

PERFORMANCE WORK STATEMENT (PWS)

FOR

CENTCOM THEATER EXPRESS PROGRAM

AIR CARGO TRANSPORTATION SERVICES

29 December 2011

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## 1. Description of Services

1.1. Scope of Contract. The contractor shall provide all personnel, training, supervision, equipment, Prior Permission Requests (PPRs), Diplomatic Clearances (DIPS), and customs clearances procedures necessary to perform international commercial transportation services for the Combined Air Operations Center (CAOC), Air Mobility Division (AMD), Airlift Control Team (ALCT). Surface movements which may complement air transportation movements are not prohibited; however, no exemptions shall be permitted for border crossing or customs issues. Transportation services include the time-definite, Aerial Port-to-Aerial Port pick-up and delivery, Intransit Visibility (ITV), and customs processing and clearance of 463L palletized and roll-on/roll-off cargo to Central Command (CENTCOM) Forward Operating Base /Forward Operating Locations (FOB/FOL).

1.1.1. As a minimum, the contractor shall provide Not-To-Exceed (NTE) all-inclusive cost-per-pound rates for each of the 195 mandatory city-pairs identified with a green shaded cell in Attachment 2, City-Pair Matrix. The contractor shall provide a NTE all-inclusive cost-per-pound rate for each of the remaining city-pair combinations they intend to provide service to. The contractor shall not be permitted to participate in the daily spot-bid process for any city-pairs without a NTE rate on contract. During the period of performance, the Government reserves the right to add or delete CENTCOM Area Of Responsibility (AOR) FOB/FOL locations as a result of changing mission requirements. Only one NTE all-inclusive cost-per-pound shall be provided which shall encompass all available modes of transportation, i.e. surface and air.

1.1.2. If the contractor accepts an AMD/ALCT mission award/transportation order, otherwise referred to as a task order, then refuses to perform the service, this failure/refusal constitutes default and may result in action being taken by the Government.

1.1.2.1 The Government reserves the right to a "Task Order Cancellation" of any award/transportation order if not delivered within a reasonable amount of time in excess of 144 hours. Upon notification of a "Task Order Cancellation", the contractor shall deliver the cargo back to the originating port. The contractor may submit a Request for Equitable Adjustment for costs incurred in accordance with the Defense Federal Acquisition Regulation supplement (DFARS) clause 252.243-7002, *Requests for Equitable Adjustment (MAR 1998)*.

1.1.3. This contract is for the sole use of the AMD/ALCT. The AMD/ALCT is the only organization approved and validated by USTRANSCOM to place orders under this contract.

1.1.4. The contractor shall deliver cargo to the specified Aerial Port Cargo Yard where it will be receipted for by the local Aerial Port or Designated Representative, completing the contractor's delivery obligation. The Government shall provide material handling equipment (MHE) and personnel to load and unload the contractor's Theater Express cargo (aircraft or truck) with the following restrictions:

1.1.4.1. The contractor shall provide their own material handling equipment and personnel to load and unload Theater Express cargo at Bagram and Camp Bastion. Additionally, contractors utilizing aircraft requiring special MHE will self handle at all locations where the aircraft may provide service. The following exceptions apply:

1.1.4.1.1. In the event the contractor has MHE issues prior to arrival of a mission the Government may provide MHE and driver. Immediately upon discovering MHE issues, the contractor shall request MHE support. The Aerial Port will document incidents of contractor support of MHE and personnel by providing an MFR stating all of the known facts, signed by the supervisor/Air Terminal Manager and provided to the AMD and USTC/AQ.

1.1.4.1.2. Aircraft pallets will be handled IAW Technical Order 35D33-2-2-2. Special attention is required to eliminate common problems that have damaged pallets in the past: failing to use 3-point dunnage under pallets and stacking pallets on top of each other. Empty pallets and nets that come into possession of the contractor will be returned to the nearest military Air Terminal.

