitated by obligating the Government to indemnify the contractor under the terms and conditions stated in the agreement. Upon aircraft call up, the aircraft as committed under this agreement and requested by the Government shall be positioned at the location(s) directed by the Government.

**A5.2.4. INCREMENTAL ACTIVATION AND DEACTIVATION:** The CRAF may be activated/deactivated incrementally or in total, by stage, segment, section, elements, or aircraft. The Government retains the option of activating any portion of each stage or segment, as required. During CRAF activation, USTRANSCOM exercises mission control and the contractor retains operational control.

**A5.2.5. AIRCRAFT CALL UP AND RELEASE:** Within each activated stage, segment, and section, USTRANSCOM may select and call up specific aircraft needed to fulfill the DoD airlift requirement. USTRANSCOM may elect to call up only a portion of the available aircraft. If committed aircraft are not designated for call up within 72 hours after CRAF Stage/Section/Element activation, the aircraft remaining in the Stage/Segment/Element shall be released and the contractor shall receive a minimum of five days notice of any subsequent call up, unless a higher stage of CRAF is mandated by DoD contingency requirements. If DoD contingency requirements mandate activation at a higher stage (i.e., Stage II or III for an existing Stage I activation), the five days minimum notification requirement is nullified and the appropriate response time as stated in paragraph 2.10, Response Time, (below) to the newly activated stage shall apply.

**A5.2.6. CONTRACTOR DUTIES:** The contractor shall:

- Respond to requests for airlift missions.
- Schedule crews to support assigned mission, and deploy stage crews.
- Develop mission itinerary in line with airlift requests and required pickup/delivery times.
- Flight follow aircraft flying in support of CRAF.
- Forward aircraft arrival/departure/advisory messages and mission status to the 618 AOC (TACC) and HQ AMC/A3BC.

**A5.2.7. MINIMUM UTILIZATION OF INTERNATIONAL (LONG-RANGE SECTION) SEGMENT:**

Contractors with international (long-range) aircraft called up for service shall be guaranteed an average daily utilization of 8 hours for the duration of the call up, or for a minimum of 15 days, whichever is longer. Only aircraft called up are guaranteed minimum utilization. USTRANSCOM will give at least 15 days notice of release of an aircraft call up or stage, segment, section, element or aircraft deactivation. Negotiation of compensation for under-utilization shall be in accordance with the procedures outlined in this contract (reference paragraph d(2)(a) of the clause entitled "PRICING", located in Section B) and shall include all commercial business obtained by the contractor using called up aircraft. Contractors are obligated to utilize their best efforts to obtain commercial business to minimize Government costs during any period of guaranteed utilization including, but not limited to, the 15-day period following notice of release. Contractors may waive these minimum utilization provisions by notifying the CO in writing.

**A5.2.8. AIRCRAFT SUBSTITUTION:** During CRAF activation, contractors may substitute aircraft of equal capability for aircraft already called up or being called up. Such aircraft must be acceptable to HQ AMC/A3BC and approved for use by the CO.

**A5.2.9. VOLUNTEER CONTRACTORS:** Contractors may volunteer to perform missions prior to and during CRAF activation. Volunteers supporting contingency requirements prior to CRAF activation, time permitting, may be given the option to be considered activated when the CRAF, and the segment in which their aircraft would normally qualify, is activated, but only to the level of aircraft required. These aircraft may be considered called up first and released last. After volunteers have committed to activation and been called up, additional aircraft, if required, shall be determined and prorated based on mobilization value (MV) of aircraft within the segment and section activated.

**A5.2.10. RESPONSE TIME:** When the CRAF is activated, response times for contractors shall be 24 hours after aircraft call up and mission assignment for Stage I and 48 hours for aircraft call up for Stages II and III. In those cases where all the aircraft in the Stage/Segment/Element are not called, written notification of release from the 24 or 48 hour response requirement will be given within 72 hours of the activation of the applicable portion(s) of CRAF. USTRANSCOM shall provide a minimum of 5 calendar days notice for subsequent call up of those aircraft released. If DoD contingency requirements mandate a higher stage of CRAF activation, the 5 day minimum notification requirement is nullified and the 48 hours response to Stage II and III will apply.

**A5.2.11. COMMERCIAL PALLETS:** In some cases during CRAF activation, military necessity may require hand loading of passenger baggage on commercial aircraft. Should the need arise; contractors shall be required to furnish commercial pallets to be used as a subfloor for the lower lobes. Notification will be provided by the CO.

**A5.3. CRAF ACTIVATION PLANNING:** Unless otherwise specified in applicable tasking messages, planning for use of CRAF shall be predicated upon the following:

- Availability, upon 24-hour notice, of those aircraft identified as Stage I resources, to perform airlift services as required by the Government.
- Availability, upon 48-hour notice, of those aircraft identified as Stage II and Stage III resources, to perform airlift services as required by the Government.
- Effective C2, through commercial and military communication capabilities.
- Use of contractor resources to the maximum extent possible.

The contractor shall develop a company specific CRAF activation checklist detailing the specific actions needed to ensure readiness for meeting mission requirements. This checklist will be reviewed annually and made available to the MOBREP and other key management personnel. A copy of the checklist will be provided to HQ AMC/A3B personnel upon request.

**A5.3.1. SELF-SUPPORT:** Contractors are allowed three percent of available ACL, by weight, for necessary self-support.

**A5.3.2. COMMAND AND CONTROL (C2) AGENCY:** When requested by HQ AMC/A3BC, contractors shall establish a 24-hour per day C2 agency manned by qualified personnel and located at the contractor's designated C2 agency. Existing resources shall expand as required to maintain operational control of resources. (Existing resources include, but are not limited to, such items as facilities, personnel, and communication networks.) When requested during CRAF activation, the contractor shall provide the pre-designated MOBREP or TAG personnel to HQ AMC, Scott AFB IL.

**A5.3.3. PERSONNEL:** The contractor shall furnish, or subcontract for, all personnel required in the performance of operations at commercial facilities. During operations, contractors shall procure, position, supervise, and train their own employees.

**A5.3.4. LOADING SUPERVISORS:** During CRAF activation, contractors may be required to provide highly qualified and certified aircraft loading supervisory personnel to report where directed by HQ AMC/A3BC. Any decision to position key personnel will be designed to facilitate enhanced airlift movement.

**A5.3.5. CREW COMPOSITION:**

**A5.3.5.1. INTERNATIONAL:** The contractor is required to maintain a minimum 4:1 crew ratio (four qualified flight deck crews per aircraft), exclusive of those with Reserve or National Guard commitments, and material to enable at least 10 hours per day utilization of each aircraft assigned to the CRAF program. During CRAF activation, flight deck crewmembers must be US citizens. Within 24-hours of request by the CO or HQ AMC/A3BC, the Contractor shall submit a list of names of eligible crew members to HQ AMC/A3BC. The list will reflect the crew member's name (last, first, middle name), crew position and equipment qualified to fly, citizenship, date of birth, and employee number. Indigenous personnel may be used to fulfill other personnel requirements in accordance with company policy.

