

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 51	
CONTRACT NO. HTC711-15-D-R0XX		3. AWARD/EFFECTIVE DATE 11-Jun-2015		4. ORDER NUMBER		5. SOLICITATION NUMBER HTC711-15-R-R001	
7. FOR SOLICITATION INFORMATION CALL:		a. [REDACTED]		b. TELEPHONE NUMBER (No Collect Calls) 618-220-7122		6. SOLICITATION ISSUE DATE 12-Feb-2015	
9. ISSUED BY USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357 TEL: CONTACT BUYER FAX: CONTACT BUYER		CODE HTC711		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 1500 NAICS: 481112		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9		CODE	
17a. CONTRACTOR/OFFEROR TEL		CODE		18a. PAYMENT WILL BE MADE BY DFAS-LIMESTONE TFMS-M - F89900 ACCTG DISB STA NR 389900 DFAS LI TFMS M 27 ARKANSAS RD STE 600 LIMESTONE ME 04751-6217		CODE F89900	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		FACILITY CODE		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$145,690,000.00			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT [REDACTED]			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. REF: Fare1 Lines				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED 11-Jun-2015			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) [REDACTED] / CONTRACTING OFFICER TEL: 618-220-7139 [REDACTED]			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42a. RECEIVED BY (<i>Print</i>)	
		42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Base Period FFP Applicable routes and rates are located in Attachment 4. The minimum guarantee for this contract is \$2,500. Base Period, 1 Aug 15 - 31 Jul 16 FOB: Destination SIGNAL CODE: A	1	Lot	\$145,690,000.00	\$145,690,000.00 NTE
					<hr/> MAX NET AMT \$145,690,000.00

PSC Code: V111

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 OPTION	Option Period 1 FFP Applicable routes and rates are located in Attachment 4. Option Period 1, 1 Aug 16 - 31 Jul 17. FOB: Destination SIGNAL CODE: A	1	Lot	\$59,588,000.00	\$59,588,000.00 NTE
					<hr/> MAX NET AMT \$59,588,000.00

PSC Code: V111

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	Option Period 2 FFP Applicable routes and rates are located in Attachment 4. Option Period 2, 1 Aug 17 - 31 Jul 18. FOB: Destination SIGNAL CODE: A	1	Lot	\$60,780,000.00	\$60,780,000.00 NTE
				MAX NET AMT	\$60,780,000.00

PSC Code: V111

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	\$2,500.00		\$296,448,000.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-AUG-2015 TO 31-JUL-2016	N/A	N/A FOB: Destination	
1001	POP 01-AUG-2016 TO 31-JUL-2017	N/A	N/A FOB: Destination	
2001	POP 01-AUG-2017 TO 31-JUL-2018	N/A	N/A FOB: Destination	

DELIVERY INFO IN BOOKING

Delivery information will be provided to and agreed upon by, the contractor at time of booking as this information will be different from one movement to the next.

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.212-4	Contract Terms and Conditions--Commercial Items	DEC 2014
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015

52.222-54	Employment Eligibility Verification	AUG 2013
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2014
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-26	Contractors Performing Private Security Functions Outside the United States	JUL 2013
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.219-7003 (Dev)	Small Business Subcontracting Plan (DOD Contracts) (Deviation 2013-O0014)	OCT 2014
252.225-7997 (Dev)	Contractor Demobilization (Deviation)	AUG 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.229-7999 (Dev)	Foreign Contracts in Afghanistan (Deviation)	JUL 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment To The Cost Bearer	JUN 2013
252.247-7027	Riding Gang Member Requirements	OCT 2011

CLAUSES INCORPORATED BY FULL TEXT

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

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

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

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

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (APR 2015)

(a) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If

this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

X Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **1 Aug 15** through **31 Jan 19**.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **1 PCFN**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **50 PCFNs**;

(2) Any order for a combination of items in excess of **50 PCFNs**; or

(3) A series of orders from the same ordering office within **7** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **24 hours** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons.

Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **31 January 2019**.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days of contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor no later than 30 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **3 years and 6 months**.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

Forklift Operator	WG-5 + 36.25% Fringe Benefits
Truck Driver, Light	WG-6 + 36.25% Fringe Benefits
Truck Driver, Medium	WG-7 + 36.25% Fringe Benefits
Truck Driver, Heavy	WG-8 + 36.25% Fringe Benefits
Truck Driver, Tractor-Trailer	WG-8 + 36.25% Fringe Benefits

PORTS

Anchorage, Alaska

Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits

Baltimore, Maryland

Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits

Beaumont, Texas

Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits

Boston, Massachusetts

Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits

Brunswick, Georgia

Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits

Charleston, South Carolina	
Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits
Corpus Christi Nas, Texas	
Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits
Galveston Bay, Texas	
Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits
Gulfport, Mississippi	
Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits
Houston, Texas	
Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits
Jacksonville, Florida	
Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits
Long Beach, California	
Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits
Los Angeles, California	
Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits
Miami Ports, Florida	
Blocker & Bracer	WG-8 + 36.25% Fringe Benefits

Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits
Mobile, Alabama	
Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits
New Orleans, Louisiana	
Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits
New York, New York	
Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits
Newport News, Virginia	
Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits
Norfolk, Virginia	
Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits
Orange, Texas	
Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits
Philadelphia, Pennsylvania	
Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits
Port Canaveral, Florida	
Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits

Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits
Port Hueneme, California	
Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits
Portland, Oregon	
Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits
Puget Sound, Washington	
Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits
Richmond, California	
Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits
San Diego, California	
Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits
San Francisco Bay Area, California	
Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits
Savannah, Georgia	
Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits
Seattle, Washington	
Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits

Stevedore II	WG-9 + 36.25% Fringe Benefits
Tacoma, Washington	
Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits
Wilmington, Delaware	
Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits
Yorktown, Virginia	
Blocker & Bracer	WG-8 + 36.25% Fringe Benefits
Hatch Tender	WG-8 + 36.25% Fringe Benefits
Line Handler	WG-8 + 36.25% Fringe Benefits
Stevedore I	WG-7 + 36.25% Fringe Benefits
Stevedore II	WG-9 + 36.25% Fringe Benefits

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

(End of clause)

52.232-29 Terms for Financing of Purchases of Commercial Items. (FEB 2002)

(a) Contractor entitlement to financing payments. The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) Special terms regarding termination for cause. If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions--Commercial Items.

(c) Security for Government financing. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to

the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(d) Reservation of rights.

(1) No payment or other action by the Government under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(e) Content of Contractor's request for financing payment. The Contractor's request for financing payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for financing payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made; and

(4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.

(f) Limitation on frequency of financing payments. Contractor financing payments shall be provided no more frequently than monthly. -

(g) Dates for payment. A payment under this clause is a contract financing payment and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submittal of a proper request for payment.

(h) Conflict between terms of offeror and clause. In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.232-31) and the terms in this clause, the terms of this clause shall govern.

(End of clause)

252.203-7999 - PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-O0010)(FEB 2015)

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

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

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

(d)(1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

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

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JAN 2015)

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

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Contractors authorized to accompany the Force, or CAAF, means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Designated reception site means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

Law of war means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

Non-CAAF means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

Subordinate joint force commander means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies to both CAAF and non-CAAF when performing in a designated operational area outside the United States to support U.S. Armed Forces deployed outside the United States in--

(i) Contingency operations;

(ii) Humanitarian assistance operations;

(iii) Peace operations, consistent with Joint Publication 3-07.3; or

(iv) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U.S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. 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 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.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

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

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF are aware--

(i) Of the DoD definition of "sexual assault" in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws;

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

- (i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.
- (ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.
- (6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—
 - (i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;
 - (ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;
 - (iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;
 - (iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;
 - (v) To any command of any supported military element or the command of any base.
- (7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.
- (8)(i) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces are aware of their rights to--
 - (A) Hold their own identity or immigration documents, such as passport or driver's license, regardless of the documents' issuing authority;
 - (B) Receive agreed upon wages on time;
 - (C) Take lunch and work-breaks;
 - (D) Elect to terminate employment at any time;
 - (E) Identify grievances without fear of reprisal;
 - (F) Have a copy of their employment contract in a language they understand;
 - (G) Receive wages that are not below the legal host-country minimum wage;
 - (H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
 - (I) If housing is provided, live in housing that meets host-country housing and safety standards.
- (ii) The Contractor shall post these rights in employee work spaces in English and in any foreign language(s) spoken by a significant portion of the workforce.
- (iii) The Contractor shall enforce the rights of Contractor personnel supporting the U.S. Armed Forces.
- (e) Preliminary personnel requirements.
 - (1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for

each category will be specified in the statement of work or elsewhere in the contract):

- (i) All required security and background checks are complete and acceptable.
- (ii) All CAAF deploying in support of an applicable operation—
 - (A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;
 - (B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander’s website or other venue); and
 - (C) Have received all required immunizations as specified in the contract.
 - (1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.
 - (2) All other immunizations shall be obtained prior to arrival at the deployment center.
 - (3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the designated operational area a copy of the Public Health Service Form 791, “International Certificate of Vaccination” that shows vaccinations are current.
 - (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.
 - (iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.
 - (v) All deploying personnel have received personal security training. At a minimum, the training shall—
 - (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; and
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
 - (vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.
 - (vii) Personnel have received law of war training as follows:
 - (A) Basic training is required for all CAAF. The basic training will be provided through—
 - (1) A military-run training center; or
 - (2) A web-based source, if specified in the contract or approved by the Contracting Officer.
 - (B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.
 - (2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) Processing and departure points. CAAF shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, to enter and maintain the data for all CAAF and, as designated by USD (AT&L) or the Combatant Commander, non-CAAF supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause.

(2) The Contractor shall enter the required information about their contractor personnel prior to deployment and shall continue to use the SPOT web-based system at <https://spot.altess.army.mil/privacy.aspx> to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that Contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If Contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a 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) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) 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 isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are supporting U.S. Armed Forces deployed outside the United States in--

(1) Contingency operations;

- (2) Humanitarian assistance operations;
- (3) Peace operations consistent with Joint Publication 3-07.3; or
- (4) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS
OUTSIDE THE UNITED STATES (MAR 2006)

- (a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.
- (b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--
 - (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
 - (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
 - (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
 - (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
- (c) The requirements of this clause do not apply to any subcontractor that is--
 - (1) A foreign government;
 - (2) A representative of a foreign government; or
 - (3) A foreign corporation wholly owned by a foreign government.
- (d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from the appropriate Antiterrorism Force Protection Office at the Command Headquarters. Also see <https://atep.dtic.mil>.