1.1.4.1.3. The Government will be responsible to load and unload Theater Express cargo on pallet trains.

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1.1.4.2. The Government will not be responsible for unloading or re-handling non-Theater Express AMD awarded cargo. The contractor shall sequence loads to segregate THX cargo from other commercial cargo, to ensure aerial port personnel are not asked to download commercial cargo. The Government may not resequence carrier loads. Carriers asking for cargo resequencing may be reported by the aerial port as a possible discrepancy to the AMD and USTC/AQ.

1.1.4.3. Upon cargo pick-up, the Aerial Port representative will provide the contractor with a cargo manifest document listing the cargo pallet IDs. The contractor shall sign and date this manifest and provide a copy back to Aerial Port representative.

1.1.4.4. Upon cargo delivery, the contractor will provide a copy of the cargo manifest document to the destination Aerial Port representative at the time of delivery. The contractor shall sign and date indicating delivery completion.

1.1.5. The contractor is authorized to utilize their commercial transportation network to aggregate and transload cargo to meet the required delivery parameters. Contractors shall ensure pallet integrity is maintained and are not authorized to breakdown, repalletize, or stack AMD palletized cargo.

1.1.6. The contractor shall deliver all cargo in accordance with the Service Delivery Summary provided at paragraph 2 of this Performance Work Statement.

1.1.7. The cargo delivery time is measured from 2100Z on the day of AMD/ALCT award notification.

1.1.8. If a controllable or uncontrollable situation occurs that will delay a Theater Express mission, the contractor shall provide accurate and conclusive delayed mission email notifications to the AMD/ALCT no later than 0900Z. If the delay is uncontrollable, the contractor shall provide any and all necessary documentation and rationale on the delay is beyond their control. Any request submitted after 0900Z will normally be reviewed the following day. The AMD/ALCT will acknowledge the email, review the delay reason, make a determination on whether the delay is controllable or uncontrollable, and reply back to the contractor as to whether the situation is categorized as controllable or uncontrollable. The following are examples of uncontrollable delays.

CATEGORY	DESCRIPTION	EXEMPTION PERIOD
Category 1	PPR Cancellation	48 hours
Category 2	DIP Clearance (Oman)	360 hours (14 days)
Category 3	DIP Clearance (other)	168 hours (7 days)
Category 4	Weather	24 hours
Category 5	PPR Denial	24 hours
Category 6	Airfield Closure	48 hours
Category 7	Other	24 hours

1.1.9. The contractor shall be responsible for load planning, weight and balance, secure fastening, and any required special handling equipment. Improvised special handling equipment/ramps shall not be utilized.

1.1.10. Upon the contractor's initial acceptance of the cargo at the pick-up location, if the AMD/ALCT documented shipment weight is different than actual weight, the contractor shall immediately upon discovery report the situation to the AMD/ALCT. The contractor shall not proceed with service before the Government replies to the discrepancy. The AMD/ALCT, in conjunction with the contractor, shall determine whether cargo can be added or deleted to the mission to make-up the weight difference or consider other solutions.

1.1.11. The Government will prepare all hazardous cargo under this contract in accordance with AFMAN 24-204. Cargo may include hazardous material Classes 2 through 9 as defined in the International Air Transportation Association (IATA) Dangerous Goods Regulation.

1.1.12. The contractor shall respond to Transportation Discrepancy Reports (TDR), SF-361 in accordance with the Defense Transportation Regulation (DTR), Part II, Cargo Movement section when required.

1.1.13. Subcontractor Responsibility. The contractor shall determine the responsibility of its prospective subcontractors. Special factors related to performance of this contract compel the contracting officer to assist in that determination of subcontractor responsibility. These factors include critical requirements, substantial subcontracting, safety concerns, risk of terrorism and hostilities, and rapidly changing organizational forms of subcontractors that mask prior performance records and relationships with affiliated concerns. Periodically, the contracting officer shall make available to the contractor the name of potential subcontractors with questioned responsibility. These names shall be periodically updated to reflect more recent information and changing evaluations. The contractor shall not allow named entities to perform any role in performance of a task order under this contract unless it first provides written evidence to the contracting officer that affirmatively demonstrates to the contracting officer's satisfaction the responsibility of the proposed subcontractor.