**A5.3.5.2 DOMESTIC:** The contractor agrees that during any period of activation of Domestic CRAF assets, it shall provide sufficient personnel, excluding those with Reserve or National Guard commitments, equipment and materials to enable at least 10 hours per day utilization of each aircraft assigned to the CRAF program. During CRAF activation, flight-deck crewmembers must be U.S. citizens. When requested by the CRAF Program Management Office or the ACO, the Contractor shall submit a list of names of the eligible flight deck crewmembers to the CRAF Program Management Office. The list will reflect the crew member's name (last, first, middle name), crew position and equipment qualified to fly, citizenship, date of birth, and employee number. Indigenous personnel may be used to fulfill other personnel requirements in accordance with company policy. The contractor must provide documentation and justification of how the 10 hour per day utilization rate will be achieved immediately to the Government, if requested. If, the Contractor for reasons beyond its control is unable to provide the personnel, equipment or material necessary to operate its aircraft 10 hours per day, it shall still be obligated to provide the aircraft assigned to the CRAF program and to secure the additional personnel, equipment or material through alternate sources capable of meeting CRAF operational requirements. Alternate sources must be approved by the CRAF Program Management Office (HQ AMC/A3B) ((618) 229-1751) and the CO ((618) 220-7074) prior to performance of any CRAF requirement. Similarly, if the Contractor for reasons beyond its control, is unable to provide the aircraft assigned to the CRAF program and operate 10 hours per day, it will be obligated to secure equivalent aircraft, personnel, material and equipment to operate as if it had the aircraft under its control. Alternate sources must be approved by the CRAF Program Management Office (HQ AMC/A3B) ((618)229-1751) and the CO ((618)220-7074) prior to performance of any CRAF requirement. In such events, the compensation, which would otherwise be paid to the contractor under the terms of this contract, shall be reduced by the amount which the CO finds to represent the services and material not furnished by the contractor, and related overhead and profit.

**A5.3.6. CIVIL AIRLIFT SUPPORT ELEMENT (CASE):** Upon request of 618 AOC (TACC), HQ AMC/A3BC shall recruit a team of two to four CASSs, possessing cargo and passenger expertise, and volunteered by civil air contractor resources, who shall augment an USTRANSCOM/TCAQ-C CRG or Expeditionary Airlift Wing at an on-load or off-load site. The CASE shall act as a liaison to facilitate support for commercial aircraft and aircrews as they transit specific airfields.



**A5.3.7. LOGISTIC SUPPORT PLANNING (International Only):** 618 AOC (TACC) will monitor and coordinate logistic support effectiveness under the airline self-support concept. If the airline cannot self-support, they may request logistic support from USTRANSCOM on an as available basis.

**A5.3.8. POL FACILITIES AND RESUPPLY CAPABILITY:** When available, USTRANSCOM will provide adequate POL facilities and resupply capability at all planned contingency bases. If fuel cannot be made available, suitable alternate airfields will be recommended. Report deficiencies to 618 AOC (TACC).

**A5.4. CRAF ACTIVATION NOTIFICATION AND CONTRACTOR ACTIONS:** CRAF activation messages are transmitted over commercial circuits to each contractor. Minimum actions to be taken by the contractor upon receipt of each message are as follows:

**A5.4.1. CRAF ACTIVATION WARNING MESSAGE:** Upon receipt of this message, contractors shall ensure:

- Personnel are assigned to its operations control center so as to provide 24-hour coverage.
- Personnel who have been requested by 618 AOC (TACC)/CC shall report where directed by HQ AMC/A3BC (See AMCI 10-402, para 3-5, Manpower and Personnel).

**A5.4.1.1. STAGE I, II and III ACTIVATION WARNING MESSAGE:** Upon receipt of these messages, contractors shall:

- Review the operational and maintenance status of all company aircraft allocated to support Stage I and II of CRAF.
- Prepare to recall and mobilize aircraft and aircrews designated to participate in Stages I and II.
- Review personnel support requirements.
- Review the availability of aircraft spares and support equipment.
- Ensure DoD navigation route kits are current and available for use.
- Ensure all personnel scheduled to travel overseas have a current and valid US passport or an application for a passport.

**A5.4.2. STAGE I, II, and III ACTIVATION MESSAGE:** Upon receipt of this message, contractors shall:

- Prepare and standby for aircraft call up and AMC airlift mission assignments.
- Acknowledge agreement with time and tail numbers of aircraft called up, by writing initials on the message. Acknowledged copy shall be returned either via fax to the CO at 618-220-7909 or via email to [ustcaq-ccraf@ustranscom.mil](mailto:ustcaq-ccraf@ustranscom.mil).

**A5.5. NAVIGATION ROUTE KITS:** Upon activation of any stage of the CRAF, the contractor shall place a navigation route kit (hard copy or Flight information Publications DVD) aboard each aircraft called up, and it shall remain with the aircraft during operations.

**A5.5.1. INTERMEDIATE STAGING BASE:** The on-site Commander or senior AMC representative will ensure the aircrew receives the following: associated hands-on training and issue of GCWDE accomplished by designated disaster preparedness personnel, if directed by HQ AMC/A3BC; the latest available communications information concerning the proposed route of flight; the latest intelligence information associated with the route of flight, destination, alternate(s) and divert bases(s); and enough authentication material (tables) to cover the following 72 hours. Authentication documents shall be made available to flight deck aircrew members at military bases provided they are flying a mission directly related to the activation and have proper identification. These documents shall be treated as classified and disposed of IAW classified disposal procedures.

**A5.5.2. ROUTE SUPPORT:** During CRAF activation, military and commercial transport aircraft flying in support of the contingency shall receive the same priority.

**A5.5.2.1. ROUTE (GROUND) SUPPORT TRAFFIC:** During CRAF activation, route (ground) support traffic shall be assigned the same movement priority as AMC route (ground) support traffic.

**A5.5.2.2. EARLY DEPARTURE (Domestic Only):** 618 AOC (TACC), in conjunction with the aircraft pilot in command, may authorize early departure from any station.

**A5.5.3. DEFICIENCIES IN SUPPORT:** Deficiencies in support requirements at commercial airports during CRAF activation shall be reported to the on-scene military commander and HQ AMC/A3BC (618)-229-1751).

**A5.5.4. MATERIEL HANDLING EQUIPMENT (MHE) (International Only):** 618 AOC (TACC) will be responsible for assuring availability of adequate cargo and passenger MHE, to support planned workload at all on-load and off-load locations.

**A5.5.4.1. CONTRACTOR-PROVIDED MHE:** When required, contractors shall be tasked to provide wide-body MHE from their resources, when available, if compatible military equipment cannot be pre-positioned.

**A5.5.4.2. CONTRACTOR-POSITIONING OF MHE:** Positioning of contractor MHE will normally be the contractor's responsibility.

**A5.5.4.3. GOVERNMENT-POSITIONING OF MHE:** AMC CAT Logistics Cell will position MHE that exceeds the contractor capability to position.

**A5.5.4.4. PAYMENT FOR MHE:** Payment to contractors for use of MHE and equipment operators shall be settled under the authority of the Changes Clause of this agreement.

**A5.5.5. REGROUP OPERATIONS:** Aircraft and resources shall be considered dispersed in place and regrouped in accordance with the provisions of this attachment and HQ AMC/A3BC.

**A5.5.5.1. PRESERVATION OF AIRLIFT RESOURCES:** When planning for employment of civil airlift augmentation during a national emergency, consideration must be given to the preservation of airlift resources.

**A5.5.5.2. AIRCRAFT IN FLIGHT:** Aircraft in flight over CONUS shall be dispersed to safe haven bases, as directed by ATC authorities. If such dispersal plans are implemented, operations will be in accordance with the requirements of that portion of the Emergency Security Control of Air Traffic (ESCAT) plan which is in effect. If any part of the ESCAT plan is ordered while dispersal is in progress, dispersal operations will be revised as required to comply with ESCAT. When conditions permit, company management shall retain control of the dispersed aircraft and shall direct re-assembly of aircraft at predetermined regroup operating bases, or dispatch to specified on-load bases. Airlift mission assignments will then come from 618 AOC (TACC) and be routed through the contractor corporate management and operations personnel.

**A5.5.5.3. NORTH AMERICAN AEROSPACE DEFENSE (NORAD):** NORAD Instruction 10-41(S), *Wartime Safe Passage of Friendly Military Aircraft*, provides the safe passage procedures for aircraft departing from and returning to the CONUS. Specific IFF/SIF instructions are detailed in the "NORAD Master SPINS" Document. Allocated aircraft that are offshore when safe passage procedures are implemented shall divert to the nearest base listed below, or as directed by ATC, to obtain specific procedural information required for penetration and operation in the NORAD area. Base operations at one of the following locations shall provide the NORAD information prior to departing for entry into the NORAD defense area. 618 AOC (TACC) will work with the HQ AMC/A3BC and contractor operations personnel to ensure that appropriate classified Safe Passage and IFF/SIF information is made available to contractors.

