

PERFORMANCE WORK STATEMENT (PWS)
INTERNATIONAL CHARTER AIRLIFT SERVICES
IN SUPPORT OF
THE CIVIL RESERVE AIR FLEET (CRAF)
1 OCTOBER 2018

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SECTION 1 – DESCRIPTION OF SERVICES

1. DESCRIPTION OF SERVICES: 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 passenger and/or cargo airlift services utilizing Federal Aviation Regulation (FAR) Part 121 aircraft. International airlift services are required to support the United States Department of Defense (DoD) during peacetime and both domestic and international airlift services may be required to support the DoD in emergencies when the need for airlift exceeds the capability of DoD's military aircraft. All aircraft utilized shall be licensed, operated and maintained in accordance with (IAW) all applicable rules and regulations of the Federal Aviation Administration (FAA), Department of Transportation (DOT). In addition, all applicable rules and regulations of the United States Department of Agriculture (USDA) and the International Air Transport Association (IATA) shall apply. The Government shall be given full use of the entire aircraft, unless otherwise stated; the aircraft will not be considered public aircraft while performing missions under this contract. This contract will provide additional incentives to airlines performing missions with modern, fuel efficient and reliable aircraft.

1.0.1. CRAF COMMITMENT: The CRAF is a cooperative, voluntary program partnering the DOT, DoD and the United States (US) civil air carrier industry for the purpose of augmenting DoD airlift capability during emergencies in which DoD's need for airlift exceeds the capability of military aircraft. Through this contract, air carriers commit aircraft to the CRAF Program. This CRAF Program participation is a prerequisite for award of commercial peacetime business under this and/or other DoD and General Service Administration (GSA) contracts. CRAF aircraft must be US registered aircraft, owned or controlled by US air carriers, and specifically allocated by FAA registration number for the purpose of the CRAF Program by DOT. The contractual commitment of the aircraft includes the supporting resources required to provide the airlift service.

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 Air Mobility Command (AMC) organic airlift resources cannot meet both deployment and other airlift requirements simultaneously. The Commander, United States Transportation Command (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 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 economy 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 Contingency, Exercise, or Special Assignment Airlift Missions (SAAM), 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 as outlined in the Defense Travel Regulation (DTR), Part III, Appendix T, paragraph C. The troop commander acts as the primary responsible authority for all passengers on the flight, and acts as a single Point of Contact (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, 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. AIRCRAFT SEAT AND COMPARTMENT 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 unless a waiver is received from the Contracting Officer (CO) in advance. However, on all long-range international flights, contractors are authorized to block up to three seats for aircrew rest and two seats for FAR 117 requirements. 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 CO, these seats may only be used for aircrew rest during mission operation. The contractor may use the overhead bin space above the USTRANSCOM approved crew rest seats to store items.

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, Paragraph A3.3.1. Aviation Disaster Family Assistance Act (ADFAA) Implementation, for additional requirements.

1.1.2.3.1. PASSENGER PROCESSING AT NON-GATEWAY LOCATIONS: On occasion, the Government may have requirements where passengers are aggregated at 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 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 ON PATRIOT EXPRESS MISSIONS: The Government may require the contractor to transport courier material, mail, and additional baggage in any amount not to exceed 1,000 pounds of Guaranteed Allowable Cabin Load (GACL). The additional items must fit in otherwise unused space within the cargo or baggage compartment of the aircraft (or both).

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 in accordance with commercial standard practice.

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 United States Central Command (CENTCOM) Area of Responsibility (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 passenger specified in AMC Pamphlet 24-2 Volume 1, Table 7.2. and the Defense Transportation Regulation (DTR), Part III, Appendix V, Figure V-21, para 4.d.(2): Boots: 5 pounds; Helmet: 5 pounds; Uniform: 5 pounds; Modular Lightweight Load-carrying Equipment (MOLLE)/Web Gear: 12 pounds; Weapon M-4: 10 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 DTR. For bulk load operations, actual piece counts and weights for each piece will be provided to the contractor. For container load operations for PE Missions, piece counts and container weights 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 Non-Gateway locations. At these locations, the contractor is responsible for obtaining actual weights of passengers and all baggage in accordance with (IAW) PWS paragraph 1.1.2.3.1. PASSENGER PROCESSING AT NON-GATEWAY LOCATIONS

1.1.3. IN-FLIGHT PASSENGER SERVICES: The contractor shall provide in-flight passenger services not less than provided on international commercial economy flights.

1.1.3.1. BAGGAGE CONTAINERS FOR PATRIOT EXPRESS (PE) CHANNEL MISSIONS: On aircraft so equipped, contractor shall provide two (2) complete sets of serviceable baggage containers (free of holes and tears) per aircraft type. One set will be carried on the aircraft and the second set distributed to originating, enroute and destination stations. At the direction of the CO, the contractor shall pre-position containers at enroute and destination stations to facilitate baggage processing prior to aircraft arrival. The CO, in coordination with

Headquarters (HQ) Air Mobility Command (AMC)/A4TP, may exempt stations from this requirement based on operational constraints. Baggage containers shall only be provided to and may be removed from the aircraft at stations equipped to properly remove, transport, and store baggage containers. All container handling will be done with commercial loading equipment or military K-loaders, slave pallets and pallet dollies. No baggage containers shall be loaded onto the aircraft by forklifts.

1.1.3.2. BAGGAGE HANDLING FOR CONTINGENCY, EXERCISE, AND SAAM MISSIONS: Baggage handling on all Contingency, Exercise and SAAM Missions will be performed by manual loading in the bellies of the aircraft.

1.1.3.3. BAGGAGE COMPARTMENT RESTRAINTS: When baggage is loose-loaded, baggage shall be restrained IAW established FAA guidelines, if any, to prevent baggage from falling when opening the baggage compartment.

1.1.3.4. PILLOWS AND BLANKETS: The contractor shall provide commercially cleaned blankets at the origination and turnaround stations. Pillows shall be replaced with adequate frequency to ensure they are in a clean and serviceable condition.

1.1.3.5. HOT TOWEL SERVICE: On flight segments over 4 hours, the contractor shall provide a moist, heated, cloth towel immediately prior to each hot meal and one hour before landing.

1.1.3.6. IN-FLIGHT ENTERTAINMENT: The contractor shall provide audio and video entertainment system to include complimentary headsets. A sufficient quantity of movies released within the last three years and audio will be made available to passengers throughout each flight segment.

1.1.4. MEAL SERVICE: Contractor shall provide meal and snack service that is equivalent to the dietary/protein standards, quantity, and quality provided to their commercial international economy passengers. When possible and requested by the Contracting Officer's Representative (COR) the contractor shall provide sample meals/snacks.

1.1.4.1. MEAL SCHEDULE: The contractor shall furnish hot in-flight meals and snacks. The type of meal served should be appropriate for the local time of day being served.

1.1.4.2. MEAL SERVICE EXCEPTION: Required meal service shall be based on the 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 48 hours prior to scheduled aircraft departure from an airport at which catering is available from a Government approved facility. Where the noon and evening meal are served on the same flight, a different entrée shall be offered for each meal. Beef products from Outside the Continental United States (OCONUS) caterers are prohibited.

1.1.4.4. BEVERAGE SERVICE: Beverages shall be available to passengers throughout each leg of each mission. On fixed-buy channel missions, except for legs into Kuwait and Al Udeid, full alcoholic beverage service (beer, wine, and mixed drinks) shall be made available to passengers subject to contractors' normal rules as to age, sobriety, charges, and schedule unless otherwise directed by the Contracting Officer (CO). Alcoholic beverages will not be provided on Contingency, Exercise, or SAAM (expansion) missions unless specified on the task order. Charges may be made to passengers commensurate with commercial operations for alcoholic beverages.

1.1.4.5. FOOD AND WATER SOURCES: The contractor shall utilize the following guidelines and procedure for obtaining food and water from off base sources.

1.1.4.5.1. Off-base food and water provided to DoD personnel shall be from a trusted and secure vendor and transported on a secure vehicle to the aircraft. Off-base trusted and secure vendor sources can be found at: <http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDAApprovedFoodSources.aspx>. On-base food and water retail sources can be used; however, on-base retail sources must have received an acceptable inspection in accordance with TB MED 530, Tri-Service Food Code, conducted by the installation medical authority.

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 will be declared only by the CO. For carrier controllable delays that extend beyond 24 hours, the carrier will provide commercial transportation when directed by the CO for mission essential passengers. 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 the onsite Government representative has provided a complete list of passengers to receive billeting, and passengers receive their baggage (if applicable):

<u>Number of passengers on aircraft:</u>	
1 – 165	2.0 hours
166-375	2.5 hours
Over 375	3.0 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 1.1.10.6.1. for instances involving Distinguished Visitor/ Emergency Leave (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 during uncontrollable delays. However, if asked by the CO 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.

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 on a reimbursable basis 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.