## 1.2. Safety and Audit Oversight Program.

1.2.1. In order to provide service to a CENTCOM AOR location, the contractor shall complete a safety and audit on all subcontracted air carriers that operate into or out of a military-controlled FOB/FOL airfield using the checklist in Appendix 5.1, Safety & Audit Oversight Checklist. This section does not apply to operations into or out of civilian-controlled airfields without a joint-use military presence where air carrier operations are governed by the applicable country Civil Aviation Authority (CAA) requirements. As a minimum, the contractor shall comply with the technical requirements identified in the attached Theater Express Safety and Audit Oversight Checklist (Appendix 5.1). In addition, the contractor shall not use carriers listed on the European Banned Carrier Listing at [http://ec.europa.eu/transport/air-ban/list\\_en.htm](http://ec.europa.eu/transport/air-ban/list_en.htm), the Excluded Parties Listing at <https://www.epls.gov>, and the Department of Treasury: Office of Foreign Assets Control, Special Designated Listing at <http://www.ustreas.gov/offices/enforcement/ofac/sdn/>.

1.2.1.1. If the contractor will utilize a subcontractor to perform any portion of the airlift requirement within the CENTCOM AOR, the contractor shall assess the level of safety for each subcontractor. This assessment will be based upon a safety audit performed by the contractor or an independent International Air Transport Association (IATA) accredited 3<sup>rd</sup> party audit organization. Air Mobility Command (AMC/A3B) approved US-flag or foreign flag subcontractors are exempt from the audit as long as they remain on the AMC/A3B DOD-approved carrier listing. The Government retains the right to request copies of all completed audit reports.

1.2.1.2. Following completion of each safety audit, the contractor shall issue a "Statement of Compliance" to the contracting officer affirming each subcontractor complies with the technical requirements of paragraph 1.2 and that the contractor accepts responsibility for the safety audit. This certificate is valid for 24 months. The contractor shall develop a subcontractor audit program that provides for an onsite audit of subcontractors at least every 24 months in order to issue subsequent "Statements of Compliance." The contractor may use subcontractors with pre-existing audits completed to satisfy other USTRANSCOM contract requirements until the audit becomes invalid.

1.2.2. The contractor shall complete all safety and audit requirements for applicable subcontractors prior to permitting the subcontractor to provide service into or out of military-controlled FOB/FOL airfields. Within 30 days after contract award, the contractor shall provide the Contracting Officer a complete MS-Excel spreadsheet listing of all foreign flag subcontractors used in performance of this contract. The contractor shall provide an updated listing within five business days any time a foreign flag subcontractor is added or dropped from the contractor's service providing network. The information shall include the carrier's name, aircraft type, aircraft registration number, aircraft country of operating certificate, the date of the last audit, the date the Statement of Compliance was submitted on the subcontractor, and the contract number for which the audit and Statement of Compliance were originally submitted. Any subcontractor changes will require the prime contractor to complete the safety and audit oversight requirements prior to using a new subcontractor.

1.2.2.1. The United States Air Forces Central Command (USAFCENT) Safety office may conduct periodic on-site audits per carrier. The carrier and subcontractors shall be available to accomplish the on-site audit.

1.2.3. Incident Reporting. The contractor shall take all appropriate measures to prevent air, surface, and ground safety incidents. In the event of an air, surface, or ground safety incident, within the CENTCOM AOR involving a Theater Express Contractor or Subcontractor, the contractor shall immediately notify the CENTCOM Deployment and Distribution Operations Center (CDDOC) (Tel: 011-965-2389-5217), the Contracting Officer at (618-220-

7106), and the Program Manager at CENTCOM/CCJ4-M (813-827-4017). The contractor shall state their name, which contractor they represent, incident type, incident location, aircraft or vehicle type, aircraft tail number, and incident time (Zulu). Additionally, the contractor shall provide email notification to TCAQ-CI (USTCAQ-Tenders@ustranscom.mil), CCJ4-M Program Manager (CCJ4-MAirBranch@centcom.mil), the AMD/ALCT (mu\_amdt@afcent.af.mil), and USAFCENT Safety (9afse.orgbox@afcent.af.mil), providing the circumstances surrounding the incident and include copies of cargo manifests within 12 hours.