- ATLANTIC AREA. Incirlik AB, Turkey; and Lajes Field, Azores.
- PACIFIC AREA. Andersen AFB, Guam; Yokota AB, Japan; Kadena AB, Okinawa; Hickam AFB, Hawaii; Elmendorf AFB/Cold Bay Air Force Specialty (AFS) (714 ACWS), Alaska. (If aircraft is on the ground at Anchorage International, contact Elmendorf AFB. If aircraft is airborne within the Alaska area, divert to AFS.)

**A5.5.5.4. DISPERSED AIRCRAFT:** Once a copy of the appropriate NORAD Safe Passage procedures is obtained, dispersed aircraft identified in paragraph 5.5.2., Aircraft in Flight, above shall be directed to a CONUS regroup base, or a CONUS on-load base.

**A5.5.6. TRAFFIC AND TERMINAL SERVICES:** During CRAF activation, all APOE functions required will be provided by the responsible AMC Expeditionary Mobility Task Force (EMTF) – CONUS.

**A5.5.7. COMMUNICATIONS NETWORKS:** Reliable continuous communications service is necessary to support mission control. The contractor shall provide additional point-to-point circuits essential to contractor operations.

**A5.5.7.1. GLOBAL HIGH FREQUENCY (HF) SYSTEM:** Existing USAF Global HF System facilities shall be used as an alternate when commercial facilities are not available. Frequencies for USAF Global HF System stations are listed in the current DoD FLIP.

**A5.5.7.2. AIRCRAFT COMMUNICATIONS:** Contractor aircraft shall be capable of communicating with US Air Force Communications Control Stations as outlined in the current FLIP enroute supplement, National, and International section.

**A5.6. CONTRACTOR ENROUTE SUPPORT:** During CRAF activation, contractors shall utilize existing contracts and arrangements for aircraft servicing and support to the greatest extent possible. The aircrew shall contact the contractor enroute support station only when such services are not available through normal commercial means, or when special requirements exist (such as classified briefings, materials issue/storage, the hands-on training and issue of GCWDE) which exceed normal commercial arrangements.

**A5.6.1. CONTRACT PROVISIONS FOR CONTRACTOR ENROUTE SUPPORT:** All contractor enroute support services provided in connection with the CRAF shall be through provisions of a contract modification. The 618 AOC (TACC) and/or HQ AMC/A3 will request contractor enroute support at select stations as required during CRAF activation. The CO shall issue a contract modification for stations activated.

**A5.6.1.1. CONTRACTOR ENROUTE SUPPORT SERVICES:** The contractor providing enroute support shall act as the primary agent for any enroute services required, whether specifically providing them or acquiring them through alternative sources. Should appropriate support be unavailable, the contractor providing enroute support should contact AMC C2 and the CO, either directly through CRAF contractor operations or by any other expeditious means.

**A5.6.1.1.1. CIVIL AIRCRAFT SUPPORT:** Contractor enroute support services consist of ensuring ground support for all civil aircraft and crews participating in US military airlift operations. Services performed by the enroute support contractor will vary from station to station depending upon the services provided and the workload involved.

**A5.6.1.1.2. DoD AIRCRAFT SUPPORT:** USTRANSCOM may occasionally request contractor enroute support or limited services for DoD aircraft. Should a priority determination be required, the contractor providing enroute support shall communicate with 618 AOC (TACC) or USTRANSCOM/TCAQ-C for further guidance.

**A5.6.2. GCWDE MANAGEMENT:** Contractor crew members transiting an Intermediate Staging Base (ISB) enroute to the Area of Responsibility (AOR) will be issued GCWDE equipment and be trained in its use by ISB Operations Support Team (OST) members (disaster preparedness specialists and normally military personnel or DoD employees). After exiting the AOR and returning through the ISB, the contractor crewmembers will return the GCWDE equipment, and as necessary, provide an intelligence debrief to OST personnel.

**A5.6.3. LIMITING FACTORS:** The contractor providing enroute support shall advise USTRANSCOM/TCAQ-C of any limiting factors that may affect the CRAF mission flow. When required, USTRANSCOM will take action to mitigate these limitations.

**A5.6.4. BILLING INFORMATION:**

**A5.6.4.1. PERIOD OF OBLIGATION AND LIMITS OF PAYMENTS FOR SERVICES:** A Change Order to the contract shall specify period of obligation and the limits of payments for services.

**A5.6.4.2. CHARGES TO THE CONTRACTOR ENROUTE SUPPORT STATION:** CRAF contractors, other than the primary contractor providing enroute support, shall bill the primary contractor for the costs incurred. Any contractor disputes will be mediated by the CO.

**A5.6.4.3. CHARGES TO THE GOVERNMENT:** USTRANSCOM/TCAQ-C or 618 AOC (TACC) will provide a planning forecast of anticipated traffic for each contractor enroute support station designated. Normally, the contractor enroute support operations at a given station should be self-sustaining, provided an accurate traffic forecast is generated. In the event such traffic is not generated, the contractor enroute support station may charge the excess cost to the US Government in accordance with the Change Order limitation.

**A5.6.4.3.1. SERVICES REQUIRED BY AMC TO BE NO COST TO USING CONTRACTOR:** Normally, civil airlift contractors shall individually coordinate and pay for enroute services required and rendered. However, USTRANSCOM may require the contractor providing general enroute support services to provide or arrange for some or all of the services for CRAF aircraft at no cost to the using CRAF contractor. In such cases, contractor enroute support services are chargeable to the US Government.

**A5.7. DOMESTIC CRAF ACTIVATION:**

**A5.7.1. CLINs 0003 and/or 0004:** Airlift services identified under CLIN 0003 and/or 0004 shall be awarded based on the rate in Section B to perform specific CRAF missions as they occur. All services will be ordered by delivery orders in accordance with Section H, paragraph 1.

**A5.7.1.1.** Mileage will be determined by the Commercial Operations Integrated System (COINS) which calculates distances based on longitude and latitude for geographical locations listed in the DoD Flight Information Publication (FLIP) and identified by location indicators assigned by the ICAO and published in the Location Indicator, Doc 7910/67. Charter per plane mile rates will be calculated based on aircraft's allowable cabin load (ACL) in seats and/or tons.

**A5.7.1.2.** During CRAF activation, airlift requirements will be distributed among the Domestic CRAF carriers. The Government will attempt to equalize the risk exposure among all carriers in the CRAF.

**APPENDIX 6  
EXPANSION AIRLIFT FOR OUTSIZED CARGO SERVICES**

**1. REQUIREMENT FOR AFGHANISTAN INTER/INTRA-THEATRE AIRLIFT.** In order to expedite the movement of Outsized Cargo, and for service into areas where the operation of U.S. certified carriers is restricted, to include Mine Resistant Ambush Protected (MRAP) vehicles out of theatre, the Government will purchase airlift missions from DOD-approved foreign carriers through a sub-contracting agreement with a CRAF carrier via the International Airlift Services Contract awarded from Solicitation HTC711-14-R-C002. These services are authorized in accordance with contract provision H-18, Awarding Expansion Airlift for Outsized Cargo Service or Service into Restricted Areas or Remote Locations, and Performance Work Statement (PWS) paragraphs 1.3.16 and 17. CRAF carriers are expected to review the requirements for DOD approval and determine if a subcontracted foreign air carrier will be able to satisfy the minimum requirements prior to submitting an offer. CRAF carriers may only submit one foreign air carrier with their offer. Missions will be awarded via delivery orders to the CRAF carrier. All terms and conditions of the CRAF International contract will apply unless alternative terms are specifically addressed below. The minimum number of missions for this period is thirty (30).