1.1.6.1. PASSENGER CARE DURING CONTROLLABLE DIVERSIONS: The contractor shall provide passenger care IAW paragraph 1.1.5, during controllable diversions, for all passengers on the aircraft who were to be off-loaded at the over flown enroute station and for all passengers awaiting pick-up at the over flown station until they are delivered at the contractor's expense to the manifested destination.

1.1.6.2. PASSENGER CARE DURING UNCONTROLLABLE DIVERSIONS: Where the diversion is Government caused, the contractor shall provide passenger care on a reimbursable basis IAW paragraph 1.1.5, for all passengers on the aircraft who were to be off-loaded at the over flown enroute station until they are delivered to the manifested destination or until the Government provides transportation. The contractor shall coordinate transportation (i.e. air or ground) for delayed passengers with the CO as soon as possible. When the contractor provided and CO approved mode of transportation is available but not used, responsibility for affected passengers transfers to the Government. The Government will provide care for passengers awaiting pick-up at the enroute station. In the event an uncontrollable diversion is not the fault of the contractor or the Government, the contractor shall provide passenger care IAW 1.1.5 for all passengers on the aircraft, and the Government will provide passenger care for passengers awaiting pick-up at the enroute station.

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. ACL REDUCTION: Should an aircraft load exceed the contracted ACL, the contractor shall determine the number of passengers, weight and or articles to be carried. Reduction in passenger ACL (bumping passengers) requires approval by the CO.

1.1.9.1 BUMPING PASSENGERS: In the event the ACL must be reduced, for either controllable or uncontrollable reasons, the contractor shall move space-required bumped passengers on the next available scheduled service flight. In addition, Space Available 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 contractor is not responsible to move Space Available passengers that are not yet boarded. Care shall be provided in accordance with paragraph 1.1.5.1., Controllable Delays. If the bumping of passengers is due to a controllable reason, the passenger care shall be the responsibility of the Contractor; if due to an uncontrollable reason, the passenger care will be provided by the Contractor on a reimbursable basis.

1.1.10. BAGGAGE SERVICES – The contractor shall provide baggage services in accordance with commercial standards and as supplemented below:

1.1.10.1. 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.).

1.1.10.1.1. 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 Resolution Center \(BRC\) at Scott AFB, IL](#). Contractor shall acknowledge receipt of case files and notify the [BRC](#) of final adjudication with the passenger. Contractor shall also provide the [BRC](#) with a list of required items needed from the passenger to expedite the final adjudication process for lost, damaged and pilfered baggage.

1.1.10.1.2. 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.

1.1.10.1.3. BAGGAGE SERVICES AT NON-AMC LOCATIONS: The baggage service requirements in para 1.1.10. [BAGGAGE SERVICES](#) also apply to 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 [BRC at \(618\) 229-4596](#) for assistance in determining the correct location to forward the baggage. The contractor is responsible for safe storage of baggage pending disposition.

1.1.10.2. PETS: Pets (cats and dogs only) shall be carried on PE service in the pressurized baggage compartment of the aircraft in accordance with IATA, USDA, and AMC Instruction (AMCI) 24-101, Volume 14. The contractor and the CO will mutually agree upon the number/weight of pets to be moved in the aircraft's pressurized baggage compartments/in cabin according to aircraft type. Mutually agreed upon pet spaces/weights will not be exceeded. Contractor shall not accept any pet for shipment when the weight of the pet and carrier exceeds 150 pounds. Pets shall be accepted for carriage only 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 and ensure pets are loaded last and properly secured prior to departure.

1.1.10.2.1. 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.

1.1.10.2.2. IN-CABIN PET LIMITATIONS: The Government requires the capability to accommodate three in-cabin pets on each flight, excluding service animals. Such pets shall be in a United States Department of Agriculture (USDA) approved pet carrier able to be placed under the seat in front of the passenger.

1.1.10.3. SERVICE ANIMALS (INCLUDING EMOTIONAL SUPPORT ANIMALS): The contractor shall transport animals trained to assist physically impaired passengers according to DoD, USDA, and IATA guidelines.

1.1.10.4. MILITARY WORKING DOGS: The Contractor shall transport military working dogs. The military working dogs shall be carried in accordance with DoD Instructions. Military working dogs will be accompanied by a handler. Military working dogs are always manifested as cargo and moved in the pressurized cargo compartment of the aircraft with the exception of mission critical requirements and with the 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.

1.1.10.5. 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. 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.

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

1.1.10.6.1. DISTINGUISHED VISITOR (DV) AND EMERGENCY LEAVE (EL) BAGGAGE: DV/EL baggage shall be treated as priority baggage and made available for pick up not later than 20 minutes after aircraft

block-in time. The contractor's onsite representative is responsible to coordinate with the Government load team or their subcontractor to ensure DV and EL baggage is clearly marked with DV/EL tags and loaded in the contractor's required positions to facilitate compliance.

1.1.10.6.2. 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
Over 375	2 hours after block in

1.1.10.6.3. 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
Over 375	2 hours 15 minutes after block in

1.1.10.6.4. PET ARRIVAL TIMES: Pets shall be available for pickup not later than 20 minutes after aircraft block-in time.

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

1.2. MISSION DEVIATIONS.

1.2.1. TRIP CANCELLATION.

1.2.1.1. 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."

1.2.1.1.1. 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, Euro control 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.

1.2.1.1.2. 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.

1.2.1.1.3. 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.

1.2.1.1.4. Contractor may elect to accept replacement missions in lieu of a cancellation charge.

1.2.2. NO COST CANCELLATIONS.

1.2.2.1. 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). The no-cost

cancellations may be applied to either fixed or expansion buys.

1.2.2.2. 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.

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

1.2.3. DIVERTED AND REROUTED FLIGHTS.

1.2.3.1. DIVERSIONS: The Government or the Contractor have 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 and reasonable Contractor diversions agreed to by the Contracting Officer.

1.2.3.2. REROUTE: The Government retains 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.

1.2.3.3. DIVERTED OR REROUTED AIRLIFT: For the diverted or rerouted airlift contemplated by paragraphs above, when requirements generate and if the contractor is directed by the CO 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 CO. The Contractor shall comply with all directions, including those given orally, of the CO concerning diverted or rerouted airlift and in the case of oral directions these will be confirmed in writing by the CO 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 & Aerial Port Control Center (APCC) (618) 229-0350 shall be notified within one hour.

1.2.4. DEFICIT TRAFFIC. The Contractor shall depart each station with the guaranteed ACL. In the event the Contractor cannot transport the full ACL due to Contractor controllable reasons the deficit will be charged from the station where the deficit 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 shall be 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.

1.2.5. INCREMENTAL PASSENGER. 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.

1.3. CARGO SERVICE – The commercial contract representative/loadmaster retains ultimate responsibility for safe cargo loading operations and ensuring cargo is loaded and secured IAW Federal Aviation Regulations (FARs) and/or the 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 cubic capacity shall be removed from the cargo compartment. If applicable, cargo door sill guards must be deployed when on-loading or off-loading cargo.

1.3.3. CARGO MISSIONS ON-LOADING: Not less than ten hours prior to aircraft departure, 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. Eight hours prior to scheduled departure, the contractor's representative or pilot in command shall provide the AMC traffic representative the planned load breakdown (aircraft capability) for each trip. 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.

1.3.3.1. SPECIAL CARGO LOADS: For special cargo loads requiring 48 hour pre-coordination from the air terminal, the contractor representative shall provide the AMC traffic representative with adjusted available pallet positions when additional tie-down reduces aircraft floor space (i.e. pallet positions) 24 hours prior to scheduled aircraft departure (to include additional tie-down/shoring requirements). The AMC traffic representative will advise the contractor of all types of cargo to be shipped not less than ten hours prior to departure and the contractor shall provide the load sequence to the AMC traffic representative not less than eight hours prior to departure.

1.3.4. SAAM/CONTINGENCY CARGO MISSIONS ON-LOADING: Not less than 72 hours prior to aircraft departure, 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. 48 hours prior to scheduled departure, the contractor's representative or pilot in command shall provide the unit POC the planned load breakdown/aircraft capability (to include contour requirements) for each trip.

1.3.5. 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.

1.3.6. 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.

1.3.7. 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 (Section VII of Attachment 4, Commitment, Entitlement and Ordering Procedures), if applicable, will be specified at the task order level.

1.3.8. 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.

1.3.9. 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 an actual fuel on- load as soon as practicable after the planned load breakdown is provided to the government for each mission.

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

1.3.10.1. 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.

1.3.11. 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.

1.3.12. 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. The contractor representative will operate all electrically powered mechanized systems and controls on the aircraft.

1.3.13. 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 CO of its arrangements for movement of cargo to the originally consigned designation. The contractor shall be responsible (at their 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 CO. Paragraph 1.2.4. above applies in determining whether the contractor should be charged a deficit.