(End of clause)

252.225-7985 - CONTRACTOR PERSONNEL PERFORMING IN SUPPORT OF OPERATION UNITED
ASSISTANCE (OUA) IN THE UNITED STATES AFRICA COMMAND (AFRICOM) THEATER OF
OPERATIONS
(DEVIATION 2015-O0003) (DECEMBER 2014)

(a) Synchronized Predeployment and Operational Tracker (SPOT).

(1) For United States citizen and third-country national Contractor personnel performing under this contract in support of OUA in the USAFRICOM theater of operations, the Contractor shall—

(i) Comply with the SPOT registration requirements at paragraph (a)(2) of this clause;

(ii) Use the SPOT web-based system to enter and maintain accurate, up-to-date information on individual Contractor personnel throughout employment in support of OUA in the USAFRICOM theater of operations area; and

(iii) Annotate changes to status of individual Contractor personnel relating to their in-theater arrival date, duty location, and medical quarantine status, to include closing out the employment with their proper status (e.g., mission complete, killed, wounded), within the SPOT web-based system in accordance with the processes and timelines established in the SPOT business rules at <http://www.acq.osd.mil/log/PS/spot.html>.

(2) SPOT registration requirements.

(i) SPOT registration requires one of the following login methods:

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate.

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.

(ii) Contractor administrators shall register for a SPOT account at <https://spot.dmdc.mil>.

(iii) The SPOT Customer Support Team must validate user need. This process may take two business days. Contractor representatives will be contacted to validate Contractor administrator account requests and determine the appropriate level of user access.

(iv) Upon approval, all users shall access SPOT at <https://spot.dmdc.mil/>.

(v) Refer SPOT application assistance questions to the Customer Support Team at—

(A) Phone: 703-578-5407, DSN 312-698-5407; or

(B) Email: dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil.

(vi) Refer to the SPOT OSD Program Support website at <http://www.acq.osd.mil/log/PS/spot.html> for additional training resources and documentation regarding registration for and use of SPOT.

(b) Monthly report. The Contractor shall provide to the Contracting Officer, on a monthly basis, the aggregate count, by country, of all local national, Contractor employees performing on service or construction contracts for 30-days or longer.

(c) Contractor emergency medical care. For United States citizen and third-country national Contractor personnel performing under this contract in support of OUA in the USAFRICOM theater of operations—

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

(2) Contractor employees shall have a Letter of Authorization (LOA) and a valid government-issued photo ID and passport;

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

- (4) Primary medical and/or dental care is not authorized; and
- (5) Emergency medical care costs will be reimbursed in accordance with the terms of the DoD contract.
- (d) Medical evacuation of contractor personnel.

(1) For United States citizen and third-country national Contractor personnel performing under this contract, DoD will provide—

(i) Aero-medical evacuation of Ebola Virus Disease (EVD) exposed but asymptomatic, EVD infected, and EVD symptomatic patients out of the Ebola-affected nations when available and in accordance with the contract terms and conditions, in coordination with the United States Transportation Command (USTRANSCOM) and/or commercial carriers as available, on a reimbursable basis via the most appropriate means of conveyance; and

(ii) Aero-medical evacuation of non-Ebola-related and no-risk patients out of the Ebola-affected nations when able and in accordance with the contract terms and conditions , in coordination with USTRANSCOM and/or commercial carriers as available, on a reimbursable and case-by-case basis.

(2) For local national Contractor personnel performing under this contract in support of OUA in the USAFRICOM theater of operations—

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

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

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

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

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

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

(f) Other government-furnished support.

(1) Any contractor who is entitled to U.S. Government-furnished support must have a SPOT-generated LOA signed by the Contracting Officer in order to travel to, from, or within the OUA Joint Operational Area (JOA). The LOA also will identify any additional authorizations, privileges, or U.S. Government support to which contractor personnel are entitled under this contract.

(2) In accordance with DFARS Subpart 225.7402, the Government will provide Contractor personnel the services checked below: [Contracting Officer to enter the names of the Contractor operating locations that the requiring activity has properly coordinated with the applicable Joint Forces Command (JFC) representatives.]

(i) For United States citizens:

- APO/FPO Postal Service
- Billeting
- CAC
- Contractors Authorized to Accompany Forces (CAAF)
- Government Dining Facilities (DFAC)
- Excess Baggage

- Government Furnished Meals
- Local Access Badge
- Military Banking
- Military Exchange
- Military Issued Clothing
- Military Issued Equipment
- Morale, Welfare, and Recreation (MWR) Facilities
- Non-CAAF
- Transportation (land transportation within OUA area)
- All of the above
- None of the above

(ii) For third-country national employees:

- Billeting
- CAC
- CAAF
- DFAC
- Excess Baggage
- Government Furnished Meals
- Local Access Badge
- Military Banking
- Military issued clothing
- Military Issued Equipment
- Non-CAAF
- Transportation (land transportation within OUA area)
- All of the above
- None of the above

(iii) Local National (LN) employees:

- CAC
- CAAF
- DFAC
- Government Furnished Meals
- Local Access Badge
- Military Issued Clothing
- Military Issued Equipment
- Non-CAAF
- Transportation (land transportation within OUA area)
- All of the above
- None of the above

(3) In the event of any discrepancy between the checked above and the description of services in the Statement of Work, this clause will take precedence.

(4) Due to urgency and timing of OUA JOA base life support throughout the country, standards will be lowered to an “expeditionary” environment. Expeditionary standards will be based on specific condition, and may include down grading from permanent housing (B-huts, hardened buildings) to temporary tents or other facilities.

(4) Due to the urgency and timing of OUA JOA efforts, DFACs may not be fully operational. Hot meals may decrease from three per day to one or none per day. Meals Ready to Eat (MREs) may be substituted for DFAC-provided meals; however, contractors will receive the same meal standards as provided to military and DoD civilian personnel.

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

(1) In all subcontracts that require subcontractor personnel that are United States citizens or third-country nationals to perform outside the United States in support of OUA in the USAFRICOM theater of operations; and

(2) In subcontracts, to the maximum extent practicable, that require only subcontractor personnel that are local nationals to perform outside the United States in support of OUA in the USAFRICOM theater of operations.

(End of clause)

252.225-7993 PROHIBITION ON CONTRACTING WITH THE ENEMY (DEVIATION 2014-O0020) (SEP 2014)

(a) The Contractor shall exercise due diligence to ensure that none of the funds received under this contract are provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(b) The Contractor shall exercise due diligence to ensure that none of their subcontracts are associated with a person or entities listed as a prohibited/restricted source in the System for Award Management at www.sam.gov.

(c) The Head of the Contracting Activity (HCA) has the authority to—

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) and (b) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(d) The substance of this clause, including this paragraph (d), is required to be included in subcontracts under this contract that have an estimated value over \$50,000.

(End of clause)

252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2015-O0013) (MAR 2015)

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this contract are not—

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over \$100,000.

(End of clause)

252.225-7995 - CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2015-O0009)(JAN 2015)

(a) Definitions. As used in this clause—

“Combatant Commander” means the Commander of the United States Central Command Area of Responsibility.

“Contractors authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Designated reception site” means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Non-CAAF” means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR)

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

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. 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 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.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENTCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENTCOM AOR under this contract.

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USCENTCOM AOR are familiar with and comply with, all applicable—

- (i) United States, host country, and third country national laws;
- (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
- (iii) United States regulations, directives, instructions, policies, and procedures; and
- (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware—

- (i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;
- (ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and
- (iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

- (i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or
- (ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

- (i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.
- (ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.
- (iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to—

- (A) Hold their own identity or immigration documents, such as passport or driver's license;
- (B) Receive agreed upon wages on time;
- (C) Take lunch and work-breaks;
- (D) Elect to terminate employment at any time;
- (E) Identify grievances without fear of reprisal;
- (F) Have a copy of their employment contract in a language they understand;
- (G) Receive wages that are not below the legal in-country minimum wage;
- (H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
- (I) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

- (i) All required security and background checks are complete and acceptable.
- (ii) All CAAF deploying in support of an applicable operation—

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander’s website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the USCENTCOM AOR a copy of the Public Health Service Form 791, “International Certificate of Vaccination” that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) Processing and departure points. CAAF shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENTCOM AOR entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain data for all Contractor employees covered by this clause, following the procedures in paragraph (g)(3) of this clause.

(2) Upon becoming an employee under this contract, the Contractor shall enter into SPOT, and shall continue to use SPOT web-based system to maintain accurate, up-to-date information throughout the employment in the AOR. Changes to status of individual contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the employment in the AOR with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules.

(i) In all circumstances, this includes any personnel performing private security functions and CAAF.

(ii) For personnel other than those performing private security functions and CAAF, this requirement excludes anyone—

(A) Hired under contracts valued below the simplified acquisition threshold;

(B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or

(C) Who, while afloat, are tracked by the Diary message Reporting System.

(3) Follow these steps to register in and use SPOT:

(i) SPOT registration requires one of the following login methods:

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.

(ii) To register in SPOT:

(A) Contractor company administrators should register for a SPOT account at <https://spot.dmdc.mil>; and

(B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.

(iii) Upon approval, all users will access SPOT at <https://spot.dmdc.mil/>.

(iv)(A) Refer SPOT application assistance questions to the Customer Support Team at—

(1) Phone: 703-578-5407, DSN 312-698-5407; or

(2) Email: dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil.

(B) Refer to the SPOT OSD Program Support website at <http://www.acq.osd.mil/log/PS/spot.html> for additional training resources and documentation regarding registration for and use of SPOT.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the USCENTCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USCENTCOM AOR.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the USCENTCOM AOR whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a 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) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) 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 isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

(End of clause)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Certified cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

(a) The Contractor is not required to flow down the terms of any Defense Federal Acquisition Regulation Supplement (DFARS) clause in subcontracts for commercial items at any tier under this contract, unless so specified in the particular clause.

(b) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligation.

(c) The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract, including subcontracts for the acquisition of commercial items.