#### 1.2.4. Aircraft Recovery Process.

1.2.4.1. Within 12 hours, the contractor will provide an aircraft recovery plan identifying their process to repair and remove the aircraft. The contractor will provide daily status information to the Senior Airfield Authority, AMD/ALCT, CDDOC, and contracting officer on the progress to repair/remove the aircraft.

1.2.4.2. The Government reserves the right to move the aircraft, at any time, off the active runway, taxiway or parking spot to another area as operational requirements dictate. The contractor shall be charged associated costs for movement of the aircraft.

#### 1.3 Reserved.

#### 1.4. Opportune Cargo.

1.4.1. Under an existing AMD award, the local Aerial Port may require the contractor accept opportune, high-priority (e.g., Super, 999, MICAP) loose cargo weighing 100 lbs or less per city-pair mission segment at the AMD awarded mission cost per pound rate, unless the carrier requests a re-negotiation of the cost per pound rate for the opportune cargo. This option shall be exercised only when the Aerial Port determines that this would deliver cargo to destination faster than any military options available. The local Aerial Port shall notify the AMD/ALCT of the opportune cargo movement and the contractor, at the direction of the AMD/ALCT, shall accept the cargo for movement and invoice the additional weight against an existing pallet ID listed in the AMD award.

1.4.2. Under an existing AMD awarded city-pair, the local Aerial Port may request the contractor to accept opportune high-priority (e.g., Super, 999, MICAP) palletized cargo assuming the contractor has the existing capacity on the aircraft using the Aircraft Worksheet (Exhibit G). The contractor may elect to transport last-minute, opportune, high-priority palletized cargo to the next scheduled destination at the AMD awarded mission cost per pound rate, unless the carrier requests a re-negotiation of the cost per pound rate for the opportune cargo. This option shall be exercised only when the local Aerial Port determines that this would deliver cargo to destination faster than any military options available. The local Aerial Port shall notify the AMD/ALCT of the opportune cargo movement and the contractor, per coordination with the AMD/ALCT, shall invoice the additional weight against an existing pallet ID listed in the AMD award.

#### 1.5. Roller or Rail Systems.

1.5.1. The contractor shall ensure all aircraft are equipped with a serviceable roller or rail system that is compatible for 463L configured pallets and equipment. Exception: When roll-on/roll-off or loose cargo is the only cargo transported.

1.5.2. The contractor shall ensure all surface transportation vehicles are equipped to transport 463L configured pallets and equipment. Exception: When roll-on/roll-off or loose cargo is the only cargo transported.

#### 1.6. Additional Tie-down, Ramps, or Sub-Flooring.

1.6.1. The contractor shall furnish all tie-down equipment, ramps, or sub-flooring necessary to load/unload and secure the loaded pallet/cargo or roll-on, roll-off cargo. Improvised special handling equipment/ramps shall not be utilized.

#### 1.7. Hazardous Cargo Shipments.

1.7.1. All hazardous materials will be in air-authorized packaging and meet the type and/or quantity restrictions for cargo only aircraft and be packaged, prepared, marked/labeled and certified in accordance with AFMAN 24-204.

1.8. Pre-Alert Notification.

1.8.1. No later than (NLT) 12 hrs prior to arrival, the contractor shall provide the destination Aerial Port with the cargo arrival date, time, and quantity on an Aircraft Worksheet using the format in Appendix 5.8.

1.8.2. The contractor shall provide an English speaking contractor representative, in person or via telephone, during aircraft or truck arrival or departure. This representative shall be responsible for providing necessary information and coordinating with Government personnel and have the full authority to react to and effect necessary changes.