**2.0. PERIOD OF PERFORMANCE:** 01 October 2014 – 30 September 2015.

**3. REQUIREMENT:**

**3.1. GENERAL INFORMATION:** Carrier shall provide aircraft, personnel, equipment, tools, material, maintenance, and supervision necessary to perform missions in support of DOD commercial cargo operations. Up to four (4) aircraft capable of carrying a maximum of two MRAPs or nine (9) pallets, not to exceed 44 short tons (ST) (IL-76 or equivalent) are required. The carrier will make its best effort to carry up to 44 ST, subject to airport and weather conditions.

**3.1.1. SURGE CAPABILITY:** Subject to aircraft availability, the carrier will provide additional IL-76 aircraft in a surge capacity to operate any of the negotiated routings. The Government is subject to the cancellation charge in the event the aircraft is scheduled and cancelled due to a Government controlled cancellation.

**3.2. FREQUENCY OF SERVICE:** Operations must be available seven days per week. There is an estimated thirty (30) missions to UBBB during the period of performance. Actual number of missions per day may vary based upon military requirements.

(b)(4)  
[Redacted text block]

[Redacted text block]

*\*\*\* At this time, these locations are scheduled for missions during this period of performance.*

(b)(4)  
[Redacted text block]

**4. REROUTES:** With mutual agreement, the Government may from time to time reroute a mission due to changes in mission requirements. If a reroute is required, the Government will attempt to provide the carrier 12 hours notification prior to mission performance.

**5. AIRCRAFT REQUIREMENTS:** The contractor shall provide fixed-wing, multi engine, pressurized aircraft that are capable of carrying rolling stock, normally two (2) Mine Resistant Ambush Protected Class 1 or 2 vehicles with a total weight of approximately 44 short tons (ST). Other rolling stock may be substituted. The aircraft must also be able to carry nine (9) 108" x 88" x 96" standard 463L pallets to include pallet trains. The aircraft utilized for these missions are required to be equipped with rails and operational mechanized roller systems to facilitate the loading/offloading of 463L pallets. Rollers and rails should accommodate rolling stock and be rapidly reconfigurable to full roller floors for pallet loads/unloads. The interior dimensions should be equal to or exceed IL-76 dimensions provided here as 124.4" w x 127.9" h x 709" l. Maximum interior dimension should accommodate vehicles up to 133 inches in crown height (the center of the vehicle).

**5.1. ACL:** The maximum ACL for the missions is 44 ST. The Government intends to fully utilize the aircraft. During seasonal periods of high temperature the ACL may be reduced however the minimum acceptable ACL during this period is 26 ST.

**5.2. COURIER REQUIREMENTS:** Government provided armed couriers are required for missions when sensitive cargo is carried.

**6. PARKING:** The carrier is responsible for arranging and paying for parking.

**7. LOADING/UNLOADING:** The Government will be responsible for loading and unloading cargo (including wheeled vehicles) at all military locations. The IL-76 carrier will be responsible for the palletization, aggregation, and loading of cargo at (b)(4) for air to air movement. For air to sea movement, the IL-76 carrier will be responsible for the offload, cleaning and storage of cargo until release to the USC-7 carrier from the Baku Air Terminal.

**7.1.** For missions originating or terminating at (b)(4), the contractor will be responsible for ground handling. No Government presence currently exists to perform offload and upload functions of the inbound widebody CRAF aircraft or outbound IL-76 aircraft. The contractor will be responsible for the offload performance of the ground handler, safeguarding/warehousing of the cargo, and upload of each IL-76 aircraft. Pricing is included on page 4.

**7.2.** For retrograde movements, (air to air/air to surface) the IL-76 carrier is responsible for meeting the following customs standards. All cargo entering the US must be free from contaminated soil and pests. "Cargo will not be loaded aboard a final conveyance in a foreign country, for movement to the US, unless it is free of animal and plant contamination or pest infestations as required by the US Port of entry Customs Border Protection-Agriculture Inspection Service officials (CBP-AIS) and USDA Animal and Plant Health Inspection Services (APHIS)." Washing of cargo must comply with the following: 7 CFR 330.300, Defense Transportation Regulation (DTR) 4500.9R, Part V, Chapter 502, 505, and Chapter 506. Detailed cleaning and inspection procedures can be found in the Armed forces Pest Management Board Technical Guide No. 31, Contingency Retrograde Wash-downs: cleaning and Inspection Procedures.

## **8. FUEL:**

**8.1.** Fuel is normally available at (b)(4). Contractor shall verify fuel availability to all locations during mission planning.

**8.2.** Payment for fuel is a carrier responsibility. Carriers will be authorized to apply for DLA Energy issued fuel for use at military locations and be billed by DFAS for fuel purchases. The website for fuel information is <http://www.desc.dla.mil/DCM/DCMPage.asp?LinkID=DESCCustomerService>.

**9. INSURANCE:** Carriers are responsible for obtaining their own insurance including war risk insurance. For price evaluation purposes, war risk insurance prices will be considered as part of the carrier's total price submission.

**10. HAZMAT:** The carrier shall carry HAZMAT to include ammunition (Hazardous Classification 1.1-1.4) in accordance with IATA/ICAO Dangerous Goods Regulations. Carrier shall provide a copy of any IATA/ICAO

exemptions to the Contracting Officer. If a carrier does not currently possess the necessary approvals and exemptions to carry such HAZMAT, carrier must act with due diligence to obtain an exemption.

**11. CANCELLATIONS:**

**11.1.** Missions may be cancelled for reasons which are either Government controllable (i.e., lack of cargo) or uncontrollable (i.e., Acts of God, Air Traffic Control, weather, hostilities).

**11.2.** The Government may from time to time unilaterally cancel a mission, provided notification is given to the carrier. Missions may be cancelled by the government with 24-hours notice with no cancellation charge. Cancellation fee will be paid in accordance with the attached pricing document. Large-scale cancellations or long term reduction of requirements will not normally be covered by this paragraph.

**11.3.** Carriers will not be paid for missions that are canceled for reasons outside of the Government's control. In the event of a carrier initiated cancellation (i.e., maintenance), no cancellation charge will be paid. Carriers will make an attempt to reschedule missions they cancel if the Government requests they do so.

**12. PRICING:** See page 4 of this appendix.

**APPENDIX 6  
INTER/INTRA AFGHANISTAN AIRLIFT PRICING  
FOR THE PERIOD OF 01 OCTOBER 2014 – 30 SEPTEMBER 2015**

<b><u>NAME OF PRIME CONTRACTOR</u></b>	<b><u>Patriot Team – United Parcel Service Co.</u></b>
<b><u>NAME OF FOREIGN AIR CARRIER</u></b>	<b><u>Silk Way Airlines</u></b>
<b><u>PROPOSED AIRCRAFT TYPE</u></b>	<b><u>IL76TD</u></b>

**PRICES**

(ALL insurance costs are to be included in the pricing below IAW paragraph 9 of this appendix. Price adjustments may be made IAW with paragraph 2.2 of this appendix.)