(End of clause)

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

(a) All contractors ("contractors" refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to

prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person.

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

- (1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
- (2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language, that defines the terms of their employment/compensation.
- (3) Contractors shall not utilize unlicensed recruiting firms or firms that charge illegal recruiting fees.
- (4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee for Contractor furnished living space. Upon contractor's written request, Contracting Officers may grant a waiver in writing in cases where the existing contractor provided square footage is within 20% of the minimum, and the overall conditions are determined by the Contracting Officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area. Government furnished facilities will be provided in accordance with the applicable installation/base billeting standards, with contractor personnel afforded, at a minimum, square footage equivalent to an E1.
- (5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.
- (6) Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures and the requirements for visas and work permits.

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

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

(End of Clause)

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

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

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

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

months. Failure to obtain an updated medical waiver before the expiration of the current waiver renders the employee unfit and subject to redeployment.

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

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

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

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

(End of Clause)

5152.225-5903 COMPLIANCE WITH LAWS AND REGULATIONS (DEC 2011)

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

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

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

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

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

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

performing in Iraq or the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

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

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

(End of Clause)

5152.225-5904 MONTHLY CONTRACTOR CENSUS REPORTING (DEC 2011)

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

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2011-O0004.

(End of Clause)

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

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

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

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

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

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

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

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

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

(End of Clause)

The following is a summary of the type of support the Government will provide the contractor, on an “as-available” basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: (Contracting officer must enter the names of the operating locations of the contract that the requiring activity has properly coordinated with the respective Forward Operating Base (FOB) Mayor). When contractor employees are in transit all checked blocks are considered authorized.

U.S. Citizens

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

Third-Country National (TCN) Employees

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

Local National (LN) Employees

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

* CAAF means Contractors Authorized to Accompany Forces.

** Applies to US Embassy Life Support in Afghanistan

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

(End of Clause)

5152.225-5910 CONTRACTOR HEALTH AND SAFETY (DEC 2011)

(a) Contractors shall comply with National Electrical Code (NEC) 2008 for repairs and upgrades to existing construction and NEC 2011 standards shall apply for new construction, contract specifications, and MIL Standards/Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure.

(b) For existing employee living quarters the contractor shall provide maintenance, conduct repairs, and perform upgrades in compliance with NEC 2008 standards. For new employee living quarters, the contractor shall provide maintenance, conduct repairs, and make upgrades in compliance with NEC 2011 standards. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards.

(c) The contractor shall correct all deficiencies within a reasonable amount of time of becoming aware of the deficiency either by notice from the government or a third party, or by self discovery of the deficiency by the contractor. Further guidance can be found on:

UFC: http://www.wbdg.org/ccb.browse_cat.php?o=29&c=4

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

(End of Clause)

5152.225-5914 COMMODITY SHIPPING INSTRUCTIONS (AUG 2011)

(a) USFOR-A FRAGO 10-200. United States Forces Afghanistan (USFOR-A) has directed that all shipments into and out of the Combined Joint Operations Area - Afghanistan (CJOA-A) be coordinated through the Defense Transportation System (DTS) in order to expedite the customs clearance process and facilitate the use of in-transit visibility for all cargo in the CJOA-A

(b) Information regarding the Defense Transportation System (DTS). For instructions on shipping commodity items via commercial means using DTS, see the following websites:

1. Defense Transportation Regulation – Part II Cargo Movement - Shipper, Trans-shipper, and Receiver Requirements and Procedures:

http://www.transcom.mil/dtr/part-ii/dtr_part_ii_203.pdf

2. Defense Transportation Regulation – Part II 4 Cargo Movement – Cargo Routing and Movement: http://www.transcom.mil/dtr/part-ii/dtr_part_ii_202.pdf

3. Defense Transportation Regulation – Part V - Department of Defense Customs and Border Clearance Policies and Procedures: http://www.transcom.mil/dtr/part-v/dtr_part_v_512.pdf

(c) Responsibilities of the vendor carrier representative, shipping expediter, and/or customs broker:

1. Afghanistan Import Customs Clearance Request Procedures: The carrier, shipping expediter, and/or customs broker is responsible for being knowledgeable about the Afghan Customs Clearance Procedures.

2. Status of Customs Clearance Requests: All inquiries regarding the status of a customs clearance request prior to its submission to Department of Defense (DoD) Customs and after its return to the carrier representative or shipping expediter should be directed to the carrier or shipping agent.

3. Customs Required Documents: The carrier representative or shipping expediter is required to provide the DoD Contracting Officer Representative (COR) with all documentation that will satisfy the requirements of the Government of the Islamic Republic of Afghanistan (GIROA).

(d) Required Customs Documents: Documents must be originals (or copies with a company stamp). Electronic copies or photocopied documents will not be accepted by GIROA. The carrier is responsible for checking the current requirements for documentation with the Afghanistan Customs Department (ACD) as specified by the U.S. Embassy Afghanistan's SOP for Customs Clearance Requests Operations (<http://trade.gov/static/AFGCustomsSOP.pdf>) and paragraph 4 below.

1. The U.S. Ambassador Afghanistan diplomatic note guarantees that the U.S. Government (USG) shipments are exempt from Afghanistan Customs duties and taxes. USG shipments do not provide commercial carriers with the authority to unnecessarily delay shipments or holdover shipments in commercial storage lots and warehouses while en route to its final destination. The U.S. Embassy expects that shipments will be expedited as soon as customs clearance paperwork is received from the respective GIROA officials.

2. Imports: Documentation must list the year, make, model, and color of the commodity, the commodity Identification Number (if applicable) and for vehicles, the Engine Block Number. The following documentation is required for all import shipments:

- a. An original Customs Clearance Request (CCR) prepared by the COR in accordance with Afghanistan customs guidance referenced in paragraph 4 below.
- b. Bills of Lading (for shipments by sea), Airway Bills (for shipments by air) or Commodity Movement Request (CMRs) (for overland shipments). In the consignee block, type in "US Military". This will help the Afghan Customs officials to recognize that the shipment belongs to the US Military and, therefore, the shipment is subject to tax exemption provisions as specified under the current Diplomatic Note or Military Technical Agreement (MTA).
- c. Shipping Invoices.
- d. Packing Lists. Required only if the shipping invoice does not list the cargo.
- e. An Afghan Government Tax Exemption Form (Muaffi Nama) purchased from the Department of Customs and Revenue and prepared in the local language by the carrier representative, shipping agent, or customs broker.
- f. A Diplomatic Note, prepared by DoD Customs, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions. Please note that DoD Customs is not responsible for registering vehicles.
- g. Commercially-owned equipment such as vehicles, construction machinery or generators that are leased and imported to Afghanistan for the performance of a USG contract may be subject to taxes and duties as determined by GIROA. If commercially-owned equipment is imported into Afghanistan in a duty-free status, that duty-free status only applies as long as the equipment is under the exclusive use of the USG contract. If the equipment is released at the end of the contract, applicable GIROA duties and taxes will apply to the owner if the equipment is not exported from Afghanistan or transferred to another USG contract.
- h. USG-owned vehicles must be exported at the conclusion of the project period or transferred to another USG entity. Under certain conditions, the USG may transfer equipment or vehicles to GIROA.

3. Exports: The following documentation is required for all export shipments:

- a. An original CCR prepared by the COR. If COR is not available, the Contracting Officer (KO) will prepare the CCR.
- b. Invoices.
- c. Packing Lists. Required only if the shipping invoice does not list the cargo.
- d. A Diplomatic Note, prepared by the DoD Customs Cell, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions.

4. Customs requirements from the GIROA may change with little notice. For current detailed instructions on customs guidelines in Afghanistan, refer to "The Instruction for Customs Clearance Request (Import/Export) Operations." In all cases, the carrier is required to obtain a copy of this document, found at the following link: <http://trade.gov/static/AFGCustomsSOP.pdf>

(e) Point of contact (POC) for customs issues is the USFOR-A Joint Security Office (JSO) J3 at DSN: 318-449-0306 or 449-0302. Commercial to DSN conversion from the United States is (732) 327-5130, choose option #1, and then dial 88-318 followed by your seven-digit DSN number.

(End of Clause)

5152.225-5915 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (JUN 2014)

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

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

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Operational Contracting Support Drawdown Cell as a resource to track or research employee's last known location and/or to view LOA's. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

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

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

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

Contract Number
Contract Description & Location
Company Name

Reporting party:
Name
Phone number

e-mail address

Victim:

Name

Gender (Male/Female)

Age

Nationality

Country of permanent residence

Incident:

Description

Location

Date and time

Other Pertinent Information

(End of Clause)

5152.247-5900 INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS (APR 2012)

a. Movement and coordination of inbound and outbound cargo in Afghanistan is critical to ensuring an effective drawdown. The contractor shall provide visibility of their inbound cargo and equipment via the Synchronized Pre-deployment Operational Tracker (SPOT) census for their contract. This requirement includes the prime and subcontractor's at all tiers cargo and equipment. The contractor shall report any individual piece of equipment valued at \$50,000 or more. Incoming cargo and equipment census data shall be input 30 days prior to start of performance or delivery of supplies and quarterly thereafter for inbound and outbound equipment.

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

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

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

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

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

(End of Clause)

5552.216-9006 ECONOMIC PRICE ADJUSTMENT FOR SCHEDULED SERVICES – MULTIMODAL (JUL 2013)

In order to protect the contractor and government against significant market fluctuations, the unit prices shall be adjusted on 1 August of each Option Year beginning 01 August 2016. The adjustment shall be based on the GII Pricing and Purchasing Industry Forecasting for North American Industrial Classification System (NAICS) codes as follows: **1. 481112, Scheduled Freight Air Transportation (90%) 2. 482111, Line-Haul Railroads (0.5%) 3. 483111, Deep Sea Freight Transportation (8%) 4. 484122, General Freight Trucking Long-Distance LTL (1.5%).**

In the event publication of any of the above indices is discontinued, the parties shall agree upon an appropriate substitute index.