1.9. Supply Chain Security.

1.9.1. The contractor shall follow their commercial surface and air security and customs procedures to safeguard all cargo against terrorism, theft, loss, tampering, or damage.

1.10. Loss or Damage Claims.

1.10.1. The contractor is liable for lost, damaged or misrouted shipments. All damaged shipments remain the property of the US government.

1.10.2. The contractor shall notify the AMD/ALCT of lost, damaged, or misrouted shipments within 24 hours of discovery.

1.10.3. The AMD/ALCT customer shall have 30 calendar days from the required delivery date to submit a claim for loss or damage. The submission of the following information to the contractor shall constitute a claim:

1.10.3.1. AMD Award Number

1.10.3.2. Record of delivery

1.10.3.3. All documentation related to the proof of value

1.10.3.4. Inspection report that includes description of the loss or damage and photographs, as necessary.

1.10.4. The contractor's liability shall be limited to the lower dollar amount of \$50,000 or \$9.07 per pound or the actual amount of the cargo.

1.11. DD Form 2400, DD Form 2401 and DD Form 2402 requirements.

1.11.1. DD Form 2400, Civil Aircraft Certificate of Insurance. The Civil Reserve Air Fleet (CRAF) carrier (prime contractor) and all foreign flag subcontractors are required to have a completed Civil Aircraft Certificate of Insurances on file with the contracting officer. Aircraft Certificate of Insurance specifying the coverage below shall be submitted to the Contracting Officer within 10 days of contract award. The contractor shall provide updated forms for each new subcontractor prior to using their services to perform under this contract.

1.11.1.1. Each Person (Bodily Injury): \$200,000.00

1.11.1.2. Each Accident (Bodily Injury): \$1,000,000.00

1.11.1.3. Each Accident (Property Damage): \$1,000,000.00

1.11.2. DD Form 2401, Civil Aircraft Landing Permit (Not Applicable). The Prior Permission Required (PPR) process replaces this requirement. See paragraph 1.15 of this PWS for more information on PPRs.

1.11.3. DD Form 2402, Civil Aircraft Hold Harmless Agreement. The Civil Reserve Air Fleet (CRAF) carrier (prime contractor) and all Foreign Flag subcontractors are required to have a completed Civil Aircraft Hold Harmless Agreement on file with the contracting officer. Hold Harmless Agreement's shall be submitted to the Contracting Officer within 10 days of contract award. The contractor shall provide updated forms for each new subcontractor prior to using their services to perform under this contract.

1.12. Customs.

1.12.1. The contractor is responsible to provide duty-free customs clearance processing at both military-controlled and civilian-controlled airfields in accordance with their commercial procedures and the Defense Transportation Regulation satisfying all host nation customs documentation requirements.

1.12.2. Customs clearance procedures and updates can be reviewed in the Defense Transportation Regulation (DTR) Part V, Department of Defense Customs/Border Clearance Policies and Procedures, which is available on the public web page at [http://www.transcom.mil/j5/pt/dtr\\_part\\_v.cfm](http://www.transcom.mil/j5/pt/dtr_part_v.cfm).

1.12.3. The contractor shall notify the AMD/ALCT within 24 hours if government shipments are detained in customs.

1.12.4. Contractors will participate in the development and testing of DOD automated customs clearance systems by providing user feedback to the government and by inputting manifest and other shipping data to the system(s) as necessary. Upon implementation of these systems in various destination countries, the contractor will begin using electronic customs procedures to clear cargo as indicated in DTR Part V or interim instructions issued by USTRANSCOM.

1.13. Electronic Data Interchange (EDI) 214 Integrated Data Environment (IDE).

1.13.1. In accordance with Appendix 5.5, the contractor shall provide an accurate IDE interface no later than 30 calendar days after contract award and maintain this interface throughout the contract performance period. Failure to provide an accurate IDE interface no later than 30 calendar days after contract award or maintain this interface throughout the contract performance period will result in the issuance of a violation and potential bid suspension for breach of contract terms as outlined in paragraph 2.1.6 of Appendix 5.3 to the PWS.