<b>12.1. (b)(4) (One-Way):</b> (Outbound trips from one of the Afghanistan locations in paragraph 3.3 of this attachment.)	<b>PER TRIP</b>	<b><u>\$88,000.00</u></b>
<b>12.2. (b)(4) (Round Trip):</b> (Outbound trips from UBBB to one of the Afghanistan locations in paragraph 3.3 of this attachment.)	<b>PER TRIP</b>	<b><u>\$110,000.00</u></b>
<b>12.3. Cancellation Charge:</b> (Cancellation charges, if applicable, are to be stated on a per aircraft basis. The charge or terms identified will be applied to daily cancellations due to lack of Government Cargo. Reference paragraph 11 of this attachment.)	<b>PER TRIP</b>	<b><u>\$17,000.00</u></b>
<b>12.4. Services at Baku:</b>		
<b>12.4.1. Ground Handling Fee:</b> (Offload of one inbound widebody cargo aircraft (B747 or MD11) and upload of a maximum of 5 IL76 aircraft at UBBB, reference paragraph 7.1 of this attachment.)		<b><u>\$17,000.00</u></b>
<b>12.4.2. Ground Handling Per Vehicle:</b>		<b><u>\$250.00</u></b>
<b>12.4.3. Ground Handling Per Pallet (463L or less than 20’):</b>		<b><u>\$100.00</u></b>
<b>12.4.4. Cleaning Per Vehicle:</b> (Cleaning of vehicles in accordance with standards listed in paragraph 7.2 of this attachment.)		<b><u>\$650.00</u></b>
<b>12.4.5. Cleaning Per Pallet (463L or less than 20’):</b> (Cleaning of pallets in accordance with standards listed in paragraph 7.2 of this attachment.)		<b><u>\$50.00</u></b>



<b>DEPARTMENT OF DEFENSE                  CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				<b>1. CLEARANCE AND SAFEGUARDING</b> a. FACILITY CLEARANCE REQUIRED <p style="text-align: center;"><b>SECRET</b></p> b. LEVEL OF SAFEGUARDING REQUIRED <p style="text-align: center;"><b>SECRET</b></p>		
<b>2. THIS SPECIFICATION IS FOR:</b> <i>(X and complete as applicable)</i>			<b>3. THIS SPECIFICATION IS:</b> <i>(X and complete as applicable)</i>			
	a. PRIME CONTRACT NUMBER HTC711-15-D-CC03	<input checked="" type="checkbox"/>	a. ORIGINAL <i>(Complete date in all cases)</i>	DATE (YYYYMMDD) 20140317		
	b. SUBCONTRACT NUMBER		b. REVISED <i>(Supersedes all previous specs)</i>	REVISION NO.	DATE (YYYYMMDD)	
<input checked="" type="checkbox"/>	c. SOLICITATION OR OTHER NUMBER HTC711-14-R-C002	DUE DATE (YYYYMMDD)	c. FINAL <i>(Complete Item 5 in all cases)</i>		DATE (YYYYMMDD)	
<b>4. IS THIS A FOLLOW-ON CONTRACT?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.						
<b>5. IS THIS A FINAL DD FORM 254?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.						
<b>6. CONTRACTOR</b> <i>(Include Commercial and Government Entity (CAGE) Code)</i>						
a. NAME, ADDRESS, AND ZIP CODE  See Attached Listing		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>			
<b>7. SUBCONTRACTOR</b>						
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>			
<b>8. ACTUAL PERFORMANCE</b>						
a. LOCATION  See Attached Listing		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>			
<b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b>  The airlines contractually pledge aircraft to the Civil Reserve Air Fleet (CRAF) program, ready for activation when needed. To provide incentives for civil carriers to commit aircraft to the CRAF program and to assure the United States of adequate airlift reserves, the government makes peacetime DoD airlift business available to civilian airlines that offer aircraft to the CRAF. DoD offers business through the International Airlift Services Solicitation HTC711-14-R-C002.						
<b>10. CONTRACTOR WILL REQUIRE ACCESS TO:</b>			<b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>			
		YES	NO		YES	NO
a.	COMMUNICATIONS SECURITY (COMSEC) INFORMATION		<input checked="" type="checkbox"/>	a.	HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input checked="" type="checkbox"/>
b.	RESTRICTED DATA		<input checked="" type="checkbox"/>	b.	RECEIVE CLASSIFIED DOCUMENTS ONLY	<input checked="" type="checkbox"/>
c.	CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input checked="" type="checkbox"/>	c.	RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/>
d.	FORMERLY RESTRICTED DATA		<input checked="" type="checkbox"/>	d.	FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input checked="" type="checkbox"/>
e.	INTELLIGENCE INFORMATION		<input checked="" type="checkbox"/>	e.	PERFORM SERVICES ONLY	<input checked="" type="checkbox"/>
	(1) Sensitive Compartmented Information (SCI)		<input checked="" type="checkbox"/>	f.	HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input checked="" type="checkbox"/>
	(2) Non-SCI		<input checked="" type="checkbox"/>	g.	BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input checked="" type="checkbox"/>
f.	SPECIAL ACCESS INFORMATION		<input checked="" type="checkbox"/>	h.	REQUIRE A COMSEC ACCOUNT	<input checked="" type="checkbox"/>
g.	NATO INFORMATION		<input checked="" type="checkbox"/>	i.	HAVE TEMPEST REQUIREMENTS	<input checked="" type="checkbox"/>
h.	FOREIGN GOVERNMENT INFORMATION		<input checked="" type="checkbox"/>	j.	HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input checked="" type="checkbox"/>
i.	LIMITED DISSEMINATION INFORMATION		<input checked="" type="checkbox"/>	k.	BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input checked="" type="checkbox"/>
j.	FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>		l.	OTHER <i>(Specify)</i>	<input checked="" type="checkbox"/>
k.	OTHER <i>(Specify)</i>	<input checked="" type="checkbox"/>				
Classified threat information only						

12. **PUBLIC RELEASE.** Any information (*classified or unclassified*) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release  Direct  Through (*Specify*)

USTRANSCOM Directorate of Operations and Plans  
 Attn: TCJ3-FP  
 508 Scott Drive  
 Scott AFB IL 62225-5357

USTRANSCOM Public Affairs Office  
 Attn: TCPA  
 508 Scott Drive  
 Scott AFB IL 62225-5357

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.  
 \*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. **SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (*Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.*)

1. **CRAF REQUIREMENTS.** Written materials and conversations are classified, if they involve or refer to any of the specifics in the DOD war plans involving the use of CRAF. Written materials and conversations are considered essential elements of information (EEI), if they refer to any of the specifics of the movement of DOD cargo and/o r passenger. When certain specifics of EEI are compiled together, they may reveal classified information.
2. **PEACETIME CLEARANCE REQUIREMENTS.** The contractor shall comply with the requirements listed in this contract and be granted a Facility Clearance (FCL) of SECRET prior to the award of this contract. The contractor will possess a final FCL prior to receipt of secure voice equipment.
3. **SECURE VOICE EQUIPMENT.** Secure terminal equipment and facsimile machine will be furnished by the CRAF program management office and issued as Government Furnished Equipment (GFE), to all CRAF carrier operations centers.
4. **UNCLASSIFIED//FOR OFFICIAL USE ONLY (U//FOUO)** information may be released to the contractor as necessary in the performance of official business. U//FOUO Information will be safeguarded per DoDM 5200.01, volume 4. No U//FOUO information will be discarded in trash or recycle bins.
5. **Visit(s)** by contract company personnel to military installations will require an electronic visit request sent via the Joint Personnel Adjudication System (JPAS) to the Security Management Office (SMO) code for the section being visited.

NOTE: Downgrading/declassification instructions are not provided for the above, in that the operational and intelligence briefings may range from unclassified through SECRET.

14. **ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract.  Yes  No  
 (*If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.*)

(Item 11, j) OPSEC requirements can be found in the Performance Work Statement (PWS) paragraphs 4.2.4. and 5.2.4.