1.3.13.1. 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 CO. Any expenses incurred by the contractor in connection with safeguarding cargo off-loaded at the direction of the CO at any commercial field will be reimbursable to the contractor.

1.3.14. SPECIAL CARGO (SIGNATURE SERVICE): The contractor shall provide signature service IAW AMCI 24-101 Volume 11, Cargo and Mail Policy 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 U.S. 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 may 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 outbound crew of the signature service shipments on board the aircraft.

1.3.14.1. 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 CO. Prompt and strict compliance with instructions received pertaining to the security of the material shall be maintained.

1.3.15. 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 A3.10 Hazard Reporting.

1.3.15.1. 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.

1.3.16. HAZARDOUS CARGO: If the DoD manifested cargo leaks or spills while on the aircraft, qualified government personnel, if available, will assist the carrier in cleanup of the aircraft and equipment as required.

1.3.17. AIRCRAFT LIGHTING: Lighting system will sufficiently illuminate all loading compartments of the aircraft ensuring safe conditions for cargo loading and unloading operations IAW FAA requirements.

1.3.18. 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 CO 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 for the carriage of persons as listed in 14 CFR 121.583 in performance of their duties.

1.3.18.1. 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.

1.3.19. 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: 120 ShortTons. [With approval from the CO, the contractor may perform these services by subcontracting to a foreign contractor who is DoD approved pursuant to 32 CFR 861 prior to award. Any CRAF contractor 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.](#)

1.3.20. RESTRICTED AIRFIELDS: Performance may require airlift services not currently available directly from U.S. certificated carriers. Aircraft used for this requirement must be able to fly in foreign restricted areas. With approval from the CO, the contractor may perform these services by subcontracting to a foreign contractor who is DoD approved pursuant to 32 CFR 861 prior to award. Any CRAF contractor 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.

1.3.21. HAND SIGNALS: All commercial carriers must adhere to operating instructions as prescribed in T.O. 36M-1-141, Operator and Operation Instruction Material Handling Equipment System Components of 463L (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. In the event that carriers cannot access a copy of the Technical Order (TO), contact the CO for assistance.

SECTION 2 – SERVICE DELIVERY SUMMARY (SDS)

2. SDS – ACCEPTABILITY:

	ACCEPTABILITY	PWS PARAGRAPH(S)	PERFORMANCE THRESHOLD
1.	Passenger, Cargo and General Operations Discrepancies as outlined in Tables 1, 2 and 3 below	2.6.2.	95% or higher computed on a rolling three-month average for carriers with 20 or more departures for passenger and cargo missions.

2.1. SDS – RELIABILITY:

	SCHEDULE RELIABILITY	PWS PARAGRAPH(S)	PERFORMANCE THRESHOLD
1.	Provide on-time arrival for all missions	2.6.1.	The contractor shall maintain an 80% schedule reliability rate, based on 40 or more segments during a given month.

2.2. SDS – CRAF ACTIVATION:

	DISCREPANCY	PWS PARAGRAPH(S)	PERFORMANCE THRESHOLD
1.	Provide Aircraft within Required Timeframe	App 5, A5.2.10.	100%
2.	Expand Resources as Required to Support 24 hour per day Operations Center	App 5, A5.3.2.	100%

2.3. TABLE 1 – PASSENGER DISCREPANCIES:

	CRITICAL	PWS PARAGRAPH(S)	PERFORMANCE THRESHOLD
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	1.1.10.2., 1.1.10.2.1., 1.1.10.2.2.	No pet incident, injury or death caused by contractor fault.
	MAJOR	PWS PARAGRAPH(S)	PERFORMANCE THRESHOLD
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	1.1.3.3.	No validated discrepancies.
6.	Food Service (Failure to provide all passengers meal service)	1.1.4., 1.1.4.1., 1.1.4.2, 1.1.4.2.1, 1.4.2.2, 1.1.4.3, 1.1.4.4	No validated discrepancies.

7.	Food Service (Failure to use approved PHC sources)	1.1.4.5	No validated discrepancies.
8.	Baggage Off-Load Times	1.1.10.6., 1.1.10.6.1., 1.1.10.6.2., 1.1.10.6.3	No validated discrepancies.
9.	Seat Maps	1.1.2.1	No validated discrepancies.
	MINOR	PWS PARAGRAPH(S)	PERFORMANCE THRESHOLD
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, 1.1.4.2.1, 1.4.2.2, 1.1.4.3, 1.1.4.4	No validated discrepancies.
3.	Settlement of Claims	1.1.10.1., 1.1.10.1.1., 1.1.10.1.2.	No validated discrepancies.
4.	Overhead Bin Blocking	1.1.2.2	No validated discrepancies.
5.	Pillows and Blankets	1.1.3.4	No validated discrepancies.
6.	Hot Towel Service	1.1.3.5	No validated discrepancies.
7.	In-flight entertainment system	1.1.3.6	No validated discrepancies.
8.	Approved crew rest seat covers	1.1.2.2	No validated discrepancies.

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

	CRITICAL	PWS PARAGRAPH(S)	PERFORMANCE THRESHOLD
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.
	MAJOR	PWS PARAGRAPH(S)	PERFORMANCE THRESHOLD
1.	Provide seats and services for Government Sponsored Personnel	1.3.18., 1.3.18.1.	Seats and services are available when requested by the CO 24 hours in advance
2.	Cargo compartment serviceable with no obstructions	1.3.2., 1.3.9.	100%
3.	Provide Aircraft Lighting	1.3.17.	Sufficient to illuminate potential floor tripping hazards, overhead clearance, and cargo loading doors.
4.	Safety Barriers	4.7.	No validated discrepancies.
	MINOR	PWS PARAGRAPH(S)	PERFORMANCE THRESHOLD
1.	Provide tie-down fittings and devices	1.3.10.1.	Available in sufficient quantities when required

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

	CRITICAL	PWS PARAGRAPH(S)	PERFORMANCE THRESHOLD
1.	Failure to obtain approval for extended parking.	5.10., 5.10.1, 5.10.2	No validated discrepancies.
	MAJOR	PWS PARAGRAPH(S)	PERFORMANCE THRESHOLD
1.	All aircraft systems fully operational	1.	No mission impact identified
2.	Air/Ground Crews compliance with safety (adherence to AFIs, Regs, etc.)	1	No validated discrepancies.

2.6. **SCHEDULE RELIABILITY AND ACCEPTABILITY**

2.6.1. **SCHEDULE RELIABILITY:**

2.6.1.1. Schedule reliability will be calculated separately for cargo and passenger performance and for each contractor performing regardless of team association. The contractor's schedule reliability rate shall be based on on-time arrivals on a monthly basis. The reliability percentage will be calculated as follows:

$$\text{Reliability percentage} = \frac{\text{number of segments flown} - \text{number of carrier controllable delays}}{\text{number of segments flown}}$$

2.6.1.1.1. Segments arriving more than thirty (30) minutes after the scheduled arrival time for contractor-controllable reasons will be given one (1) delay. All arrivals, other than the originating station, will count towards carrier's reliability; this includes technical stops for carrier convenience. A contractor-controllable delay of thirty (30) minutes or less will not be counted in the schedule reliability rate.

2.6.1.2. A delay shall be deemed to have occurred at the segment's arrival location if the contractor's aircraft does not arrive within thirty (30) minutes of the scheduled arrival time. The scheduled arrival time shall be as established IAW Section F-2 in the contract. After the occurrence of a primary delay, the remaining segments in a given mission will be reset to account for the primary delay time incurred. If, for carrier controllable reasons, any following segment arrives thirty (30) minutes after the adjusted scheduled arrival time, the carrier will incur an additional delay. Where a follow-on mission with the same aircraft is scheduled to originate within 12 hours of a delayed mission termination, the Contracting Officer will allow a schedule adjustment NOT TO EXCEED 4 hours to the follow-on mission.

2.6.1.2.1. The contractor is required to originate all subsequent AMC missions with that aircraft on schedule, with its 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.

2.6.1.2.3. If a contractor controllable delay causes full or partial mission cancellation, a contractor-controllable delay may be incurred for each segment not flown as determined appropriate by the CO.

2.6.1.3. The contractor shall maintain an 80% (percent) schedule reliability rate as the minimum acceptable standard of performance, based on 40 or more segments during a given month. Where volume is less than 40 segments, reliability will be reviewed on a case-by-case basis.

2.6.1.3.1. Schedule reliability percentages will be rated as follows:

Rating	Reliability Percentage
Exceptional	97% - 100%
Very Good	92% - 96%
Satisfactory	86% - 91%
Marginal	80% - 85%
Unsatisfactory	0% - 79%

2.6.1.3.2. Missions experiencing contractor controllable primary delays will be subject to a reduction (based on the sum of all primary delay times in hours) of the mission's live mile price as follows:

Total Delay Time per Mission	Percent Deduction
<12 hours	0%
12-24 hours	2%
>24-48 hours	6%
48+ hours	10%

2.6.2. ACCEPTABILITY 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 three-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 three-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 contract, clause 52.249-8 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 three-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 1st of the month following the three-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's standard paid ACL reduction will be 2%.