- (a) Index figures subsequently revised by GII (e.g., amending formerly released indices by removing or replacing components within the index, describing revisions by footnote or appendix, significantly altering the method of calculating the index, or any other method) shall not warrant a retroactive price adjustment under the terms and conditions of this contract.
- (b) Price adjustments shall be executed via a contract modification.
- (c) Any price adjustments under this EPA clause shall be rounded to two decimal positions (e.g. \$1.50).
- (d) The formula for determining the adjusted unit prices for the Option Year is –

$$(I_N / I_{N-1}) \times P_N = \text{Adjusted Unit Price}$$

Where:

P_N = The current effective prices listed in the Schedule, where the subscript “N” represents the current contract performance period.

I_{N-1} = Index for the current contract period: 4-quarter average of the GII calculated index for the current contract performance period

I_N = Index for the adjustment period: 4-quarter average of the GII calculated index for the future contract period

Four Mode (Sample/Example)

481112, Scheduled Freight Air Transportation (90%); 482111, Line-Haul Railroads (0.5%); 483111, Deep Sea Freight Transportation (8%); and 484110, General Freight Trucking, Local (1.5%).

Contract performance start date is 1 July 2012. The first EPA will be effective on 1 July 2013.

Sample Calculated Index based upon 90% weighting for NAICS 481112, 8% for NAICS 483111, 1.5% for NAICS 484110, and 0.5% for NAICS 482111:

	Q1	Q2	Q3	Q4
Year 12	211.96	211.97	213.43	214.49
Year 13	215.36	216.41	217.58	218.63
Year 14	219.58	220.98	222.88	224.64
Year 15	225.17	225.19	225.72	226.10

Note: The below figures are provided as an example only. The first example shows a sample increase from the base year to the 1st option year. The second example shows a sample increase from the 1st option year to the 2nd option

year. This example assumes a base year beginning on 1 Oct 2011 with a one-year period of performance and two one-year option year periods.

BASE YEAR (1 Jul 2012 – 30 Jun 13) TO 1ST OPTION YEAR (1 Jul 13 – 30 Jun 14)

Example $P_N = \$2.34$, where subscript “N” = FY12

Example $I_{12} = \text{Avg from Q3 2012 through Q2 2013}$

$(213.43+214.49+215.36+216.41)/4 = 214.92$

Example $I_{13} = \text{Avg from Q3 2013 through Q2 2014}$

$(217.58+218.63+219.58+220.98)/4 = 219.19$

Example Adjustment: $P_{13} = [(219.19/214.92) \times \$2.34] = [1.0199 \times \$2.34] = \2.39

1ST OPTION YEAR (1 Jul 13 – 30 Jun 14) TO 2ND OPTION YEAR (1 Jul 14 – 30 Jun 15)

Example $P_N = \$2.39$, where subscript “N” = FY13

Example $I_{13} = \text{Avg from Q3 2013 through Q2 2014}$

$(217.58+218.63+219.58+220.98)/4 = 219.19$

Example $I_{14} = \text{Avg from Q3 2014 through Q2 2015}$

$(222.88+224.64+225.17+225.19)/4 = 224.47$

Example Adjustment: $P_{FY14} = [(224.47/219.19) \times \$2.39] = [1.024 \times \$2.39] = \2.45

(e) In addition, carriers may waive an EPA increase that results in higher prices or any part thereof for the entire contract or identified CLIN(s). The adjustment percentage shall apply to all pricing within the identified CLIN(s). Secondly, if the carrier elects to do so, they can offer the Government an additional downward price adjustment, effective at the time of the option exercise, in lieu of an increased EPA option year adjustment. A carrier may not waive a downward EPA adjustment.

(f) All EPA adjustment calculations will be based on the current year’s prices in the Schedule and the index calculations described above. A carrier shall not recoup previously waived EPA increases.

(End of clause)

ADDITIONAL LANGUAGE

1. Recompetition

1.1 The Government will initially establish the awardee pool by competitively awarding multiple-award IDIQ contracts. As future task order requirements within the program ceiling totals materialize, over the life cycle of this program, the Government will compete those requirements amongst all existing IDIQ contract holders to determine if the contract holders can adequately fulfill the needed capability. The Government reserves the right to reopen the competition under this solicitation if there is shortfall in meeting the requirements among the existing IDIQ contract holders or if it is in the Government’s best interest to add new contractors to the original pool of IDIQ contract holders. When/if the Government decides to reopen the solicitation, an announcement will be posted via FedBizOps allowing new CRAF/VISA offerors the opportunity to compete in a full and open competition for an IDIQ contract and task orders to meet the new requirements. Any existing IDIQ contract holder will not re-compete for an IDIQ contract. The competitions will use the same evaluation methodology and documentation (updated to reflect changes in regulatory provisions, requirements and certifications) as the original competition. Once a new awardee(s) is selected, that awardee(s) will be included in the awardee pool and will compete for future task orders. Subsequent to

a reopened competition, initial and new IDIQ awardees can compete for future task orders. The ordering period for new contractors being added to the initial awardee pool will coincide with initial awardees ordering period, inclusive of options, but shall not extend the overall term of the contract beyond the original ordering period nor shall it reestablish the contract base period, inclusive of options.

2. Service Contract Act Applicability

2.1 This contract incorporates the Service Contract Act, and applicable wage determinations. Requests for NTE increases during option years based on SCA wage determination increases will be considered by the Government, but only to the extent the increase impacts NTE rates above what was contemplated by the increase made applicable by the GII. Contractors will be required to demonstrate the increases in NTE rates were such that the GII index did not cover said increases.

LIST OF ATTACHMENTS

- Attachment 1 – Performance Work Statement (PWS)
- Attachment 2 – Invoicing & Payment
- Attachment 3 – Ordering Procedures
- Attachment 4 – Zone Pair Pricing Matrix (consists of the following tabs)
 - Tab – Accessorials|Priced Base
 - Tab – Accessorials|Priced OP1
 - Tab – Accessorials|Priced OP2
 - Tab – Accessorials|Priced 6-Mon
 - Tab – NTE Rates Base Period
 - Tab – NTE Rates Option Period 1
 - Tab – NTE Rates Option Period 2
 - Tab – NTE Rates 6-Month Extension
 - Tab – Weight Estimates
 - Tab – Transit Times
 - Tab – Legend
- Attachment 5 – Zone maps
- Attachment 6 – Security Controls and Template
- Attachment 7 – Safety and Audit Oversight Checklist
- Attachment 8 – Wage Rate Determination
- Attachment 9 – Reports and Formats
- Attachment 10 – List of Deliverables
- Attachment 11 – ITV Spreadsheet
- Attachment 12 – DLA Prime Vendor Cargo
- Attachment 13 – Prime Vendor Carrier Agreement
- Attachment 14 – Foreign Carrier Information Sheet

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SECTION 1 – GENERAL REQUIREMENTS

1.1. REQUIREMENT FOR CONTRACTORS TO PARTICIPATE IN THE CIVIL RESERVE AIR FLEET (CRAF) OR VOLUNTARY INTERMODAL SEALIFT AGREEMENT (VISA) AND MAINTAIN GOOD STANDING

This contract is conditioned upon the contractor being a Department of Defense approved carrier not in a suspended non-use status (carrier in good standing) participating in the Civil Reserve Air Fleet (CRAF) or Voluntary Intermodal Sealift Agreement (VISA) throughout the performance of this contract. For CRAF, the contractor shall be a U.S. registered air carrier operating under Federal Aviation Regulations, Part 121, and possessing a current certificate issued by the FAA pursuant to Federal Aviation Regulations, Part 121. For VISA, the contractor shall be owner/operator of U.S. Flag vessels which are in compliance with the Cargo Preference Act of 1904.

Scope of Contract. The contractor shall provide all personnel, training, supervision, equipment, Prior Permission Requests (PPRs), Diplomatic Clearances (DIPS), and customs clearance procedures necessary to perform international commercial transportation services to move DOD and other Government approved cargo. Multiple modes (i.e. airlift, sealift, linehaul) of transportation may be used to move cargo to/from multiple zones globally. Cargo moved under this contract will not transit the Pakistan GLOC.

1.1.1. Zones have been established for procuring transportation services. All zones shall include linehaul costs in the rate to transport the cargo to/from the door. In the event cargo is booked to/from a seaport with no provisions for onward movement, the port shall be considered the door.

1.1.2. The contractor shall provide a Not-To-Exceed (NTE) all-inclusive price-per-pound rate for each of the zone-pairs identified in Attachment 4 – Zone-Pair Pricing Matrix, Tab NTE Rates. The NTE rate shall encompass all available modes of transportation, i.e. airlift, sealift, linehaul. During the period of performance, the Government reserves the right to add or delete zones as a result of changing mission requirements.

1.1.3. Upon award of a task order, contractor is required to make immediate contact with the shipper and at least one SDDC Point of Contact (POC).

1.1.4. Upon award of a task order, contractor is required to contact the Shipper / Origin POC NLT 24 hours prior to departure.

1.2. Cargo

1.2.1. Contractors are responsible to have proper equipment and personnel necessary to be self sufficient at all ports and installations. (Shippers will be responsible to load/unload ground conveyances at origin/final destination.) Cargo may consist of containers, breakbulk, rolling stock, tricons and quadcons. (No commercial Flatracks or Open Top containers will be booked.)

1.2.2. Cargo may be booked as container or breakbulk cargo, depending on shipper requirements. Breakbulk or Government-owned/leased containers will retain surface shipping configurations throughout transport, to include airlift. Breakbulk cargo may be containerized for sealift and/or linehaul convenience at no cost to the Government.

1.2.3. Contractor-owned/provided containers will be unstuffed and reconfigured on commercial equipment (i.e. Air Pallets) prior to airlift, as described in subsequent sections, unless otherwise identified in the spot bid requirements. For inbound shipments to Afghanistan, the contractor is responsible for ensuring that all contractor-owned/provided equipment remain in contractor possession at all times.

1.2.4. Contractor shall coordinate pick up dates/times directly with shipper.

1.2.5. The Government reserves the right to require transportation of cargo through a particular SPOE, SPOD, APOE, and/or APOD. This requirement will be specifically communicated to carriers on the RFQ bid sheet. The term “carrier choice” indicates that the carrier may choose an appropriate seaport and/or airport.