15. **INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office.  Yes  No  
 (*If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.*)

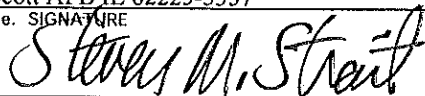
16. **CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL STEVEN M. STRAIT	b. TITLE Chief, Antiterrorism and Security	c. TELEPHONE ( <i>Include Area Code</i> ) 618-220-6531
--	---	---

d. ADDRESS (*Include Zip Code*)

USTRANSCOM / TCJ3-FP  
 508 Scott Drive  
 Scott AFB IL 62225-5357

e. SIGNATURE



17. **REQUIRED DISTRIBUTION**

- |                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | a. CONTRACTOR   |
| <input checked="" type="checkbox"/> | b. SUBCONTRACTOR  |
| <input checked="" type="checkbox"/> | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR          |
| <input checked="" type="checkbox"/> | d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
| <input checked="" type="checkbox"/> | e. ADMINISTRATIVE CONTRACTING OFFICER                             |
| <input checked="" type="checkbox"/> | f. OTHERS AS NECESSARY  |

6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)		
a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
ABX Air Airborne Airpark 145 Hunter Drive Wilmington, OH 45177	0J5S1	Defense Security Service (IOFND) 17177 N. Laurel Park Drive, Suite 417 Livonia, MI 48152-2659
Air Transport International LLC One Cantrell Center 2800 Cantrell Road Little Rock, AR 72202	1KHM4	Defense Security Service (IOFSI) 5800 E. Campus Circle Drive, #218A Irving, TX 75063
JetBlue Airways Corporation 11829 Queens Blvd Forest Hills, NY 11375-5720	1UZK6	Defense Security Service (IOFNN) 200 Salina Meadows Parkway, Suite 220 Syracuse, NY 13212-4536
Kalitta Air 818 Willow Run Airport Ypsilanti, MI 48198	1VL55	Defense Security Service (IOFND) 17177 N. Laurel Park Drive, Suite 417 Livonia, MI 48152-2659
Northern Air Cargo, Inc. 3900 W. International Airport Road Anchorage, AK 99502-1097	7W397	Defense Security Service (IOFWC) 5540 N. Academy Blvd, Suite 150 Colorado Springs, CO 80918-3696
Omni Air International 3303 N. Sheridan Road, Hanger 19 Tulsa, OK 74115	0ZDR5	Defense Security Service (IOFSI) 5800 E. Campus Circle Drive #218A Irving, TX 75063
Sky Lease I 243A Burgess Road Greensboro, NC 27409-9314	05AE4	Defense Security Service (IOFSV) 293 Independence Blvd, Suite 532, Pembroke 5 Virginia Beach, VA 23462-5400
Southern Air 69 Glover Ave Norwalk, CT 06850	1WL16	Defense Security Service (IOFNB) 495 Summer Street, Suite 303 Boston, MA 02210-2192
United Airlines 1200 E. Algonquin Road Elk Grove Village, IL 60007-4821	81979	Defense Security Service (IOFNS) 303 Fountains Parkway, Suite 303 Fairview Heights, IL 62208
United Parcel Service Company 1400 N. Hurstbourne Parkway 3A Louisville, KY 40223	0FAG6	Defense Security Service (IOFSH) Bldg 3216 Little John Drive Huntsville, AL 35898

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

Questions concerning payment should be directed to the Defense Finance Accounting Services (DFAS) Omaha at (800) 330-8168 or faxed to (800) 554-0527. Please have your contract/order number and invoice number ready when calling about payment status.

- You can easily access payment information using <http://www.dfas.mil/contractorpay.html>.
- **DFAS Customer Service Points Of Contact:** The following website contains a current list of customer service phone numbers for all DFAS locations: <http://www.dfas.mil>

NOTE: IN ACCORDANCE WITH DFARS 232.7002, USE OF ELECTRONIC PAYMENT REQUESTS IS MANDATORY. USE OF WAWF WILL ALLOW YOU TO MONITOR YOUR PAYMENT STATUS ONLINE. THERE ARE NO CHARGES OR FEES TO USE WAWF.

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

General: Enter the following information to create an Invoice:

- a. **Contract Number:** HTC711-15-D-CC03
- b. **Delivery Order:** \_\_\_\_\_
- c. **CAGE Code/Ext.:** 6G2V5
- d. **Pay DoDAAC:** F87700
- e. **Type of Document:** Invoice and Receiving Report
- f. **Inspection/Acceptance:** Destination
- g. **Issue Date:** \_\_\_\_\_ (of delivery order)
- h. **Issue By DODAAC:** HTC711
- i. **Admin DODAAC:** HTC711
- j. **Ship To Code / Ext:** HTC711

**Pick one of the codes below**

- (1) **Missions and Passenger Taxes:** *TCAQCX*
- All Other Reimbursables:** *TCAQCM*

**NOTE:** *You must enter Net 15 Days payment terms on the Discounts tab* (See training guide).

**FERRY DECLARATION**

IN ACCORDANCE WITH SECTION G, PARA 5.c. OF THE CONTRACT, THE FOLLOWING DECLARATION IS MADE IN GOOD FAITH AND TO THE BEST OF MY KNOWLEDGE. I VERIFY THE FOLLOWING FERRY MILES WERE ACTUALLY FLOWN IN CONJUNCTION WITH THE REFERENCED AMC MISSION.

**CONTRACT NO:** HTC711-15-D-CC03

**DELIVERY ORDER NO:** \_\_\_\_\_

**MISSION NO. AND DATE:** \_\_\_\_\_

**ACFT TYPE AND TAIL NO:** \_\_\_\_\_

**AWARDED FERRY:** \_\_\_\_\_  
(ROUTING) (MILES)

**AWARDED PAID FERRY RETURN:** \_\_\_\_\_  
(ROUTING) (MILES)

**ACTUAL FLOWN FERRY:** \_\_\_\_\_  
(ROUTING) (MILES)

**ACTUAL FLOWN PAID FERRY RETURN:** \_\_\_\_\_  
(ROUTING) (MILES)

\_\_\_\_\_  
(TYPE NAME) (DATE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(COMPANY NAME)

**USTRANSCOM CONTRACTED GROUND OPERATIONS FOR CARRIER USE**

**\*Note:** 011 Country Code for all Numbers listed

**Location/Address**

**Manager/e-mail**

**Fax Number**

**Telephone Nos.**

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(b)(4)

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(b)(4)

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REGISTER OF WAGE DETERMINATIONS UNDER  
U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT  
EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski  
Director  
Division of Wage Determinations

Wage Determination No.: 2009-0027  
Revision No.: 6  
Date Of Last Revision: 08/22/2013

States: Alabama, Alaska, Arizona, Arkansas, California, Colorado, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming

Area:

Alaska Statewide  
Alabama Statewide  
Arkansas Statewide  
Arizona Statewide  
California Statewide  
Colorado Statewide  
District of Columbia Statewide  
Delaware Statewide  
Florida Statewide  
Georgia Statewide  
Hawaii Statewide  
Iowa Statewide  
Idaho Statewide  
Illinois Statewide  
Indiana Statewide  
Kansas Statewide  
Kentucky Statewide  
Louisiana Statewide  
Massachusetts Statewide  
Maryland Statewide  
Maine Statewide  
Michigan Statewide  
Minnesota Statewide  
Missouri Statewide  
Mississippi Statewide  
Montana Statewide



North Carolina Statewide  
North Dakota Statewide  
Nebraska Statewide  
New Hampshire Statewide  
New Jersey Statewide  
New Mexico Statewide  
Nevada Statewide  
New York Statewide  
Ohio Statewide  
Oklahoma Statewide  
Oregon Statewide  
Pennsylvania Statewide  
Rhode Island Statewide  
South Carolina Statewide  
South Dakota Statewide  
Tennessee Statewide  
Texas Statewide  
Utah Statewide  
Virginia Statewide  
Vermont Statewide  
Washington Statewide  
Wisconsin Statewide  
West Virginia Statewide  
Wyoming Statewide

Employed on Department of Defense contract for International Airlift Services

Collective Bargaining Agreement between Alaska Airlines, Inc and Air Line Pilots Association, International effective March 9, 2009 through March 31, 2013.

Collective Bargaining Agreement between Alaska Airlines, Inc and Association of Flight Attendants-CWA, AFL-CIO effective May 1, 2006 through May 1, 2012.

Collective Bargaining Agreement between Alaska Airlines, Inc and Transport Workers Union of America, AFL-CIO effective June 8, 2011 through March 24, 2015.

Collective Bargaining Agreement between Delta Air Lines, Inc and Air Line Pilots Association, International effective July 1, 2012 through December 31, 2015.