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).

SECTION 3 – GOVERNMENT-FURNISHED PROPERTY AND SERVICES

3. GENERAL INFORMATION: When Government resources or contracted Enroute Support Services (ERS) are available and IAW intra-agency and intra-Government agreements are in place, 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 CO.

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 or struts 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 (includes snow on taxiways/ramps).
- 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 3.9., 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.
- **Pet processing, manifesting, and weighing**
- 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 shoring.
- 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 depositioning 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 deposition 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 CO, 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 Computer Based Training (CBT) at website: <https://Jkodirect.jten.mil> 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.

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 3.9., Concurrent Servicing, below. When available, petroleum products will be furnished to the contractor at the Department of Defense worldwide standard price in effect on the day of delivery. The DLA Energy website provides current information on DoD standard prices (<http://www.dla.mil/Energy/Business/StandardPrices.aspx>). A fuel purchase agreement (FPA) with Defense Logistics Agency Energy is required. Contact DLA Energy at DLAENERGYFPA@dlamail.

3.8.1. CONTRACTOR AUTHORIZATION TO PURCHASE GROUND PETROLEUM PRODUCTS: Contractor is authorized to purchase ground petroleum products at overseas military installations for use in company owned ground vehicles required for performance of this contract. Petroleum products will be furnished to the contractor at the Department of Defense worldwide standard price in effect on the day of delivery. The DLA Energy website provides current information on DoD standard prices (<http://www.dla.mil/Energy/Business/StandardPrices.aspx>). A fuel purchase agreement (FPA) with Defense Logistics Agency Energy is required. Contact DLA Energy at DLAENERGYFPA@dlamail.

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: For passenger aircraft only, a copy of the contractor's aircraft refueling procedures shall be located on the aircraft and made available to the CSS, as required.

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., Transient Alert and Ramp Services, and 3.2., 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 CO 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 CO 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 U.S. 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 CO 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: At the discretion of the Installation Commander, 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 CO or his delegated representative. The contractor will include a written plan coordinated through the local legal, COR & base/installation realty office covering the proper disposal of hazardous waste, utility hook up/disconnect, and disposition of equipment/waste at the end of the contract. The disposition part of the plan will also include the names and phone numbers of any rental equipment providers when the item is stored on the base/installation. In addition, intra-base communications will be provided on a non-reimbursable basis commensurate with the availability of circuits. When provided, the space 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: Secure Telephone Equipment and an associated facsimile machine will be furnished to each carrier possessing a SECRET Facility Clearance and approved for safeguarding at the SECRET Level, as sanctioned by the Defense Security Services. The equipment will be used 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 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

4.0 GENERAL OPERATIONS: Throughout the life of the contract, including any extension described elsewhere, the contractor shall participate in the CRAF program and maintain the minimum aircraft commitment(s) outlined in Attachment 4, Commitment, Entitlement and Ordering Procedures, Section II Aircraft Commitment Requirements. 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.

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.

4.0.1.1. MOBREP TRAINING SEMINARS. The MOBREP and/or member(s) of the TAG shall attend MOBREP training seminars, when offered. The Government will reimburse the Contractor for food, travel, training seminar fee(s), and lodging expenses incurred for up to 2 MOBREPs consistent with the Joint Travel Regulations (JTR). Other costs may be allowed as reimbursable, if determined appropriate and authorized in advance by the CO prior to the Contractor incurring the costs.

4.0.2 CRAF READINESS ASSESSMENT VISIT: HQ AMC/A3B will conduct readiness visits on a 24 month cycle (approximately). The contractor shall provide an agenda detailing the day's activities to A3B personnel listing specific responsibilities by each office being evaluated. The Readiness assessment will include 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. Areas of interest mandated by the current Commercial Charter Airlift Services Contract and the National Industrial Security Program Operating Manual will also be subject to evaluation. The evaluation checklist will be made available to the contractor 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 tcontract award, contractors 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, 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 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 U.S. 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 A5.2.10, Response Time, to be considered to meet the configuration control requirements of this contract.

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 Personnel Security Management Office for Industry (PSMO-I).

4.2.2. FACILITY SECURITY CLEARANCE: 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 (DSS).

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 PSMO-I 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 CO 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 shall appoint a company FSO. The contractor shall establish appropriate safeguards preventing individuals who are not cleared from gaining access to classified information, 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 shall provide the Government with 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) shall 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. Other GFE shall be inventoried on the CRAF Form 1297, *Government Furnished Equipment*, and signed by the FSO. 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 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 off-load baggage to gate for "No Show" passengers unless that baggage has received customs pre-clearance and IAW applicable regulations.

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 U.S. 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 Tier 1 (T-1) background investigation 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 contractor's 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 and company rules.

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 CO. 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 Command and Control (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 AFI 23-101. 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: The contractor shall obtain approval for landing at all military installations accordance with AFI 10-1001. Refer to Appendix 3, paragraph 11 Civil Aircraft Landing Permit for specifics.

4.9.1. For AF installations, Contractors shall request approval from TCAQ-C.

4.9.2. For all other military installations, Contractors shall refer to the reverse of the DD Form 2401 for instructions.

4.9.1. CRAF ALTERNATE LANDING PERMIT: If applicable, the contractor may obtain alternate landing permits for Air Force from HQ USAF/A3, [REDACTED], e-mail address: [REDACTED], Phone: 202-404-7886.

4.9.2. 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.

4.9.3. 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.

4.9.4. FLIGHT PLANS: All Aircraft departing Air Force installations must have a flight plan on file with Airfield Management Operations prior to takeoff.

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 U.S. military facilities should be given first priority. 618 Air Operations Center (AOC) Tanker Airlift Control Center (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 Room 101
Tobyhanna, PA 18466-5102

TELEPHONE: (888) 743-4662
FAX: (570) 895-6106
E-Mail: askdimoc@dma.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 CO, 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 DoD 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 DoD standard prices shall not be more than that quantity which would be needed to deposit to the contractor's nearest home base.

4.13.1. POL FOR ONE-WAY TRIPS: Upon completion of one-way trips, contractors are entitled to purchase sufficient POL at DoD 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 DoD 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 DoD standard price for ferrying from one coast to another when positioning to originate another AMC mission. Fuel at DoD 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 military 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-5 and JP-8 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 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: The contractor shall keep appropriate AMC C2 agencies informed of mission progress or deviations. For all missions (including live and positioning segments), contractor shall report advisory arrival and departure information, along with mission deviations (including frustrated cargo) within 10 minutes of occurrence, as follows:

- Contingency missions: (618) 229-0320
- Channel missions: (618) 229-0350 (APCC)
- 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
 **Full description of the reason for deviation

DEPARTURE

Mission Number
 FAA Aircraft Registration Number
 (Tail Number)
 Station
 Actual Time of Departure (ATD)
 Next Station
 Estimated Time of Arrival (ETA)
 **Full description of the reason for deviation

* If mission is delayed beyond scheduled ETD, report delay cause, and estimated time aircraft will be in commission (ETIC).

**If deviation for cargo related issues (i.e.: cargo not presented IAW load plan, frustrated cargo, cargo damaged), report a summary and likely remediation plan.

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, Contingency Response Group (CRG), Air Mobility Liaison Officer (AMLO), 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. Only under cases of an extreme emergency or out of regular business hours will guidance be provided by the Operations Center if relevant to mission accomplishment.

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-C 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) per paragraph 5.2.3. 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).

5.2.10. 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 CO 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 CO 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 paragraph 1.2.4. above.

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 CO. Contractor may use the sample intercompany route support found at Appendix 3B when requesting CO 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 5.3.1. Intracompany Route Support and 5.3.2. 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 Task Order (TO) 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 the DTR (eligibility, passenger screening, actual weights, Emergency Point of Contact (EPC) data, capability of collecting Fees (Head Tax/FIS), and capable of sending manifest information to down line stations and Customs and Boarder Protection (CBP) for all passport holders entering the U.S.. The contractor shall notify the 618 AOC (TACC) Duty Officer of any anticipated over flight prior to departure from the previous station at (618)229-0320 for contingency missions; (618) 229-0350 for channel mission and (618) 229-0323 for SAAM and exercise missions. 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 CO and Deficit Traffic may be charged in accordance with paragraph 1.2.4. above.

5.5.1. EXCESS ACL: The use of excess GACL for either passenger or cargo must be authorized by the CO in advance. The Government may utilize excess GACL as follows:

5.5.2. CO 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 and other certificated weights of the aircraft. The Government is not entitled to transport excess ACL if the contractor would be required to make an otherwise non-scheduled 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 CO 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.