1.13.2. EDI compliance will be validated by USTRANSCOM/J6, CDDOC, and AMD/ALCT. Once the contracting officer receives confirmation from these offices that compliance has been met, the contracting officer will notify the contractor.

1.14. Invoice/Billing/Request for Equitable Adjustment Process.

1.14.1. The contractor shall submit Theater Express invoices using a SF Form 1113, Public Voucher for Transportation Charges, including the AMD Award Mission Number and shipment details via email to the AMD/ALCT.

1.14.2. The AMD/ALCT will review the contractor's invoice and verify the delivery status.

1.14.3. Upon verification the AMD mission has been completely delivered, the AMD/ALCT will forward the contractor's invoice and the AMD/ALCT receiving report to DFAS-Limestone (via email) for payment.

1.14.4. DFAS-Limestone will review the AMD/ALCT documentation and process the invoice for payment.

1.14.5. Request for Equitable Adjustment (REA) Process. The contractor is responsible for providing all documentation in regards to an REA to the AMD/ALCT within 24 hours of an incident for which the contractor believes they should be reimbursed for costs associated with the movement/non-movement of cargo. REA requests shall address all submission requirements pursuant to DFARS 252.243-7002. The AMD/ALCT shall contact the aerial port where the incident occurred and ascertain all details in regards to the incident on the behalf of the Government; this information will include incident report completed by the aerial port, all statements of personnel



involved, and email traffic between the aerial port, contractor, and the AMD/ALCT. All documentation to include an MFR summarizing the Governments response shall be forwarded to CDDOC, TCAQ and TCJA.

1.15. Prior Permission Required (PPR) Process.

1.15.1. The contractor shall adhere to the theater application process and operate in accordance with the approved PPR. It is the contractor's responsibility to be aware of all airfield restrictions outlined in the NOTAMS.

1.15.2. The AMD/ALCT will issue monthly International Security Assistance Force (ISAF) call signs to Theater Express contractors. The contractor shall obtain PPRs prior to each mission through the respective airfield managers.

1.15.3. In the event the contractor cannot comply with the approved PPR, the contractor shall immediately coordinate with the local airfield manager and the AMD/ALCT.

1.15.4. The contractor shall comply with all International Over flight Requirements.

2. Service Delivery Summary/Reliability

<b>Performance Objectives</b>	<b>PWS Ref</b>	<b>Performance Threshold</b>
1. Deliver cargo no later than 72-hrs	1.1	90% of the time – measured monthly
2. Deliver cargo no later than 144-hrs	1.1	100% of the time – each shipment
3. Provide prompt, accurate, and safe ground self-handling at designated airfields/FOBs	1.1.5.1	Less than 3 validated incident reports regarding self-handling per year
4. Compliance with the Safety and Audit Oversight Program	1.2	100% of the time – each shipment
5. Safeguard against air, surface, and ground safety incidents	1.2.3	100% of the time – each shipment
6. Provide Supply Chain Security; safeguard cargo against lost, theft, or tampering	1.9	100% of the time – each shipment
7. Provide accurate EDI214 IDE Data Interface	1.13	100% of the time – each shipment

3. Government-Furnished Property, Facilities, Equipment, Training, and Services

3.1. Government-Furnished Property. Reserved.

3.2. Government-Furnished Facilities. Reserved.

3.3. Government-Furnished Equipment. Reserved.

3.4. Government-Furnished Training. Reserved.

3.5. Government-Furnished Services.

3.5.1. Defense Logistics Agency-Energy Ground and Aviation Fuel.

3.5.1.1. If the contractor is authorized to purchase fuel from the Defense Logistics Agency-Energy (DLA-Energy), a Fuel Purchase Agreement (FPA) shall be completed. DD Form 1896 DOD Fuel Identaplates will be prepared for the prime contractor and the prime contractor may hand the identaplates out to their respective subcontractor(s). The prime contractor and its subcontractor shall only use the fuel identaplate at Defense Fuel Supply Points while in performance of the Theater Express II contract. Additionally, the prime contractor is ultimately liable for any fuel purchase(s) made with any assigned/issued fuel identaplate(s). The identaplate will reflect the prime contractor's DoDAAC account and other information needed by the contractor to identify their subcontractor. It is the

responsibility of the prime contractor to manage and account for the identaplates. When aircraft are added to the contract or swapped out, the contractor shall get approval from the government contracting office prior to requesting fuel cards. Cash purchases are not authorized.