Collective Bargaining Agreement between Federal Express Corporation and The Air Line Pilots Association, International effective February 28, 2011 through February 28, 2013.

Collective Bargaining Agreement between Miami Air and Association of Flight Attendants-CWA, AFL-CIO effective January 25, 2011 through January 25, 2015.

Collective Bargaining Agreement between Miami Air International and International Brotherhood of Teamsters, Local 747 effective June 15, 2008 through June 15, 2012.

Collective Bargaining Agreement between United Airlines, Inc and The Association of Flight Attendants-CWA, effective February 28, 2012 through February 28, 2016.

Collective Bargaining Agreement between US Airways, Inc and Transport Workers Union of America, Local 545 effective June 27, 2011 through June 30, 2015.

Collective Bargaining Agreement between World Airways, Inc and The Transport Workers Union of America, AFL-CIO effective January 1, 2009 through December 31, 2013.

Collective Bargaining Agreement between World Airways, Inc and International Brotherhood of Teamsters, Local 210 effective September 5, 2012 through September 4, 2017.

Collective Bargaining Agreement between Ryan Airlines, Inc. and Transport Workers Union of America, AFL-CIO, effective July 8, 2008 through July 8, 2012.

Collective Bargaining Agreement between Polar Air Cargo and International Brotherhood of Teamsters, Airline Division effective September 8, 2011 through September 8, 2016.

Collective Bargaining Agreement between Omni Air International, Inc and International Brotherhood of Teamsters, Airline Division effective November 30, 2011 through November 30, 2015.

Collective Bargaining Agreement between Air Transport International and Air Line Pilots Association, International effective November 28, 2011 through May 1, 2014.

Collective Bargaining Agreement between Atlas Air, Inc. and International Brotherhood of Teamsters, Airline Division effective September 8, 2011 through September 8, 2016.

Collective Bargaining Agreement between United Airlines, Inc. and Professional Airline Flight Control Association, effective July 12, 2000 through December 31, 2014.

Collective Bargaining Agreement between United Airlines, Inc. and Air Line Pilots Association, International, effective December 18, 2012 through January 31, 2017.

Collective Bargaining Agreement between Continental Airlines, Inc. and The International Brotherhood of Teamsters, effective December 31, 2010 through July 1, 2013.

Collective Bargaining Agreement between Continental Airlines Inc. and Transport Workers Union of America AFL-CIO, effective January 1, 2010 through December 31, 2013.

Collective Bargaining Agreement between Northern Air Cargo, Inc. and International Brotherhood of Teamsters effective October 1, 2012 through September 30, 2016.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

REGISTER OF WAGE DETERMINATIONS UNDER  
U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT  
EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski  
Director  
Division of Wage Determinations

Wage Determination No.: 1996-0460  
Revision No.: 18  
Date Of Last Revision: 08/20/2013

NATIONWIDE

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

Employed on contracts for aircraft services operating large multi-engine aircraft such as B-727, DC-8, and DC-9. (Does not apply to mod. and/or repair of aircraft contracts with incidental flying services.) Also included are CNET postal contracts.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
(not set) - First Officer (First Pilot)	(see 1)	7837.86 Monthly
(not set) - First Officer (Co-Pilot)	(see 1)	4320.00 Monthly
(not set) - Flight Dispatcher		18.59
(not set) - Second Officer/Flight Engineer	(see 1)	4311.05 Monthly
(not set) - Flight Attendant		15.00

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.81 per hour computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 12 years, 5 weeks after 20 years, and 6 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) Relates to total monthly earnings, including base pay and all other pay directly related to duty, but excludes special allowances, such as those for room and board while away from the employee's home station.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs. The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/whd/> and through the Wage Determinations On-Line (WDOL) website at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**\*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\***

First Officer (Co-Pilot) -- Is second in command of a commercial airplane and its crew while transporting passengers, mail, or other cargo on scheduled or nonscheduled flights. Assists or relieves an airplane captain in operating the controls of an airplane; monitoring flight and engine instruments; and maintaining air-to-ground communications.

First Officer (First Pilot) -- Is in command of a commercial airplane and its crew while transporting passengers, mail, or other cargo on scheduled or nonscheduled flights. Has responsibility for flying an airplane safely, including takeoffs and landings.

Flight Attendant -- Provide personal services to ensure the safety and comfort of airline passengers during flight. Greet passengers, verify tickets, explain use of safety equipment, and serve food or beverages.

Flight Dispatcher -- Authorizes, regulates, and controls commercial airline flights (in concert with the pilot in command) according to Government and company regulations to expedite and insure safety of flight and controls economic factors of flight. Work involves most of the following: Analyzes and evaluates weather information to determine potential safety of flight, economic feasibility, and desirable routing; computes fuel requirements according to Federal regulations and economic considerations; prepares flight plan containing such information as maximum gross takeoff and landing weights, en-route wind and weather information, terminal weather and airport conditions; signs release which (with concurrence of pilot in command) authorizes operation of flight; delays, conceals, or reroutes flight if necessary to insure safety) or protect economic factors; maintains a constant watch over weather and other operating conditions, and flight progress; maintains records relating to any irregularities in flight operations. Holds a license issued by the Federal Aviation Administration.

Second Officer/Flight Engineer -- Is as third in command of a commercial airplane and its crew while transporting passengers, mail, or other cargo on scheduled or nonscheduled flights. Assists the airline captain and first Officer in the analysis, operating, and monitoring of the mechanical and electrical systems of the airplane; is responsible for the safe and efficient functioning of these systems while in flight or en-route. May relieve airline captain and first officer at the controls, as required. Includes "reserve" second officers (those not assigned to a regular schedule of flights), as well as "bid" second officer (runholders). Also includes third crew members who are not qualified pilots and who are not authorized to operate the primary controls of the airplane. Excludes qualified pilot primarily employed for purposes other than serving aboard fixed-wing commercial airliners, such as helicopter pilots, instructors, and supervisory personnel.

**GOVERNMENT FURNISHED EQUIPMENT**

In accordance with FAR 45.201, the Government intends to issue, at a minimum, the following equipment to each contractor before contract performance begins:

Carrier	Description	Unit	Qty	Cost	Serial Number(s)	Condition
ABX Air, Inc.	STE Phone	EA/1	1	\$3,095.00	46127	As Is
ABX Air, Inc.	KOV Card	EA/1	1	\$240.00	297985	As Is
ABX Air, Inc.	Secure Facsimile	EA/1	1	\$3,600.00	2030202	As Is
Air Transport International, Inc. (ATI)	STE Phone	EA/1	1	\$3,095.00	46508	As Is
Air Transport International, Inc. (ATI)	KOV Card	EA/1	1	\$240.00	297953	As Is
Air Transport International, Inc. (ATI)	Secure Facsimile	EA/1	1	\$3,600.00	2030203	As Is
JetBlue Airways Corporation	STE Phone	EA/1	1	\$3,095.00	47028	As Is
JetBlue Airways Corporation	KOV Card	EA/1	1	\$240.00	296497	As Is
JetBlue Airways Corporation	Secure Facsimile	EA/1	1	\$3,600.00	3030002	As Is
Kalitta Air, LLC	STE Phone	EA/1	1	\$3,095.00	47125	As Is
Kalitta Air, LLC	KOV Card	EA/1	1	\$240.00	297509	As Is
Kalitta Air, LLC	Secure Facsimile	EA/1	1	\$3,600.00	3030003	As Is
Northern Air Cargo	STE Phone	EA/1	1	\$3,095.00	47018	As Is
Northern Air Cargo	KOV Card	EA/1	1	\$240.00	297541	As Is
Northern Air Cargo	Secure Facsimile	EA/1	1	\$3,600.00	3030027	As Is
Omni Air International, Inc.	STE Phone	EA/1	1	\$3,095.00	46880	As Is
Omni Air International, Inc.	KOV Card	EA/1	1	\$240.00	297939	As Is
Omni Air International, Inc.	Secure Facsimile	EA/1	1	\$3,600.00	2030261	As Is
Sky Lease I, Inc.	STE Phone	EA/1	1	\$3,095.00	47027	As Is
Sky Lease I, Inc.	KOV Card	EA/1	1	\$240.00	297893	As Is
Sky Lease I, Inc.	Secure Facsimile	EA/1	1	\$3,600.00	2030219	As Is
Southern Air, Inc.	STE Phone	EA/1	1	\$3,095.00	46417	As Is
Southern Air, Inc.	KOV Card	EA/1	1	\$240.00	296525	As Is
Southern Air, Inc.	Secure Facsimile	EA/1	1	\$3,600.00	2030263	As Is
United Airlines, Inc.	STE Phone	EA/1	3	\$3,095.00	47050, 47046, 47119	As Is
United Airlines, Inc.	KOV Card	EA/1	3	\$240.00	297955, 297989, 297531	As Is
United Airlines, Inc.	Secure Facsimile	EA/1	2	\$3,600.00	2030265, 3030016	As Is
United Parcel Service Company (UPS)	STE Phone	EA/1	3	\$3,095.00	47052, 47117, 47021	As Is
United Parcel Service Company (UPS)	KOV Card	EA/1	3	\$240.00	297921, 297173, 297465	As Is
United Parcel Service Company (UPS)	Secure Facsimile	EA/1	3	\$3,600.00	2050002, 3030023, 3030051	As Is