5.7. AUTHORITY TO LEAVE UNSAFE AIRCRAFT: According to Section 2640, Chapter 157, 10 U.S. 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. 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 U.S. 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 U.S., 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 re-spotting 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 submitted directly to the airfield manager.
- (2) The local airfield manager's office or base operations will advise the contractor whether the request has been approved, or disapproved prior to the arrival of aircraft.

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:

Planning Ground Times (Cargo Aircraft)					
Aircraft Type	Originating	Terminating Stations	Enroute Stations	Turn-around Station	Exception L-100
Narrow-Body	2+00	2+00	2+00	2+30	1+00
Wide-Body	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.					

Planning Ground Times (Passenger Aircraft)				
Contracted ACL	Originating	Terminating Missions	Enroute Missions	Turn-around Missions
250 or less	2+00	2+00	N/A	N/A
251 or more	3+00	3+00	N/A	N/A
170 or less (small aircraft)	N/A	N/A	1+30	2+00
171 – 260 (medium aircraft)	N/A	N/A	2+00	3+00
261 or more (large aircraft)	N/A	N/A	3+00	3+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: 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, APCC, 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-C. 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-C 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.

SECTION 6 – SPECIFIC INFORMATION – DOMESTIC ACTIVATION

6. DOMESTIC OPERATIONAL REQUIREMENTS:

6.1. TRANSPORT REQUIREMENT: Except as specifically provided in paragraph 6.9, "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 CO.

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, 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, aircraft manufacturers' limitations, and the Contractor's FAA approved Operating 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 specified in AMC Pamphlet 24-2 Volume 1, Table 7.2 and DTR Part III, Appendix V, Figure V-21, para 4.d.(2): Boots: 5 pounds; Helmet: 5 pounds; Uniform: 5 pounds; Lightweight Load-carrying Equipment (MOLLE)/Web Gear: 12 pounds; Weapon M-4: 10 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 lower deck containers and 463L pallets and loose loaded baggage (including piece count and weights for each piece) 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 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

6.7.1 HUMAN REMAINS NOTIFICATION: When the aircraft is carrying human remains, the Contractor shall provide notification to the Command Posts 3 hours prior to arrival.

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 CO, 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 above, when requirements generate and if the contractor is directed by the CO 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 CO. The Contractor shall comply with all directions, including those given orally, of the CO concerning diverted or rerouted airlift and in the case of oral directions these will be confirmed in writing by the CO 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 & Aerial Port Control Center (APCC) (618) 229-0350 shall be notified within one hour.

6.9. ROUTE SUPPORT:

6.9.1. ROUTE SUPPORT ITEMS AND PERSONNEL: The contractor shall notify the CO at least 24 hours prior to departure where support items or personnel are required for performance of this contract. With CO 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 CO prior to making any schedule changes requested by the field units. A modification will be executed by the CO 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 CO will provide verbal notification to the Contractor and there will be no change in the contract price. The CO may negotiate increases/decreases greater than +/- ten (10) percent. Those negotiated changes will result in contract modification.

6.14. DELAYS and DEVIATIONS:

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. For Contingency, SAAM, or Exercise missions, the contractor shall contact the 618th AOC at (618) 229-0321 or (800) 247-6625, ext. 229-0321 and for Channel missions, contact APCC (618) 229-0350. When requested, the contractor shall provide information regarding the delay and corrective actions being taken.

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 CO. 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 CO. 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 EMPTY POSITIONING SEGMENTS:

Under provisions of this contract only those Government personnel traveling for contract administration purposes are authorized transportation on the empty positioning segments of AMC CRAF flights.

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.

Adjusted Schedule Arrival Time – The original schedule arrival time plus the cumulative delay of any previous mission group

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 - U.S. military personnel, U.S. 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.

Channel Airlift (previously referred to as Category B) - Provides regularly scheduled airlift for movement of sustainment cargo and passengers, depending upon volume of workload, between designated aerial ports of embarkation and aerial ports 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 CO. The CA assists in the management of assigned contracts acting within specific authority as delegated by the CO.

Contracting Officer (CO) – A person who can bind the Federal Government of the United States to a contract which is limited to the scope of authority delegated to the CO by the head of the agency. USTRANSCOM/TCAQ-C is the contracting office for this contract.

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-Domestic.

CRAF Stage – A portion of CRAF that may be activated for use in meeting JCS airlift requirements in support of U.S. military involvement in worldwide contingencies.

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.

Emotional Support Animal – Animal (dog and cat only) shown by documentation to be necessary for the emotional well-being of a passenger.

Executive Order – An order originating from the Executive Branch of the U.S. 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).

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 U.S. 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.

Mission Essential Passenger – Space Required Passengers on funded mission essential travel in Transportation Priority 1 (i.e. Emergency, Emergency Leave) and Transportation Priority 2 (i.e. meeting an urgent deadline, going to TDY location).

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, U.S. Terminal Procedures, Airfield Diagrams, Flight Information Handbook, General Planning Book, Area Planning Books, and DoD 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 U.S. 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 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 CO 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.

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.

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 its 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.

Service Animal - Animal (dog and cat only) that is individually trained and able to provide assistance to a qualified person with a disability.

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 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 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.

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.

Vectoring – A change from the contracted route due to specific military conditions in the mission operating environment which requires a deviation from the contracted route.

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 Air Operations Center (Tanker Airlift Control Center)
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
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
DFAS	Defense Finance and Accounting Service
PSMO-I	Personnel Security Management Office

DISO	Defense Industrial Security Officer
DLA	Defense Logistics Agency
DLA Energy	Defense Logistics Agency Energy
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
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
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-T	Operating Location T located at Yokota AB Japan
OPSEC	Operations Security
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
SDS	Service Delivery Summary
SIF	Selective Identification Feature
SPINS	Special Instructions
SPR	Single Point Refueling
SSAN	Social Security Account Number
T-1	Tier 1 Public Trust Background Investigation
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
U.S.	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
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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/>
 Marine Publications: <http://www.marines.mil/News/Publications/ELECTRONICLIBRARY.aspx>
 DFAS Publications: www.dfas.mil
 DoDEA Publications: http://www.dodea.edu/regs/regs_num.htm
 DOD Issuances: <http://www.dtic.mil/whs/directives/>
 DLA Energy Publications: <http://www.dla.mil/Energy/About/Library/PoliciesAndProcedures.aspx>
 Joint Travel Regulation <http://www.defensetravel.dod.mil/> **NOTE:** Contractors shall refer to the most recent regulations/publications. For assistance, please contact the CO.

The following publications are incorporated by reference:

Directive	Title
AFH 41-210	Reserve Healthcare Eligibility Matrix Table A25.1
AFI 10-245	Antiterrorism (AT)
AFI 10-1001	Civil Aircraft Landing Permits
AFI 21-101	Aircraft and Equipment Maintenance Management
AFI 21-101, AMC Suppl1	Aerospace Equipment Maintenance Management,
*AFI 31-101	Integrated Defense(For Official Use Only) Chapter 97 - Entry and Circulation Control Procedures for Restricted and Controlled Areas, paragraph 7.2.
AFI 31-401	Information Security Program Management
AFI 23-101	Air Force Material Management
AFMAN 24-204 IP	Preparing Hazardous Materials for Military Air Shipments
AFI 91-203	Combustible material Chapters 5
AMCI 10-402	Civil Reserve Air Fleet (CRAF)
*AMC PAM 10-260	Civil Reserve Air Fleet (CRAF) Aircrew Chemical-Biological, Warfare Defense Procedures
DoDI 3020.41	Operational Contract Support (OCS)
DoD 4500.9-R	Defense Transportation Regulation, Part III (DTR)
DoD 4500.53	DoD Commercial Air Transportation Quality and Safety Review Program
DoD 4500.54-E	DoD Foreign Clearance Program
AMC PAM 24-2 (V1)	Civil Reserve Air Fleet Load Planning
DoD 5200.2-R	Personnel Security Program
DoD 5220.22-M	National Industrial Security Program Operating Manual
CFC FRAGO 09-1038	Contracting Officer's Guide to Specific Contract requirements for Iraq/Afghanistan Theater Business Clearance
DoD PGI 225.74	Defense Contractors Outside the United States
AR 95-2	Airspace, Airfields/Heliports, Flight Activities, Air Traffic Control, and Navigational Aids
DFAS-IN 37-1	Finance and Accounting Policy Implementation
DoDEA Regulation 1342.13	Eligibility Requirements for Education of Elementary and Secondary School- Age Dependents in Overseas Areas
*NORAD Instruction 10- 41(S)	Wartime Safe Passage of Friendly Military Aircraft
DESC Policy # I-3	Defense Energy Support Fuel Purchase Agreement Procedures

DLA Energy P-31	Cash Sales Procedures for Defense Working Capital Fund (DWCF) Owned Fuel
JTR	Joint Travel Regulations (JTR) Department of Defense (DoD),
*TO 00-25-172	Ground Servicing of Aircraft and Static Grounding/Bonding with Change 13
*TO 00-25-172 CL-1	Checklist -- Concurrent Fuel Servicing of Commercial Contract Cargo and Passenger Aircraft with Change 12
*TO 00-25-172 CL-2	Checklist -- Concurrent Servicing of Commercial Contract Cargo Aircraft Logair and Quicktrans with Change 1
*T.O. 36M-1-141	Operating Instruction 463L Material Handling Equipment System

Forms:

Form Number	Title
AF 310	Document Receipt and Destruction Certificate
AF 4080	Load/Sequence Breakdown Worksheet
AMC 140	Space Available Travel Request
AF 1305	Receipt for Transfer of Cash and Vouchers
DD 139	Pay Adjustment Authorization
DD 254	DoD Contract Security Classification Specification
DD 1907	Signature and Tally Record
DD 2400	Civil Aircraft Certificate of Insurance
DD 2401	Civil Aircraft Landing Permit
DD 2402	Civil Aircraft Hold Harmless Agreement
SF 153	COMSEC Material Report
CRAF Form 1297	Government Furnished Equipment

APPENDIX 3 – DELIVERABLES

A3.1. GENERAL: The following Deliverables are required in the performance of this PWS.