1.3. Hazardous Cargo.

1.3.1. The Government will package, prepare, mark/label and certify all hazardous materials in accordance with AFMAN 24-204, International Civil Aviation Organization (ICAO) Directives, International Maritime Dangerous Goods Code (IMDGC) and Code of Federal Regulations, Title 49 (49 CFR). Cargo may include hazardous material Classes 2 through 9 as defined in the International Air Transportation Association (IATA) Dangerous Goods Regulation. If cargo does not comply with aforementioned regulations, the contractor may refuse to transport noncompliant hazardous cargo.

1.4. Required Delivery Date (RDD) & Cargo Availability Date

1.4.1. The contractor shall deliver all cargo by the Required Delivery Date (RDD) specified in the accepted booking. Changes to the RDD will be granted only as defined below:

1.4.2. When staging is directed by the COR as defined by Section 2 (*HG/HR guidance.*), contractor is recommitted to a new RDD in accordance with Section 2.

1.4.3. When a delay is authorized in writing by the COR as defined by Section 2 (*SD/BD and A1/A2 guidance.*), contractor is recommitted to a new RDD in accordance with Section 2.

1.4.4. When consignee is unable to accept local delivery of cargo prior to RDD, as defined by Section 2 (*AV guidance*), the contractor shall receive consideration for on-time delivery. However, due diligence shall be exercised to meet RDD or achieve delivery at the earliest possible time after RDD.

1.4.5. In instances where RDD relief is applicable based on AV submission, the Contractor must provide supporting documentation upon request of the cognizant SDDC COR or SDDC HQ Contract Compliance Branch.

1.4.6. Improper use of the AV transactions will result in a penalty of missed RDD against the associated shipment.

1.4.7. The contractor shall pick up cargo at Afghanistan origins within the specified number of days in the accepted booking.

1.4.8. Cargo Available Load Date (ALD). This is the date cargo is available to be picked up from the shipper. RFQs may require cargo to be picked up within an established number of days from the ALD. In those situations, the contractor shall pickup all cargo within the timeframe established in the RFQ and the accepted booking. ALD is synonymous with Required Load Date (RLD).

1.5. Delivery Notification and Receipt

1.5.1. Contractor shall schedule a date and approximate time for all deliveries with the consignee or consignee's agent at least 2 working days prior to any actual delivery of cargo. Does not apply to shipments to Afghanistan.

1.5.2. Contractor shall not deliver cargo on the same day as notification unless approved by the consignee. Does not apply to shipments to Afghanistan.

1.5.3. Contractor shall deliver cargo on a specific day if requested by the consignee provided the contractor can accommodate the request using the contractor's normal service.

1.5.4. If the date the delivery is requested is later than the RDD, the shipment will be considered staged in accordance with Section 2 HG/HR paragraph. Contractor must notify cognizant COR that consignee accepting cargo after RDD for staging approval to occur.

1.5.5. The contractor shall provide a delivery receipt for the consignee or consignee's agent to sign to acknowledge receipt of the containers or pieces and to annotate any exceptions.

1.5.6. The contractor shall display a placard on the cargo or conveyance with identifying marks where required by local practice.

1.5.7. A signed delivery receipt with no damage noted does not preclude the Government from pursuing a claim for damages discovered after delivery. If damage is later discovered, the contractor will be notified and requested to survey cargo.

1.5.8. Delivery receipt shall contain the following information: carrier, PCFN, IBS TCN, container number (if applicable), consignee DoDAAC, final destination location, truck number, driver name, date cargo arrived at final destination, date/time cargo in-gated at final destination, date/time cargo off-loaded at final destination, printed consignee name, consignee's signature, remarks section. Additional information may be included as necessary. Contractor shall maintain a copy of the delivery receipt.

1.6. Customs.

1.6.1 The responsibilities for cargo clearance under this contract are shared between contractor and Government.

1.6.2. For many locations, the Government has principal responsibility for cargo clearance and performs the majority of tasks incident to clearance. These include the preparation of documents or entry into automated customs systems but, by local practice the Government may require the contractor to perform tasks such as document pickup and delivery, presentation of documents to appropriate customs officials and payment of processing fees.

1.6.3. Costs incurred by the contractor to provide these incidental services shall be included in applicable pricing. At Table 1.6.11 is a list of locations where the Government has principal responsibility for cargo clearance.

1.6.4. Hardcopy document clearance

1. Government (shipper) prepares a cargo clearance request package (Complete except for any contractor provided documents).
2. Government may submit to customs or give to the contractor for the contractor to combine with contractor documents (such as bill of lading) and deliver to customs officials, pay minor processing fees, obtain approvals and notify any others needing to be notified when clearance is approved.

1.6.5. Contractor-Arranged Cargo Clearance: Contractor acts on behalf of Government to obtain cargo clearance.

1.6.6. When Contractor-Arranged Cargo Clearance is ordered by the Government, the contractor has principal responsibility for customs clearance.

1.6.7. Contractor-Arranged Cargo Clearance includes, as required by local practice additional services that include,

1. Coordination with shipper/consignee and local customs authorities to obtain and/or prepare (except for signature) all necessary documentation for cargo clearance;
2. Provide prepared forms/documents to receiver/Government for signature;
3. Deliver documents to the customs office, and ensure that documentation is provided to all local entities as required to permit release and on-carriage of cargo to final destination.

1.6.8. Additional countries may be added to Table 1.6.11 should it be determined that the Government has increased its presence in a country, and that the Government shall provide clearance services as described by 1.6.2.

1.6.9. Countries shall be removed from Table 1.6.11 via bilateral modification should it be determined that the Government has decreased its presence in those countries, and that the Government can no longer provide clearance services as described by 1.6.2.

1.6.10. The shipper will provide the Contractor with appropriate shipper generated customs documents at least three business days prior to vessel departing port of origin.

Table 1.6.11

United States territories and possessions
Kuwait

1.6.12. Notification of Cargo Held by Customs.

1.6.12.1. The contractor shall promptly notify the cognizant COR and SDDC Battalion within 24 hours if cargo is held up by customs, or if the local authorities require direct Government intervention for cargo customs clearance.

1.6.13. Contractor will ensure that cargo remains within designated customs free zones and/or that cargo remains customs cleared by host nations. The contractor will be required to coordinate all activities with the host nation to implement the requirements in this work statement to include duty-free customs clearance, transit and landing rights.

1.7. Supply Chain Security.

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

1.8. Exceptions**1.8.1. Cancellation/No Shows**

1.8.1.1. The Government may unilaterally cancel the Multimodal booking/ movement without penalty, provided notification is given to the contractor. The Government will provide cancellation notice at least 24 hours prior to scheduled pickup at origin. Special situations shall be addressed by the Contracting Officer.

1.8.1.2. The contractor shall notify the cognizant COR of cargo not tendered to the contractor in time to meet the booked departure that has not been cancelled or rebooked.

1.8.1.3. For cargo that misses the booked departure through no fault of the contractor, the contractor shall move cargo on the next scheduled departure after receipt of cargo from the Government. Contractor shall notify shipper and origin Ordering Officer at time of occurrence and request a cargo roll using the Pipeline Asset Tool (PAT), Booking Reconciliation Tool (BRT)

1.8.1.4. When the Government notifies the contractor cargo is not available for a booked movement, the contractor shall then designate a new vessel, aircraft, or other mode of conveyance based on the revised availability of cargo. Should the "roll over" cargo not show for the follow on designated departure, the booking shall be cancelled and the cargo rebooked.

1.8.1.5. The contractor shall in no event hold the Government liable for demurrage, dead freight or associated charges by failing to release cargo in time to meet a specified pickup.

1.8.2. Rerouting of Cargo

1.8.2.1. Any changes in the booked routing must be coordinated with the Ordering Officer. Delays due to route changes made by the contractor will not result in additional monetary compensation. If the Government reroutes cargo compensation will be negotiated with the Contracting Officer on a case-by-case basis.

1.8.3. Staging

1.8.3.1. The contractor shall stage cargo upon US Government request by the cognizant COR via PAT Delay Request and Authorization Portal (D-RAP). The HG EDI event transaction will be auto-generated by the D-RAP as outlined in paragraph 2.3.3.2 upon shipment entry into the staging location.

1.8.3.1.1. The Contractor shall end cargo staging upon US Government request by the cognizant COR via the D-RAP. The contractor shall commence on-carriage within 2 calendar days and the HR EDI event transaction will be auto-generated by the D-RAP as outlined in paragraph 2.3.3.3. upon actual dispatch of cargo from staging location.

1.8.3.2. Contractor will provide a dispatch plan to cognizant COR and cognizant SDDC Battalion if unable to dispatch all called forward cargo within 2 calendar days.

1.8.3.3. 15 days after contract award, contractor will provide detailed information to the Contracting Officer of all carrier holding yard locations (including latitude/longitude) to be used to store Government cargo for zones 14-36. Contractor is required to provide updates to the Contracting Officer as holding yard locations change.

1.8.4. Broken/Replacement of Seals

1.8.4.1. The contractor shall notify the Shipper, Ordering Officer, and COR electronically within 24 hours of discovery that cargo has been tampered with and if a seal on unit cargo has been broken and/or replaced while the cargo is in the possession of the contractor. A complete written report of the circumstances and reasons shall be provided to the cognizant COR.

1.9. Cargo Concealment

1.9.1. When service is ordered, the contractor will conceal/cover any non-containerized cargo that is in the open on a given conveyance. The contractor shall provide necessary material to cover cargo completely so that the cargo is concealed from view while being transported. Concealment materials shall be weather resistant, non-transparent and shall remain secured and in place during the complete transit of cargo. The contractor shall repair or replace any material used for concealment if damaged in transit. In addition, concealment material shall remain on the cargo until final destination unless otherwise directed by the Government. The contractor shall be responsible for the removal and the disposal of such material, unless otherwise directed by the Government.

1.9.2. Concealment material may include tarps, crates, and any other material deemed necessary, by mutual agreement between the contractor and the Ordering Officer. The Government may request specific material depending on the nature of the cargo.

1.10. Contractor-Provided Equipment

1.10.1. Container Standards. Upon request, contractors shall provide containers with clearly marked container numbers that are clean, dry, empty, odor free, suitable for protecting cargo from damage and comply with ISO, International Maritime Organization (IMO), and Convention of Safe Containers (CSC) standards. (No Commercial Flatracks or Open Top Containers will be booked.)