3.5.1.2. In Iraq and Afghanistan, if DLA-Energy fuel supply levels become low, the Government reserves the right to restrict the amount of fuel allowed to be uplifted or rescind the contractor's ability to purchase DLA-Energy fuel.

3.5.1.3. Additional information can be found at <http://www.desc.dla.mil/dcm/files/desc-i-3.pdf>.

### 3.5.2. Contractor Logistical Support

3.5.2.1. Contractor Logistical Support. Logistical support varies by location as determined by the Forward Operating Base (FOB)/Forward Operating Location (FOL) Commander. The contractor shall comply with the FOB/FOL reimbursement procedures for contractor logistical support services rendered.

3.5.2.2. The contractor will be responsible to work with the local CENTCOM assigned alternate Contracting Officers Representative (COR) located at the Air Mobility Division, Al Udeid Qatar, and the USTRANSCOM Contracting Officer to comply with the Synchronized Predeployment and Operational Tracker (SPOT) requirements prior to seeking badging and contractor logistical support. Pursuant to PWS Para 3.5.2.1, clause 952.225-0011 *Government Furnished Contractor Support* (Afghanistan/Iraq), clause KSCR1-11 *Government Furnished Contractor Support* (Kuwait), and PSCR1-1 *Additional Instructions for Contractor Personnel Working in the USCENTCOM Area of Responsibility* (Pakistan), contractor personnel shall be provided contractor logistical support as specified in the applicable clause for the particular area where personnel may be domiciled; however, prior to approval, the contractor shall provide a letter listing each employee by location, identify the logistical support requested, and provide the supporting rationale why the contractor cannot provide the logistical support.

3.5.2.3. Any exceptions to the contractor logistical support identified in the clauses referenced in PWS paragraph 3.5.2.2. shall be reviewed on a case-by-case basis and shall be validated by the FOB Authorized Government Representative (AGR) and the Contracting Officer. The contractor shall provide sufficient justification to warrant additional contractor logistical support. The method of reimbursement for additional logistical support shall be determined by the Contracting Officer with the FOB AGR's assistance.

## 4. General Information

### 4.1. Contractor Personnel.

4.1.1. The contractor shall provide an English speaking Program Manager who shall be responsible for the performance of the work. The name of this person shall be designated in writing to the Contracting Officer prior to the contract start date.

4.1.2. The contractor shall attend periodic performance review and feedback meetings (e.g., quarterly, semi-annual, or annual) at no additional charge. Contractor shall not use this meeting as an opportunity to promote their products and services.

### 4.2. Quality Program.

4.2.1. The contractor shall utilize their commercial quality control program and procedures to provide safe and reliable cargo transportation services.

### 4.3. Security (Physical, Personnel, Information, Industrial, Anti-terrorism and Force Protection Requirements).

4.3.1. While on military installations or on military portions of civil installations, contractor personnel shall comply with security regulations promulgated by the military installation commander. Security regulations are directive in nature and shall be adhered to by all contractor personnel. In addition, the contractor shall (consistent with their commercial procedures), provide a method to protect the integrity and proper functioning of all equipment and systems involved in the operation of this contract. Any equipment and information processing systems containing

government information shall have security measures to protect against unauthorized disclosure. The contractor personnel shall carry proper identification at all times and easily be recognizable as a contractor.

4.3.2 Upon completion of this contract, contract employees will surrender all government supplies, materials and equipment to the COR. Assigned contract employees who possess any security badges for bases in theater will turn these badges in to the COR (or appointed government representative in theater) upon employment termination or completion of contract. CACs shall be turned into the Contracting Officer.