A3.2. LIST OF AIRCRAFT: The Contractor shall submit any and all changes to their Appendix 3A to USTRANSCOM/TCAQ-C throughout performance of this contract for CO approval. Contractors may only offer additional aircraft as replacements for aircraft removed from the CRAF fleet, either their own aircraft or a team member's aircraft, after contracts have been awarded, but prior to the next entitlement interval. 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 Appendix 3A, List of Aircraft. All aircraft listed on the Appendix 3A shall be of United States registry, suitable for CRAF allocation and subject to the Contractor's control at all times. The aircraft listed on Appendix 3A must be exclusive of those the Contractor has committed to other contracts for air transportation that overlap the effective dates of this contract. Outside contracts to which an aircraft has been committed must document precedence of the CRAF contract and be made available upon request to the Contracting Officer. In addition to the updated list of aircraft the following documents are also required:

- a. Mode S EHS Exemption certificates, (if applicable);
- b. Updated Statement of Lease Conformance (if applicable) and
- c. 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 CO. 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.

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 A3.3.0.1.1.), 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 A3.3.0.1.1.) 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 shall immediately establish contact with the Military Service Casualty Office 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 Military Service Office.

U.S. Army Casualty Affairs Office:	(800) 626-3317 Preferred / (800) 325-4988 Alternate
U.S. Air Force Casualty Affairs Office:	(800) 433-0048
U.S. Marine Corps Casualty Affairs Office:	(800) 847-1597
U.S. Navy Casualty Affairs Office:	(800) 368-3202 Duty Hours / (901) 634-9279 After Hours

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 A3.3. 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, or Coast Guard-USCG. The following is a list of phone numbers for service casualty offices:

U.S. Army: (800) 325-4988

U.S. Air Force: (800) 433-0048

U.S. Marine Corps: (800) 847-1597

U.S. 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) 229-7876) or Emergency Action Cell (fax no. (618) 229-0153).

A3.7. APPENDIX 3B REPORT PROCEDURES:

A3.7.1. MILEAGE REPORT: Contractors shall use PWS Appendix 3B for reporting monthly mileage statistics for round trip (S1) and one way (S2) missions, respectively. The Microsoft (MS) Excel report format will be provided electronically to each contractor. Within the Excel document, the instructions for completing each report can be found on the first tab labeled "Instructions." Contractors shall submit monthly round trip and one-way trip mileage and associated financial data to USTRANSCOM/TCAQ-C via email to its assigned Contracting Officer. Reporting period shall include the first day through the last day of each month and shall be submitted within 90 days after the end of the reporting period. Completed Mileage Reports and completed Monthly Fuel Reports (A3.7.2. below) shall be submitted together. Negative reports are required when no flying was performed.

A3.7.2. MONTHLY FUEL REPORT: Contractors shall use PWS Appendix 3B for reporting Monthly Fuel utilization. The Microsoft (MS) Excel report format will be provided electronically to each contractor. Within the Excel document, the instructions for completing each report can be found on the first tab labeled "Instructions." Contractors shall submit Monthly Fuel Reports to USTRANSCOM/TCAQ-C via email to its assigned Contracting Officer. Reporting period shall include the first day through the last day of each month, and the report shall be submitted no later than 90 days after the end of the month. Monthly Fuel Reports shall be submitted at the same time as the Monthly Mileage Reports addressed in paragraph A3.7. 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.

A3.7.2.1. Appendix 3B-Section 3 – Fuel Summary calculations. The contractor shall track and record the net fuel gallons and net fuel cost (commercial and military) used to perform the total fuel miles reported for the month. The contractor shall determine the net gallons of fuel used by summing the fuel purchased throughout the mission legs, and adding the difference between the gallons on-board the aircraft at the start of the mission and of the gallons on-board the aircraft at the end of the mission. The intent of this section is to accurately capture the fuel amount in gallons and cost attributable to the performance of the reported total miles flown in USTRANSCOM service. The contractor shall account for fuel and the costs associated with fuel using a First-In First-Out (FIFO) inventory method.

EXAMPLE (by mission):

	<u>Amount (Gal)</u>	<u>Cost (\$)</u>
Fuel on-board at Mission start/origin (or Ferry origin):	6,000 gallons	@\$3.50/gal \$21,000
ADD: Fuel purchased/loaded during mission at ICAO #1:	(+) 10,000 gallons	@\$3.10/gal \$31,000
ADD: Fuel purchased/loaded during mission at ICAO #2:	(+) 12,000 gallons	@\$3.40/gal \$40,800
LESS: Fuel remaining after mission completion:	(-) 7,500 gallons	@\$3.40/gal (\$25,500)
Total Fuel Used for Mission:	20,500 gallons	\$67,300

- Total Commercial Fuel – The contractor shall report the total commercial fuel in gallons and total commercial fuel cost. By dividing the total cost by total gallons, the contractor shall report the average cost of commercial fuel per gallon.

- Total Military Fuel – The contractor shall report the total military fuel in gallons and the total military fuel cost. By dividing the total cost by total gallons, the contractor shall report the average cost of military fuel per gallon.
- Total Fuel Purchased – The contractor shall sum the reported gallons and cost for both the commercial and military fuel and derive an average cost of fuel per gallon using the aggregate data.

A3.7.2.2. REPORT REVIEW. The Appendix 3B, Monthly Fuel Summary, 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 CO 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 emailed to the contractor. Contractors will either submit an invoice into IRAPT (formerly WAWF) for the adjustment or receive a demand letter for overpayment. 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.

A3.8. FUEL PURCHASE AGREEMENTS (FPA): Carriers are required to adhere to the terms and condition of the DLA-Energy FPA. If carriers fail to pay fuel debts owed to DLA-Energy, in accordance with the terms of the DLA-E FPA, 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-Energy debt within 24 hours of missing a payment.

A3.9. 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 U.S. registration; or
- (4) Otherwise unable to satisfy its CRAF commitment (e.g. seizure by a foreign Government, loss of operating certificate).

A3.10. 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 shall 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 1.3.15., Transporting Hazardous Cargo.

A3.11. 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 U.S. 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 and Senior Intelligence Duty Officer (SIDO) at 618-229-4781 or 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 (CO). See Appendix 3E for Commercial Air Crew Debrief checklist.

A3.12. CIVIL AIRCRAFT LANDING PERMIT: Prior to contract award, the 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 4.9. Civil Aircraft Landing Permit. 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.

A3.13. PASSENGER CARE CONTINGENCY PLAN: All contractors receiving fixed channel awards for passenger airlift services shall submit 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 to the CO 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 CO 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 Directorate, the contractor is required to submit written contingency plans for all associated stops to the CO.

A3.14. ACCOUNTABILITY OF GOVERNMENT FURNISHED EQUIPMENT:

A3.14.1. COMSEC Material Report (SF 153): Government provided Secure Voice Equipment shall be inventoried on an annual basis. The FSO shall 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 shall 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.

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.

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 CO 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 Template at Appendix 3F.)

*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.

***Percent of Total Commission: $\text{Total Commissions Received} / \text{Total} = 100\%$

A3.16. 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 is any pertaining to the leasing of any aircraft listed in Appendix 3A.

A3.17. REQUEST FOR REIMBURSEMENT:

A3.17.1. Requests for reimbursement under the contract's reimbursable CLINS shall be rounded to the nearest whole dollar and submitted to the Contracting Officer for review and approval as instructed below. All requests shall be direct costs excluding any indirect charges such as G&A and profit.