1.10.1.1. Substitution of Equipment: When the contractor has accepted a booking and does not provide the conveyance listed in the booking, the contractor shall provide a suitable alternative agreed upon by the shipper and the Ordering Officer at no additional cost to the Government.

1.10.1.2. Chassis Requirements. For origin CONUS shipments, any containers delivered to the Government or spotted by the contractor must be on a contractor-provided chassis that supports stuffing/unstuffing operations by the Government. The chassis must remain with the container while in the custody of the Government; unless this requirement is waived by the cognizant COR. Blanket waivers for specific areas or destinations may be issued by the cognizant COR upon request.

1.10.2. Providing Empty Containers to Shippers

1.10.2.1. Spot Date

1.10.2.1.1. At least 24 hours prior to the spot date annotated in the booking, the contractor shall notify the cognizant Ordering Officer and shipper of any containers, which cannot be spotted to meet booking requirements.

1.10.2.2. Drop and Pick Service

1.10.2.2.1. The contractor shall spot the requested equipment at the location on or before the date and time specified in the booking.

1.10.2.2.2. When requested by the Ordering Officer, the contractor shall provide drop and pick service or round robin drop and pick which shall be included in the contractor's rate.

1.11. Government Furnished Containers (GFC)

1.11.1. The contractor shall provide a chassis for GFC shipments, unless this requirement is waived by the local shipping/receiving facility or custom of the trade does not normally call for the use of chassis.

1.11.2. The contractor shall be liable for loss or damage to the GFC resulting from the contractor's negligence while in the contractor's possession.

1.11.3. GFC includes 8.0'- 9.5' high x 8' wide x 20/40' long ISO dry cargo containers, reefer containers and flat racks. GFC may be Government-owned or leased containers.

1.11.4. Contractor has the right to refuse a GFC for shipment if it is not properly numbered, or that does not comply with ISO, IMO and CSC Standards. Contractor shall coordinate with cognizant COR before performing any service for an improperly numbered container. When a GFC is booked as breakbulk, the contractor does not have the right to refuse an improperly numbered GFC or one that does not comply with ISO, IMO and CSC Standards.

1.12. Containerization for the Convenience of the Contractor

1.12.1 For breakbulk cargo booked by the Government, the contractor may, in its discretion, containerize such cargo for operational convenience without any additional cost or expense to the Government. However, breakbulk cargo containerized for Contractor's convenience must be de-containerized and made available for customer pick up within 2 working days after discharge, and is considered breakbulk cargo.

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

1.13.1. Defense Logistics Agency - Energy (DLA-E) Ground and Aviation Fuel. If the contractor is authorized to purchase fuel from DLA-E, a Fuel Purchase Agreement (FPA) must be completed. DD Form 1896 DOD Fuel Identaplates will be prepared for the prime contractor (carrier) and the prime contractor may distribute the identaplates out to their respective subcontractor(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. Cash purchases are not authorized. Payment for fuel is a contractor responsibility and is not a reimbursable expense.

1.13.2. If DLA-E fuel supply levels become a concern, the Government reserves the right to restrict the amount of fuel to be uplifted or rescind the contractor's ability to purchase DLA-E fuel.

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

1.14. Exterior Cargo Rinsing Service

1.14.1. The purpose of cargo rinsing service is to remove road dirt and other contaminants from cargo that was cleaned and found to be acceptable for entry into the US prior to tendering to the contractor. Contractor shall clean cargo to a condition acceptable for entry.

1.14.2. Includes costs to move cargo to the rinse facility or to move rinse equipment to the cargo.

1.14.3. The contractor may choose where to perform the rinsing service unless location is specifically directed by the Ordering Officer.

1.14.4. Contractor shall re-rinse cargo at POD if rejected by customs/agriculture authorities, at no cost to the Government if it is determined that rejection occurred at fault of contractor.

1.14.5. For cargo containerized by the Government, rinsing service applies to exterior of container. For cargo containerized at contractor's convenience, rinsing applies to exterior of cargo.

1.15. Other Services.**1.15.1. Exterior Cargo Washing Service**

1.15.1.1. All cargo entering the US must be free from contaminated soil and pests. "Cargo will not be loaded aboard a final conveyance in a foreign country, for movement to the US, unless it is free of animal and plant contamination or pest infestations as required by the US Port of entry Customs Border Protection-Agriculture Inspection Service officials (CBP-AIS) and USDA Animal and Plant Health Inspection Services (APHIS)." Washing of cargo must comply with the following: 7 CFR 330.300, Defense Transportation Regulation (DTR) 4500.9R, Part V, Chapter 502, 505, and Chapter 506. Detailed cleaning and inspection procedures can be found in the Armed Forces Pest Management Board Technical Guide No. 31, Contingency Retrograde Wash-downs: Cleaning and Inspection Procedures.

1.15.1.2. Accessorial Rate includes costs to move cargo to the wash facility or to move the wash equipment to the cargo.

1.15.1.3. The contractor may choose where to perform the washing service, unless the location is specifically directed by the Ordering Officer.

1.15.1.4. When washing services are ordered, contractor shall re-wash cargo at POD if rejected by customs/agriculture authorities at no cost to the Government if it is determined that rejection occurred at fault of contractor.

1.15.1.5. For cargo containerized by the Government, washing service applies to exterior of container. For cargo containerized at contractor's convenience, washing applies to exterior of cargo.

1.15.2. Interior Cargo Washing Service.

1.15.2.1. The vehicle cab and all interior storage and tool compartments must either be swept, compressed air cleaned, sprayed with water, and/or wet/dry vacuumed; including the floor, under the seats, trunk, spare tire & spare tire well. When utilizing water pressure machines or steam to clean, cover the dashboards and areas where electronics may be damaged with plastic or other protective lining prior to starting. The focal point of the interior cleaning should be the floorboard area, including lower compartments utilized for storage where most soil accumulates. Interior must be cleaned to USDA Standards.

1.15.2.2. Upon tender to the contractor, the vehicle will be free from all contraband to include weapons, ammunition and classified material. Contractors may refuse to accept cargo from the government/shipper if cargo is not free of these materials.

1.15.2.3. Accessorial Rate includes costs to move cargo to the wash facility or to move the wash equipment to the cargo.

1.15.2.4. The contractor may choose where to perform the washing service, unless the location is specifically directed by the Ordering Officer.

1.15.2.5. When washing services are ordered, contractor shall re-wash cargo at POD if rejected by customs/agriculture authorities, at no additional cost to the Government. if it is determined that rejection occurred at fault of contractor.

1.15.3. Warehousing. The Government may elect to add this service as required. Contract holders will have the opportunity to offer rates at that time.

1.15.4. Perishables Transportation.

1.15.4.1. Upon discharge at the POD, the carrier will be responsible for the unstuffing, storage, preparation, aircraft loading/unloading and final delivery of Class 1 Prime Vendor cargo

1.15.4.2. Carriers must perform all unstuffing, storage and preparation actions at a VETCOM-approved facility and have the proper equipment and personnel necessary to be self-sufficient. Carriers shall ensure that all cargo is properly and safely prepared for shipment and adhere to all required delivery dates (RDDs) specified in the bookings.

1.15.4.3. Carriers will stage cargo in a secured facility/location until airlift. Customs clearance, transportation to the aircraft, loading/unloading of cargo to/from the aircraft and final delivery to the consignee shall be performed by the carrier.

1.15.4.4. Cold chain requirements: The carrier shall be responsible for proper product storage, segregation and delivery in excellent condition.

1.15.4.4.1. In order for frozen items to be accepted, the following criteria must be observed:

1. Packages must be solid, not soft, upon arrival;
2. Container and wrapping must be intact, not damaged, and in a solid condition;
3. Packages must be free of drop and show no evidence of thawing and re-freezing (i.e. watermarks on boxes, off odor) or dehydration;
4. Cello wrapped packages must not be discolored or show other signs of freezer burn.

1.15.4.4.2. Contractor shall maintain temperature-control for all freeze, protection-from-heat and chilled cargo throughout the transportation process to include but not limited to, unstuffing, storage, preparation, aircraft loading/unloading and delivery processes in accordance with the temperature range and variance specified in the IBS booking. As a general guide:

1. Freeze items must be maintained at 0 degrees F;
2. Protection-from-heat items must be maintained below 70 degrees F;
3. Chilled items must be maintained at 32-40 degrees F;
4. Ice cream must be maintained at -10 to 0 degrees F.

1.15.4.5. The carrier shall develop and maintain a method of reporting the location of all cargo. The carrier shall notify the Prime Vendor as well as designated US Government representatives when cargo is transferred from one conveyance to another and maintain ITV during such operations.

1.15.4.6. Prime Vendor requirements are identified in Attachments 12 and 13.

1.16. Transportation Discrepancy Reports (TDR)

1.16.1. The Government will process cargo claims in accordance with the Defense Transportation Regulation, Volume II, Chapter 210, and the contractor agrees to cooperate with Government efforts to resolve claims for loss or damage to Government cargo.

1.17. Contractor Personnel.

1.17.1. 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.

1.17.2. Customer Service-The contractor shall submit points of contact who can respond to Government activities on a 24/7 basis to provide expert assistance in answering questions, exchanging information, and resolving problems. The contractor shall provide specific points of contact no later than 7 days after contract award.

1.17.3. 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.

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

1.17.4.1. 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.

1.17.4.2. 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.

1.17.4.3. Common Access Card Eligibility and Issuing Procedures

1.17.4.3.1. Contractors may be allowed CAC's under this contract if the following conditions are met and are approved by the COR/CO or Functional Manager for the contract:

1.17.4.3.2. CAC's will be issued only to United States Citizens for this contract. Foreign Nationals will not be allowed CAC's unless they possess a legal residence status within the United States for a minimum of 3 years and obtain a positive result from FBI fingerprint check, and an initiated National Agency Check with Written Inquiries (NACI) through the USTRANSCOM Security Services Center. ***(The details outlined in Attachment 3 of DTM 08-003, Subparagraph 3(b/c/d) do not apply in respect to foreign nationals and contractor CAC issuance)***

1.17.4.3.3. CAC's will not be issued to personnel that are in located in CONUS and who do not have physical access to a base on a frequent basis. Frequency is identified by installation access for four (4) days a week with a desk, phone and computer on this installation ***(Scott Air Force Base Instruction 31-101. This is a controlled publication and may only be accessed by personnel on the EIM site for Scott AFB).***

1.17.4.3.4. Those personnel who need access to an installation may obtain the Transportation Worker Identification Card (TWIC) for CONUS bases and sites only. The TWIC and the Defense Biometric Identification Database System will allow for installation access in CONUS. Contractors with TWIC's will be required to register at each installation in the DBID's. TWIC's can be obtained by going to the following website (http://www.tsa.gov/what_we_do/layers/twic/index.shtm) and the successful completion of the prescribed application process. USTRANSCOM or HQ SDDC does not facilitate any TWIC issuance or investigation process for the TWIC.