4.3.3 The Government shall ensure the roles/privileges assigned to contract employees on the Government platforms and base accesses are limited to the roles/privileges essential to that individual's performance of his/her assignments. The Government may limit or revoke these roles or privileges for any reason.

4.3.4 If the Government notifies the contractor that the employment or the continued employment of any contract employee is prejudicial to the interests or endangers the security of the United States of America, that person shall be removed and barred from the worksite. This includes security deviations/incidents and credible derogatory information on contract members during the course of the contract period. The contractor shall make any personnel changes necessary at no additional cost to the Government.

4.3.5 Security Regulation Compliance. The contractor shall comply with all security regulations and directives as identified herein and other security requirements in this contract specific to site locations of work. Contractors will be required to attend any security training mandated by theater specific requirements in performance of this contract while in theater.

4.3.6 General Security Information: The work associated with this PWS will be UNCLASSIFIED and does not require a DD 254. Classified access/information is not authorized in support of these deliverables by contract personnel. Classified access will not be given to Foreign Nationals IAW DoD 5200.2-R, Chapter 3, Section C3.4.3.

4.3.7. Common Access Cards (CACs) will not be issued to any United States citizen contractor employee without the required background vetting which is completion of FBI fingerprint checks with favorable results and submission of a National Agency Check with Inquires (NACI) to the Office of Personnel Management. CACs will not be issued to non-US citizens without specific parameters first having been met. Those parameters include but are not limited to favorable results of fingerprint checks; a favorable trustworthy determination by their respective government that is accepted by the United States and those specific requirements stated by respective installation commanders.

4.3.8. No access to NATO information is authorized.

4.3.9. Compliance with the National Industrial Security Program Operating Manual (NISPOM) is required (DoD 5220.22-M).

**Security Regulation Guidance:**

Department of Defense (DoD):

Joint Publication (JP) 3-10 (Operation Security)

2000.16 (DoD Antiterrorism (AT) Standards)

5200.1-R (DoD Information Security Program)

5200.2-R (DoD Personnel Security Program)

5200.08-R (DoD Physical Security Program)

5220.22-M (National Industrial Security Program)

2000.12 (DoD Antiterrorism (AT) Program)

DoD regulations can be found at:

<http://www.dtic.mil/whs/directives/corres/pub1.html>

USTRANSCOM Force Protection (Industrial Security) Points of Contact:

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Email at Patrick.Collins@ustranscom.mil or Steven.Strait@ustranscom.mil

4.4. Joint Contracting Command Iraq/Afghanistan (JCC-I/A) – CENTCOM Requirements

4.4.1. CENTCOM specific clauses are designated by the following prefixes:

“952.”, Applicable to performance in Afghanistan and Iraq  
“KSCR”, Applicable to performance in Kuwait  
“PSCR”, Applicable to performance in Pakistan

4.5. Subcontracting Report. Annually, the contractor is required to submit a subcontracting report that includes information on subcontract awards to Afghanistan and Central and Southern Asia States (CASA) entities. CASA states include Georgia, the Kyrgyz Republic, Pakistan, the Republic of Armenia, the Republic of Azerbaijan, the Republic of Kazakhstan, the Republic of Tajikistan, the Republic of Uzbekistan, and Turkmenistan. The report shall identify the total dollars subcontracted and the total dollars subcontracted to Afghan and CASA entities broken out by the individual states. The report is due within 20 calendar days after the end of an annual performance period. The Contracting Officer will evaluate the report and document the contractor’s Contractor Performance Assessment Reporting System (CPARS) report on how well the contractor performed in meeting its stated goals identified in the contractor’s subcontracting plan.

5. Appendices. The following are appendices that accompany this PWS.

<b>Appendix Number</b>	<b>Description</b>
5.1	Safety and Audit Oversight Checklist
5.2	Ordering Procedures
5.3	Performance Procedures
5.4	RESERVED
5.5	EDI-214 IDE Requirements
5.6	Incident Report Form
5.7	Incident Report Flow Chart
5.8	Aircraft Worksheet