- a. Transportation Tax; Head Tax; Custom Charges shall 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, when approved by the CO, will be paid on completed cargo missions when departure is delayed over 3 hours beyond scheduled block time and the delay is Government controllable. Approval of requests will be based on the Government's validation of the actual mission details submitted by the Contractor and circumstances as documented in GDSS and COR reports. **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.** 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.
- 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. Fuel adjustments will be submitted and approved in accordance with Attachment 1, PWS, Appendix 3, paragraph A3.7 and Contract Section I.6. *Economic Price Adjustment Based on Actual Cost of Fuel – Airlift.*
- e. In the event of (1) Domestic CRAF Activation or (2) a canceled Domestic CRAF activation 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. Certification showing positioning and depositioning distances and locations shall accompany the Contractor's invoices.

A3.18. COST OR PRICING DATA

A3.18.1. Contractors are required to submit data other than certified cost or pricing data information necessary to establish and negotiate the uniform rate. Contractors are required to submit data other than certified cost and pricing data NLT 60 days after requested by USTRANSCOM/TCAQ-P. Contractors are required to submit complete copies of leases when requested by TCAQ-P. Refer to the current Ratemaking MOU, to obtain the threshold for the requirement to submit data other than certified cost and pricing data for ratemaking under this contract.

A3.18.2. Requirements for submission of data other than certified cost and pricing data are addressed in FAR 15.403-3, entitled "Requiring Data Other Than Certified Cost or Pricing Data." Failure to provide accurate data other than certified 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 data other than certified cost and pricing data by the final cutoff dates for inclusion in the uniform rate, as established by USTRANSCOM, may result in ineligibility for award of a contract.

A3.18.3. Contractors may be required to submit cost and pricing data in support of CLINS other than those priced at the USTRANSCOM Uniform Negotiated Rate.

PWS APPENDICES – TEMPLATES

******TO BE PROVIDED AS SEPARATE FILES******

APPENDIX 3A	LIST OF AIRCRAFT
APPENDIX 3B	MONTHLY FUEL/MILEAGE REPORT SUMMARY (includes 3B-1 and 3B-2)
APPENDIX 3C	INTERCOMPANY ROUTE SUPPORT REQUEST AND AUTHORIZATION
APPENDIX 3D	REVENUE ROUTE SUPPORT AND AUTHORIZATION
APPENDIX 3E	COMMERCIAL AIR CREW DEBRIEF CHECKLIST SPOTLIGHTING AND HOSTILE EVENT REPORT
APPENDIX 3F	TEAM COMMISSIONS REPORT
APPENDIX 3G	NIST SP 800-171-PLAN OF ACTION TEMPLATE

APPENDIX 4 – AIRCRAFT CLEARANCE AND STATUS OF FORCES AGREEMENT (SOFA) GUIDANCE

A4.1. DIRECTIVES: 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 U.S. diplomatic channels for approval, this fact, along with the procedures to be followed, will be noted in the DoD Foreign Clearance Guide (FCG), <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 U.S. diplomatic channels and shall consult the DoD Foreign Clearance Guide for specific U.S. Embassy 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/A10-S by e-mail at usaf.fcg@mail.mil or by calling (703) 614-0130.

A4.2. GENERAL: U.S.-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 U.S. Government. The normal practice of the U.S. 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 U.S. 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 A4.3.2., 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: 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 DoD Commercial Contact Aircraft Appendix, linked within the FCG website, and/or use commercial and civil aviation authority avenues to obtain the necessary clearances. Contractors should not request clearances through via the U.S. diplomatic channels unless specified in the 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/A10-S by e-mail at usaf.fcg@mail.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.

A4.6. 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

A4.6.1. 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.

A4.7. CLEARANCE PROBLEMS: Contractors shall 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 shall attempt to resolve the matter directly with the appropriate U.S. Embassy approving office, normally the U.S. Defense Attaché Office (USDAO).

A4.8 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 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>

(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.

(l) 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 II, 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.

(m) 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.

(n) 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, area (i.e. "off-limits), prostitution and human trafficking and curfew restrictions.

(o) 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.

(p) 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.

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

A4.9 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.

A4.10 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 A4.10(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.

A4.11 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 I(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.

A4.11 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).

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. INSURANCE AND INDEMNIFICATION: 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 commercial insurance obtained by the contractor to cover the contractor's operations; non-premium insurance issued by the FAA under Chapter 443 of title 49, U.S. Code, to cover the contractor's operations; and/or, indemnification pursuant to the provisions of Public Law (PL) 85-804 and Executive Order 10789, as amended, that cover the contractor's operations.

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. Upon aircraft call up, the aircraft as committed under this contract and requested by the Government shall be positioned at the location(s) directed by the Government. 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 A5.2.10, 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 12 hours for the duration of the call up or for a specified minimum number of days, whichever is longer. This specified minimum call-up duration for a Stage I activation is 11 days and for a Stage II or III activation the minimum duration is 15 days. Only aircraft called up are guaranteed minimum utilization. USTRANSCOM will give at least 11 days' notice of release of a Stage I segment, section, element or aircraft deactivation and at least 15 days' notice of release of a Stage II or III segment, section, element or aircraft deactivation. Negotiation of compensation for under-utilization shall be in accordance with the procedures outlined below 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.

A5.2.7.1. The Contractor shall provide documentation supporting its request for compensation due to underutilization. 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 underutilization 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.

A5.2.7.2. The equation for computing compensation for underutilization is: (Guaranteed Hours - actual hours) x 500 mph x Aircraft Cabin Load (ACL) x live mile rate (See 3. below) = 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 12 hours (or pro-rata portion thereof) for each day (or pro-rata portion thereof) 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 160 flight hours for the 15 day activation period including 10 commercial hours.
- (iii) Guaranteed utilization = 180 hours (15 days x 12 hours/day)
- (iv) Actual utilization = 160 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.

A5.2.7.3. 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. It shall be presumed prices are computed in accordance with the Rates and Rules incorporated by reference for International Long - and Short-Range Commercial Augmentation and applied to the mileage set forth in Commercial Operations Integrated System (COINS) for the shortest route over which the aircraft operated, constitutes equitable prices for such services. For the purpose of circumnavigating countries which will not grant over flight clearances, peacetime and wartime missions which operate the segments listed in H-13 of the contract,

will be paid according to the special miles listed therein instead of the mileage calculated by COINS. Consideration will be given to evidence presented by the Contractor for aircraft called up under CRAF activation which reflects reasonable incurred costs outside the peacetime rate. 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.

A5.2.7.4. 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.

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, 48 hours for aircraft call up for Stage II, and 72 hours for aircraft call up for Stage 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-hour and 72-hour response to Stage II and III, respectively, 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 and nets 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 resources, to perform airlift services as required by the Government.
- ☐ Availability, upon 72-hour notice, of those aircraft identified as 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 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, exclusive of those with Reserve or National Guard commitments, and material to enable at least 12 hours per day utilization of each aircraft assigned to the CRAF program. During CRAF activation, flight deck crewmembers must be U.S. 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 CO, 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 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 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 U.S. 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 in writing with time and tail numbers of aircraft called up.

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 A5.5.5.2., 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 U.S. 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 U.S. 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 U.S. 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 U.S. Government.

A5.6.4.4 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.

A5.6.4.5. PROVISIONAL PAYMENT OF EQUITABLE ADJUSTMENTS DURING ACTIVATION: 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 CO 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 CO but under no circumstances will payment be approved for any costs that the CO 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 U.S. Treasury rate in accordance with FAR 32.608-1.

A5.7. DOMESTIC CRAF ACTIVATION:

A5.7.1. DOMESTIC ACTIVATION CLINS: Airlift services during Domestic Activation will be awarded based on the rates identified in applicable Section B CLIN, for performance of specific CRAF missions as they occur. All services will be ordered by delivery orders in accordance with Attachment 4, Commitment, Entitlement and Ordering Procedures.

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 - CYBER SECURITY

A6. CYBER SECURITY

A6.1. General Cyber Security Requirements

A6.1.1. Handling and Protection of Non-Public Information

In performance of this contract, the contractor may have access to DoD Transactional Information (DTI), which for the purposes of this section shall mean any information developed or received in the course of planning, ordering, shipping, tracking, and invoicing in support of the requirements of this contract. To adequately protect this DTI, contractor information systems (IS) involved in the performance of this contract shall comply with the security requirements in the current version of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information (CUI) in Nonfederal Information Systems and Organizations." Compliance with NIST SP 800-171 measures is required at the prime contractor level and does not apply to subcontractors and other entities that the prime contractor engages with in order to meet the requirements of this contract.

Additionally, the contractor agrees to use such information only for the purposes of fulfilling the contracted requirements and to protect such information from unauthorized release or disclosure. Protection of the DTI does not abrogate any responsibilities of the contractor to comply with or implement additional cyber security requirements as part of generally accepted system security principles or as required by other categories of information that may be co-resident with the DTI on the contractor's IS.

A6.1.2. Operationally Critical Support

The services designated under this contract are "operationally critical support" as defined in DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting.