1.17.4.3.5. CAC's will not be issued to contractor personnel OCONUS or at forward operating bases if there exists another access control identification card. The CAC will only be issued if another identification card does not exist. CAC's are primarily used for logical access to Government networks and the CAC will not be primarily used only for physical access if other credentials exist.

1.17.4.3.6. If personnel are approved for CAC's by the Contracting Officer (CO) or Contracting Officer Representative (COR) the name and social security number will be forwarded to the USTRANSCOM Security Services Center for validation of background investigation levels. Upon notification by the SSC that contractor personnel meet the required investigative and clearance levels, the personnel may be loaded by the decision of the CO/COR or functional manager in CVS for an expiration on their CAC for the base year, plus two option years, for a three year total, if the contract is fully funded. If the contract is unfunded or funded on a yearly basis requiring recertification of funding by USTRANSCOM TCAQ/TCJ8, CACs will only be loaded for the current period of performance. All CAC issuance will be based on the favorable NACI investigation.

1.17.4.3.7. If a NACI package is returned under a NO DETERMINATION MADE disposition from the clearance adjudication facility (CAF) then it will be reviewed by three levels within USTRANSCOM Force Protection to accept the risk and allow for the CAC to be retained. If the determination is made to not allow for a CAC to be

retained the Chief of Force Protection for USTRANSCOM will be the final determination and the contract company will be notified that the CAC will be returned.

1.17.4.4. Visits to USTRANSCOM/HQ SDDC Building

1.17.4.4.1. All visit(s) by contractor personnel to USTRANSCOM or HQ SDDC will require an electronic visit request be submitted using the Joint Personnel Adjudication System (JPAS). JPAS visits can be forwarded to the Security Management Office (SMO) code: USTC-SDDC. The visit request will annotate the contract number in the POC block of the visit request and the name of the COR/CO in the phone number block. Visits may be initiated for the base or option year period only and not the entire duration of the contract.

1.17.4.5. Additional Security Conditions

1.17.4.5.1. Upon completion of this contract, the contractor's personnel shall surrender all Government supplies, materials and equipment to the COR or designated representative. All contractor personnel assigned to this contract and located at Scott Air Force Base will out-process through the Security Services Center. Any assigned contractor personnel who possess security badges shall turn in those badges into the issuing authority it was derived from during out-processing. Contractor personnel shall out-process on the last day of the contract or upon termination or reassignment from duties under this contract. All CAC's issued in support of this contract regardless of where they were issued, will be returned to the Trusted Agent (TA) in the Contract Verification System (CVS) at USTRANSCOM for return to the Security Services Center for accountability in the system. The contractor will send the CAC to USTRANSCOM through certified mail to track the credential.

1.17.4.5.2. The Government shall ensure the roles/privileges assigned to contractor personnel on the Government computing platforms 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.

1.17.4.5.3. If the Government notifies the contractor that the employment or the continued employment of any contractor personnel is prejudicial to the interests or endangers the security of the United States of America, that employee shall be removed and barred from the worksite. This includes security deviations/incidents and credible derogatory information on contractor personnel during the course of the contract's period of performance. The contractor shall make any changes necessary in the appointment(s).

1.17.4.6. Security Regulation Guidance: Department

of Defense (DOD):

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)

8500.1 (Information Assurance (IA))

2000.12 (DOD Antiterrorism (AT) Program)

8500.2 (Information Assurance (IA) Implementation)

DOD regulations found at: <http://www.dtic.mil/whs/directives/corres/pub1.html>

Scott Air Force Base:

SAFB Instruction 31-101 (Installation Security Instruction)

(Restricted publication. Sent only to .mil domains when forwarding. Not for public distribution.) USTRANSCOM Instruction 31-11 (USTRANSCOM Security Program)

1.18. Freight Reporting

1.18.1. Contractors are required to submit monthly report based on all completed shipments made during the reporting period. Reports will be submitted electronically to the Contracting Officer (or designated representative) by the 20th of each month following the preceding calendar month. For instance, a report covering data for the month of May shall be due on June 20. The report shall be in Microsoft Excel for Windows “.xls” format broken down to the PCFN level and contain the following data elements:

1. PCFN
2. Booked weight
3. Scale weight
4. Dimensional Weight
5. Billed weight

1.19. CONOPS:

1.19.1. Upon Government request, contractor will provide a complete CONOPS report to SDDC for review prior to cargo being booked. CONOPS requirements will be provided at time of the request.

1.20. Vessel Schedules

1.20.1. For service between countries or ports where multi-modal service is required, the contractor shall provide and maintain schedules in Integrated Booking System (IBS) prior to submission of the spot bid. Vessel schedule changes that occur prior to scheduled departure may result in cancellation of booked cargo at no cost to the Government.

1.21. Subcontracting

1.21.1. Subcontractor Responsibility. The contractor shall have the responsibility to determine the suitability of its prospective subcontractors. The contractor is responsible for the delivery of services required by the booking. This responsibility extends to the performance of any other provider the contractor may subcontract to in order to perform the services ordered. Special factors related to performance of this contract compel the contracting officer to assist in that determination. These factors include critical requirements, substantial subcontracting, safety concerns, risk of terrorism and hostilities, and rapidly changing organizational forms that mask prior performance records and relationships with affiliated concerns. To facilitate this determination, contractors shall submit a Foreign Carrier Information Sheet to the Contracting Officer (Attachment 14) for each foreign flag carrier used in contract performance within 10 days of contract award or prior to use of a new foreign flag subcontractor after contract award. Except for at time of award, before a foreign flag carrier will be permitted to perform as a subcontractor under this contract, the contractor shall receive approval from the contracting officer based upon a positive determination of subcontractor suitability. At time of award, the contractor will be permitted a 120-day grace period to use subcontractors without contracting officer approval while the subcontractors are being vetted. However, the Government will not be liable for any costs associated with safety audits pursuant to paragraph 1.21.2.1. which may have been completed during this grace period and prior to contracting officer final approval. Periodically, the contracting officer shall make available to the contractor the name of potential subcontractors with questioned suitability. 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's satisfaction that demonstrates the subcontractor's suitability.

1.21.2. When subcontracting for air transportation, the contractor shall use CRAF carriers to meet the requirement. CRAF carriage on U.S. flagged aircraft is **required and only authorized** when the consignor or consignee is at one of the following locations and/or all flights arriving at and/or departing from the following locations: Bagram, Mazar-i-Sharif, Kandahar, and Kabul. If technical requirements exceed (cargo size or weight) aircraft available by any CRAF carriers, the contractor shall only use carriers capable of performing the service and, at a minimum, comply with the technical requirements identified in the Safety and Audit Oversight Checklist.

1.21.2.1. The contractor is required to ensure the completion of the safety and audit oversight program on all Non-DoD Approved subcontracted air carriers. At a minimum, the contractor shall ensure compliance with the technical requirements identified in the attached Safety and Audit Oversight Checklist. This assessment will be based upon a safety audit performed by the contractor or an independent International Air Transport Association (IATA) accredited 3rd party audit organization. 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. 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.

1.21.2.2. Following completion of each safety audit, the contractor shall issue a "Statement of Compliance" to the Contracting Officer affirming each non-DOD approved subcontractor complies with the technical requirements of paragraph 1.21.2.1. above. This certificate shall be valid for 24 months. The contractor must 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."

1.21.2.3. Within 10 days of contract award, the contractor shall provide the Contracting Officer a complete MS-Excel spreadsheet listing of all air foreign flag subcontractors used in performance of this contract. The information shall include the carrier's name, aircraft type, aircraft registration number, aircraft country of operating certificate, and the date of the contractor's last audit on the subcontractor. Any subcontractor changes shall require the contractor to provide an updated list to the Contracting Officer within five business days. Note: The Government retains the right to request copies of all completed audit reports.

1.21.2.4. Incident Reporting. In the event of an air, surface, or ground safety incident in CENTCOM AOR, the contractor shall immediately notify the CDDOC (Tel: 011-965-2389-5217), AMD/APCC (Tel: 011-974-458-9555, after prompt enter 436-4186), SDDC HQ COC (Tel 618-220-4262), the cognizant COR and the Contracting Office (Tel: 618-220-7083/7118). The contractor shall state their name, whom they represent, incident type, incident location, aircraft or vehicle type, aircraft tail number, and incident time (Zulu). Additionally, the contractor shall forward the CDDOC, AMD/APCC, SDDC HQ COC, cognizant COR and Contracting Office a completed Incident Report Form documenting the circumstances surrounding the incident within 2 hours (to include copies of the cargo manifest).

1.21.3. When subcontracting for sea transportation, the contractor shall use U.S. Flag VISA carriers when available to meet the requirement. The contractor shall use the VISA priorities when making alternative service arrangements and shall not use a lower VISA priority than that identified in the awarded booking without approval of the Contracting Officer.

1.21.4. Subcontracting Report. Monthly, the contractor is required to submit a subcontracting report for all tiers of subcontractors. The report shall identify the total dollars subcontracted to other companies and what services they performed. In addition, the report shall identify the 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 total dollars subcontracted to Afghan and CASA entities shall be broken out by the individual states. The report is due within 15 calendar days after the end of the month.