Software upgrades and operational checks will be performed by personnel from HQ AMC/A3B during their Civil Reserve Air Fleet (CRAF) site visits.

**AWARD FEE PLAN**  
FY15 Charter Airlift Services  
in Support of the Civil Reserve Air Fleet (CRAF)  
16 April 14

Approved:  
Fee Determining Official:

Sandra M. Habama  
Chief, Contract Airlift Division

### 1. Purpose

The purpose of this award fee plan is to provide the CRAF fixed price contracts with award fee incentive provisions. This Award Fee Plan documents the incentive provisions of the contract, as well as the procedures, metrics, roles, and responsibilities to administer an award fee for schedule reliability for International airlift passenger and cargo services in support of the CRAF. The desired behavior of the Contractor(s) is to maintain high on-time schedule reliability, which will be measured in accordance with surveillance methods as detailed in this plan and the contract.

The contract requires minimum acceptable performance, and rewards the contractor for increased levels of performance through the Award Fee Plan. Contractor's performance will be assessed using the methodology outlined in the (Contract) Performance Work Statement (Attachment 1- PWS) and the Quality Assurance Surveillance Plan. References to the applicable PWS sections and weighting for the individual performance measures are outlined in the QASP. The PWS contains the required services (thresholds) and levels of performance that will be evaluated by this Award Fee Plan. The specific process for determining Contractor's performance and corresponding award fee is set forth in the following paragraphs of this plan and the QASP.

### 2. Reason for Award Fee

The primary objective of this Award Fee Plan is to motivate Contractors to provide services that exceed customer requirements using predetermined benchmarks for the following critical performance objective:

- Schedule reliability greater than 95%

By employing the Award Fee Plan, the Government expects to motivate the Contractor to maintain a schedule reliability rate of 98% or greater<sup>1</sup> based upon a rolling four-month schedule reliability rate. Award fee will be earned by the Contractor for exceeding the required reliability standards of the contract. The award fee is one percent (1%) for schedule reliability of 98% or greater based upon the contractor's previous month's performance revenues (live miles cost only).

### 3. Award Fee Tasks

The award fees are designed to encourage higher on-time arrival performance reliability. Eligibility and the amount of the award fee shall depend on the Contractor's performance. The performance objective identified above will be incentivized as reflected in the Performance and Award Fee Matrices discussed below. There are measurable performance parameters, objectives, and outcomes which will be reported, validated, and rewarded, if appropriate. The performance objectives are outlined in the QASP and within the PWS. Failure to meet those performance objectives will result in the remediation procedures outlined in paragraph 5 of the QASP.

### 4. Performance and Award Fee Matrices

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<sup>1</sup> Contractor's schedule reliability rate will be calculated to the nearest whole number. Less than .5 will round down and .5 or more will round up. For example, a carrier has 18 contractor-controllable delays for the four-month period. Total missions operated are 349. Reliability rate is calculated as 331 divided by 349 = .948 or 95%.

Table 1, Standards, describes the performance standard for the performance objective and the methods that will be used for monitoring. Table 2, Quality Levels and Award Fees, describes the Minimum and Target Quality Levels for each performance area.

**Table 1. Standards**

Performance Area	Indicator	Standard	Method of Surveillance
Provide on-time arrival for all charter missions	Attachment 1- PWS, Section C, Paragraphs 2.1 and 2.6.1	All aircraft arrive within one (1) hour after the scheduled arrival time	100% Inspection.

**Table 2. Quality Levels and Award Fees**

Performance Objective	Target Quality Level (Target Award Fee)	Award Fee Pool
Provide on-time arrival for all charter missions	Initial four-month performance period reliability and rolling four-month schedule reliability that meets or exceeds 98%. <i>Contractor will earn 1% award fee. Must have operated 20 or more missions (passenger), 15 or more missions (cargo).</i>	Previous month's performance revenues (live miles cost only) for each individual contractor.

Acceptable performance is required. Failure to meet schedule reliability requirements will disqualify the Contractor from receiving an award fee.

### 5. Method for Determining Award Fee

Funding will be applied to the Reimbursable CLIN at time of contract award. Award fee may be earned starting with the completion of the first three-month period following contract award and upon four-month rolling periods thereafter. Typically, within 20-30 days of the end of each rolling four-month performance period, the ACO shall submit an Award Fee Notice to the Contractor. This Award Fee Notice shall state the Contractor's calculated award fee for the completed period based on the parameters outlined in Table 2 above. The notice shall include supporting documentation for the reported performance and award fee amount. The ACO will prepare the notice based on the objective measurement listed below:

- Schedule reliability of 98% or greater

The Contractor shall earn no award fee if the 98% or greater schedule reliability is not met, based on 20 or more missions for passenger carriers (15 or more missions, cargo carriers), during the four-month rolling period.

Award fee determinations and amounts rendered by the Fee Determining Official (FDO) are final and not subject to the Disputes Clause.

The award fee structure is effective for the entire period of performance of the contract



## 6. Award Fee Plan Administrative Changes and Fee Application Examples

The method for changing this Award Fee Plan is described below:

- a. The Contractor(s), or ACO may propose changes to the Award Fee Plan. The contractor may recommend changes to the ACO no later than 30 calendar days prior to the beginning of a new evaluation period.
- b. The Government may elect to make unilateral changes to the Award Fee Plan, provided the ACO has sent written notice to the Contractor(s) of any changes to be applied at least 15 calendar days before the start of the upcoming evaluation period. Award Fee Plan changes affecting the current evaluation period must be by mutual consent. On agreement between the parties, changes will become effective as of the date of the applicable contract modification.

### Illustrative example of the Award Fee Earned for Exceeding Schedule Reliability Requirements—Passenger Carrier

TOTAL MSNs	TOTAL CONTRACTOR DELAYS	RELIABILITY PERCENTAGE	RELIABILITY PERCENTAGE ROUNDED	PREVIOUS MONTH'S REVENUES	AWARD FEE %	AWARD AMOUNT
54	2	96.3%	96.0%	\$4,575,000	0.0%	\$0
90	2	97.8%	98.0%	\$3,000,000	1.0%	\$30,000

**CONTRACTOR TEAM**  
**INDIVIDUAL SMALL BUSINESS**  
**SUBCONTRACTING PLAN**

**Submitted by: Patriot Team**  
**FY15 Airlift Services Solicitation**  
**Solicitation HTC711-14-R-C002**





















































































