A6.1.3. Cyber Security Assessments and Mitigation Plans

The contractor shall provide a Self-Assessment of its compliance with NIST SP 800-171 and present a Plan of Action that identifies any deviations, non-compliance, or proposed alternative means of compliance as well as plans for correcting non-compliant requirements to the contracting officer within 60 days of contract award and then annually thereafter. The Self-Assessment and Plan of Action shall address all of the requirements in NIST SP 800-171. The table in PWS Appendix A6.2 provides modified requirements of CUI/Covered Defense Information (CDI) specific controls from NIST SP 800-171 that will be used to evaluate compliance in a non-CUI/CDI environment. Additionally, at any time during the period of performance, when a contractor determines it is non-compliant with a NIST SP 800-171 requirement or an approved alternate means of compliance resulting in a High or Moderate Potential Impact as defined in Federal Information Processing Standards Publication (FIPS PUB) 199, "Standards for Security Categorization of Federal Information and Information Systems," the contractor shall submit a Plan of Action within 15 days of the determination of non-compliance.

Plans of Action and any requests to vary from NIST SP 800-171 shall be submitted to the contracting officer for consideration and approval by USTRANSCOM. The Contractor need not implement any security requirement determined by USTRANSCOM to be non-applicable or to have an equally effective alternative security measure implemented in its place. The Plan of Action shall follow the template provided in PWS Appendix 3G. Alternate formats for the Plan of Action may be proposed and must be approved by USTRANSCOM.

USTRANSCOM may conduct an on-site visit to a contractor's facility or request a third party assessment (U.S. Government agency or U.S. Government funded commercial entity) to review progress towards meeting their Plan of Action, evaluate any proposed variances to NIST SP 800-171 requirements, and to assess residual risk to the DTI resulting from the non-compliance. Date and time of on-site visits will be mutually agreed-upon by USTRANSCOM and the contractor in advance.

A6.1.4. Cyber Incident Reporting

When the contractor discovers a cyber incident, as defined in DFARS Clause 252.204-7012, that affects the contractor's ability to perform the operationally critical support as identified in the contract, the contractor shall, as soon as practicable, but no later than 72 hours after discovering the incident, notify the USTRANSCOM Deployment and Distribution Operations Center (DDOC) Chief at 618-220-7700. If the contractor does not immediately reach the DDOC Chief via phone, the contractor shall send a notification email to transcom.scott.tcj3.mbx.ddoc-chief@mail.mil. The contractor shall provide an initial description of the incident that will include the information known at the time of the notification and shall provide a company POC who shall work with USTRANSCOM DDOC through the resolution of the incident.

The contractor shall also report the incident as outlined in DFARS 252.204-7012.

USTRANSCOM may conduct an on-site review to assist the contractor in evaluating the extent of the incident and to share information in an effort to minimize the impact to both parties. Date and time of on-site visits will be mutually agreed-upon by USTRANSCOM and the contractor in advance.

A6.2. Modified NIST SP 800-171 Requirements.

Req #	NIST SP 800-171 Requirement	USTRANSCOM Modified Requirement
3.1.3	Control the flow of CUI in accordance with approved authorizations.	Limit the flow of DoD information to organizations or individuals necessary for the performance of the operationally critical requirements of this contract.
3.1.9	Provide privacy and security notices consistent with applicable CUI rules.	Provide privacy and security notices consistent with U.S. Government and/or local governmental regulations.
3.1.19	Encrypt CUI on mobile devices and mobile computing platforms.	Provide adequate technical protections on mobile devices and computing platforms that process and/or store contractual information.
3.1.22	Control CUI posted or processed on publicly accessible systems.	Control DoD information posted or processed on publically accessible systems.
3.7.3	Ensure equipment removed for off-site maintenance is sanitized of any CUI.	Ensure equipment removed for off-site maintenance is sanitized of DoD information.
3.8.1	Protect (i.e., physically control and securely store) system media containing CUI, both paper and digital.	Protect (i.e., physically control and securely store) system media containing DoD information, both paper and digital.
3.8.2	Limit access to CUI on system media to authorized users.	Limit access to DoD information on system media to authorized users.
3.8.3	Sanitize or destroy system media containing CUI before disposal or release for reuse.	Sanitize or destroy system media containing DoD information before disposal or release for reuse.
3.8.4	Mark media with necessary CUI markings and distribution limitations.	Mark media with privacy and security notices consistent with U.S. Government and/or local government regulations.
3.8.5	Control access to media containing CUI and maintain accountability for media during transport outside of controlled areas.	Control access to and maintain accountability for media containing DoD information.
3.8.9	Protect the confidentiality of backup CUI at storage locations.	Provide information backup procedures (frequency, timeframe for storage, etc.) for DoD data located on contractor systems. Protect

		the confidentiality of backup materials containing DoD information.
3.9.1	Screen individuals prior to authorizing access to organizational systems containing CUI.	Screen individuals prior to authorizing access to organizational systems containing DoD information.
3.9.2	Ensure that CUI and organizational systems containing CUI are protected during and after personnel actions such as terminations and transfers.	Ensure that DoD information and organizational systems containing DoD information are protected during and after personnel actions such as terminations and transfers.
3.10.6	Enforce safeguarding measures for CUI at alternate work sites (e.g., telework sites).	Enforce safeguarding measures for DoD Information at alternate work sites (e.g., telework sites).
3.11.1	Periodically assess the risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals, resulting from the operation of organizational systems and the associated processing, storage, or transmission of CUI.	Periodically assess the risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals, resulting from the operation of organizational systems and the associated processing, storage, or transmission of DoD information.
3.13.8	Implement cryptographic mechanisms to prevent unauthorized disclosure of CUI during transmission unless otherwise protected by alternative physical safeguards.	Implement cryptographic mechanisms to prevent unauthorized disclosure of DoD information during transmission when possible unless otherwise protected by alternate physical safeguards.
3.13.11	Employ FIPS-validated cryptography when used to protect the confidentiality of CUI.	Employ FIPS-validated cryptography when used to protect the confidentiality of DoD information within the organization's systems and when possible when transmitting to external entities.
3.13.16	Protect the confidentiality of CUI at rest.	Protect the confidentiality of DoD information at rest.

APPENDIX 7 – FOREIGN ENTITY VETTING

A7. Subcontractor Suitability. Contractors shall submit a semi-annual report to the contracting officer for each first tier foreign transportation service provider, operating as a separate legal entity, contracting directly with contractor or its commonly owned legal affiliate which has employees who may have physical contact with Government shipments in the ordinary course of contract performance. First tier foreign transportation service providers within scope include, but are not limited to: direct air carriers, indirect air carriers, customs brokers, ramp personnel, ground handling services, and trucking companies. The initial report is due 30 calendar days after contract award and every 6 months thereafter on 31 March and 30 September.

A7.1. The report shall include the following information:

A7.1.1. Legal Company Name (in native language if known)

A7.1.2. Complete Address including Country

A7.1.3. Name, phone number and e-mail address of at least one point of contact at the company

A7.2. The report shall include the following information if it is commercially available in the Contractor's system:

A7.2.1. Any Previous or Alternate Company Names

A7.2.2. Fax number

A7.2.3. Website URL

A7.2.4. International Civil Aviation Organization (ICAO) or equivalent designator

A7.2.5. Owner(s)/Director(s) name(s) and e-mail address(es)

A7.2.6. Manager(s) name(s) and e-mail address(es)

A7.3. For all first tier foreign air carriers that fall within the scope of the reporting requirement, contractor shall provide a copy of the Air Operating Certificate.

A7.4. Contractor is not required to limit reporting solely to subcontractors used for services under the contract, but rather, may provide a complete list of subcontractors within scope in contractor's network. Additionally, the contractor shall be held to a collection and reporting standard measured by customary commercial practices; the Government acknowledges that this is a cooperative effort.

A7.5. The contractor is responsible for appropriately marking sensitive information as proprietary/trade secret. The Government will handle proprietary/trade secret information within the applicable statutes, rules, and regulations regarding the handling and release of such information.

A7.6. Prior to contract performance and periodically throughout performance, the contracting officer shall make available to the contractor the name of active or potential subcontractors determined to be unsuitable. The contractor shall not allow named entities to perform any role in performance under this contract. If the contractor chooses to terminate the unsuitable subcontractor, the Government shall not be liable for any costs incurred by the contractor in establishing or terminating use of the unsuitable subcontractor. The contractor may choose not to terminate the unsuitable subcontractor for use on its commercial contracts.

A7.7. An unsuitable determination does not preclude the contractor from nominating an unsuitable entity for reconsideration during the contract performance period. The contractor is encouraged to provide the contracting officer additional information that may affect the subcontractor's suitability. Any entity listed

in the U.S. Government Consolidated Screening List (http://export.gov/ecr/eg_main_023148.asp) or otherwise prohibited per FAR Subpart 25.7, Prohibited Sources, will not be reconsidered.