1.22. Prior Permission Required (PPR) Process.

1.22.1. The Government will provide the contractor with all cargo data necessary for the completion of aircraft clearance including customs, and similar documents. The contractor shall retain responsibility for furnishing appropriate agencies all required manifest, and border clearance documents, covering all cargo aboard the aircraft upon entry into the 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 cargo. The Government is not obligated to pay, or reimburse the contractor for payment, of any such charges. The International Flight Information Manual (IFIM) in conjunction with the host nation's Aeronautical Information Publication (AIP) includes the process and/or points of contacts for obtaining civilian clearances. When a foreign country requires that a carrier under contract to USTRANSCOM submit a clearance request through US diplomatic channels for approval, this fact, along with the procedures to be followed, will be noted in the DOD Foreign Clearance Guide (FCG), DoD 4500.54-M, <https://www.fcg.pentagon.mil>. Contractors shall adhere to the guidelines outlined in this appendix when operating missions under this contract that require clearances to be submitted through US diplomatic channels and shall consult the DOD Foreign Clearance Guide for specific US Defense Attaché Office (USDAO) requirements or country restrictions to supplement IFIM and AIP requirements. Contractors can obtain a user name and password for

access to the on-line FCG by contacting HQ USAF/A5XP by e-mail at fcg@pentagon.af.mil or by calling (703) 614-0130.

1.22.2. 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. NOTAMS can be found at the following website: <https://isfcc.ncia.nato.int/default.aspx>.

1.22.3. Contractor will obtain PPRs prior to each airlift mission through the CDDOC or respective airfield managers. Additional information on airfield slot times for all strategic, fixed-wing flights can be obtained from the following website: <https://isfcc.ncia.nato.int/default.aspx>.

1.22.4. In the event the contractor cannot comply with the approved PPR, the contractor shall immediately coordinate with the local airfield manager and the CDDOC.

1.22.5. 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.

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

1.22.7. Aircraft Recovery Process.

1.22.7.1. 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.

1.22.7.2. 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.

1.22.8. Pre-Alert Notification.

1.22.8.1. 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.

1.22.8.2. 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.

1.23. Driver Free Time and Driver Wait Time

1.23.1. Driver free time will commence once the contractor has notified the consignor or consignee that the cargo is available for loading or unloading. Cargo is considered available for loading or unloading when placed in a location so it can be immediately accessed for loading or unloading within the consignor or consignee's normal operating hours or acceptance hours. If the consignor or consignee requires pickup or delivery appointments, wait time spent due to early or late arrivals will not count towards free time. If a contractor is prepared to position its conveyance for loading or unloading, but is prevented from doing so due solely to a Government delay, driver free time will commence at that time. Driver free time shall not commence unless, and until, the contractor has notified the consignor or consignee that its conveyance is at the shipping or receiving facility but is unable to position its conveyance for loading or unloading due to a Government delay.

1.23.2. If loading or unloading is not completed by the close of business for that location, time will resume at the beginning of the next business day.

1.23.3. Driver wait time shall start when driver free time ends. Driver wait time shall end when consignor or consignee notifies the contractor in writing that loading or unloading has been completed and that the conveyance is available for pickup. Such notification shall constitute release of contractor's equipment.

1.23.4. Invoices for driver wait time payments based on Government delays must be submitted via the PAT Invoice Processing Portal (IPP) in accordance with attachment 2 for validation and must include substantiating documentation to establish entitlement to these additional fees. Contractors are required to keep separate documentation for payment purposes. In the event of a dispute between the contractor and consignee records, the consignee's records will prevail. Minimum documentation shall include: date/time contractor arrived; date/time contractor available for loading or unloading; date/time loading or unloading complete; TCN; PCFN/booking number; and origin or final destination location and DODAAC. Contractor shall be compensated as described at 1.23.6.1

1.23.5. Driver Wait Time Incurred in Zones 14-36 Driver wait time applies only to charges incurred when the driver is in line outside the final destination waiting to deliver cargo.

1.23.5.1. Free time shall start when the driver is in line outside the final destination waiting to deliver cargo and contractor provides notice by submitting an "AV" EDI transaction that indicates the consignee is unable to accept the cargo.

1.23.5.2. The receiver shall have driver free time as indicated in the Driver Free Time column in Table 1.23.6.1 below, starting from the date of arrival in line outside base gate. The contractor shall be paid waiting time at the rates in Table 1.23.6.1 below for periods in excess of free time.

1.23.5.3. Driver wait time shall end when the cargo is delivered (EDI X1) or government requests staging and shipment is in-gated (EDI HG) at staging location

1.23.5.4. Shipments delivered with evidence of tampering or loss shall be investigated by base security; drivers may be detained for questioning by base security. If investigation determines no tampering occurred, applicable wait time rates will be paid. If the investigation determines that tampering/pilferage has occurred, driver wait time will not be payable.

1.23.5.5. Invoices for driver wait time will be submitted in accordance with Attachment 2.

1.23.6. Driver Free Time and Driver Wait Time

Table 1.23.6.1.

<u>Location</u>	<u>Driver Free Time</u>	<u>Driver Wait Time Rate</u>
Zones 1-11	4 hours	\$15.00 per quarter-hour *
Zones 12-13	Ends at 2359 day of arrival	\$25.00 per hour
Zones 14-36	Ends at 2359 day of arrival	\$150.00 per day

*Note: For zones 1-11, round to next higher quarter hour

1.23.7. For locations not identified in table 1.23.6.1, contractor may request reimbursement of actual expenses for driver wait time incurred after expiration of free time which ends at 2359 day of arrival.

1.23.8. Live Load / Unload

1.23.8.1. The contractor shall provide live load and/or live unload service at the origin and/or destination as follows:

1. When agreed to by the shipper when the contractor schedules pickup.
2. When agreed to by the receiver when the contractor schedules delivery.

1.23.8.2. The contractor and the shipper/receiver shall set a live load/unload appointment (date and time and specific location). For locations described in Table 1.23.6.1, the shipper/receiver shall have free time as indicated in the free time column, starting from the time of the appointment to loading/unloading of the cargo. The contractor shall be paid waiting time at the rates in Table 1.23.6.1 for periods in excess of free time. In the event the contractor arrives 15 minutes or later after the agreed time, the shipper/receiver may load/unload the cargo immediately or reschedule the loading/unloading for a later time. In either case, free time starts upon actual start of loading/unloading operations. Shippers/Receivers may also cancel the appointment and reschedule for a different day at no additional cost to the Government.

1.23.8.3. When indicated in the spot bid process, the contractor shall pick up empty Government owned or leased containers from locations separate from the designated loading location and deliver them to the shipper for loading. The contractor shall include the cost of this service into their spot bid rate. The container shall be spotted at the shipper's location using rules for live load, drop and pick or pool as would apply for a contractor provided container.

1.23.8.4. Shipments delivered with evidence of tampering or loss shall be investigated by base security and drivers may be detained for questioning by base security. If investigation determines no tampering occurred, applicable wait time rates will be paid. If the investigation determines that tampering/pilferage has occurred, wait time will not be payable.

1.24. Information Assurance

1.24.1 Requirement for contractor Information Assurance (IA) Report

The Contractor shall provide an Information Assurance Report to describe their environment that safeguards DOD non-public information resident on or transiting the contractor's unclassified information systems from unauthorized access and disclosure. Protection measures applied should consider the risks (i.e. consequences and their probability) of loss, misuse, unauthorized access, or modification of information. The report shall address the SANS (SysAdmin, Audit, Network, Security) Institute's Twenty Critical Security Controls for Effective Cyber Defense: Consensus Audit Guidelines (<http://www.sans.org/critical-security-controls>) and be provided in accordance with the attached template at Attachment 6 to the contract. The contractor is encouraged to provide additional information above and beyond what is outlined in the SANS guidelines to enhance the government's understanding of their information security posture. The report will be updated 30 days prior to exercise of an option period, if applicable.

1.24.2 Cyber Security Incidents

1.24.2.1 Reporting Requirements

1.24.2.1.1 The contractor shall report to the following two Government organizations as soon as possible upon discovery of any suspected cyber intrusion events that affect DOD information resident on or transiting the contractor's unclassified information systems.

1. USTRANSCOM Cyber Operations Center (CyOC)
E-mail: transcom.scott.tcj3.mbx.cyoc@mail.mil
Commercial Phone: 618-220-4222
2. USTRANSCOM Deployment and Distribution Operation Center (DDOC)
E-mail: transcom.scott.tcj3.mbx.ddoc-chief@mail.mil
Commercial Phone: 618-220-7700

1.24.2.1.2 Initial report shall be provided even if some details are not yet available, with follow-on detailed reporting within 72 hours. Reportable cyber intrusion events include the following:

1.24.2.1.2.1 A cyber intrusion event appearing to be an advanced persistent threat.

1.24.2.1.2.2 A cyber intrusion event involving data exfiltration or manipulation or other loss of any DOD information resident on or transiting the contractor's, or its subcontractors', unclassified information systems.

1.24.2.1.2.3 Intrusion activities that allow unauthorized access to an unclassified information system on which DOD information is resident or transiting.

1.24.2.1.3. Definition of advanced persistent threat: An extremely proficient, patient, determined, and capable adversary, including two or more of such adversaries working together.

1.24.3. Incident Report Content

1.24.3.1. The incident report shall include, at a minimum, the following information:

1. Applicable dates (date of suspected compromise and date of discovery)
2. Threat methodology (all known resources used such as Internet Protocol (IP) addresses, domain names, copies malware, etc.)
3. An account of what actions the threat(s) may have taken on the victim system/network and what information may have been accessed
4. A description of the roles and functions of the threat-accessed system
5. An initial list of potentially impacted Government programs and each program's classification
6. What information may have been exfiltrated that may impact Government programs
7. A list of all employees and subcontracted employees who work or have worked with the victim system/network
8. A point of contact to coordinate damage assessment activities

1.24.3.2. Incident Report Submission

1.24.3.2.1. The contractor will submit unclassified network cyber incident reports to the USTRANSCOM Technical Information Analysis Center (TIAC) and USTRANSCOM designated government personnel via encrypted email or another mutually agreed upon secure communications method. Copies of malware require special handling and pre-coordination must be accomplished prior to submission.

1.25 Invoice Submission

1.25.1 Final invoices may be submitted only after services included on the invoice have been satisfactorily performed (Ref FAR 32.905). Final invoices with proper documentation shall be submitted to SDDC G8 within the timelines established in Attachment 2 – Invoicing and Payment.

1.26 Good Order and Condition

1.26.1 Cargo shall be delivered to the consignee in the same order and condition as when turned over to the contractor for shipment.

SECTION 2 – ELECTRONIC DATA INTERCHANGE (EDI) TRANSACTIONS

2. EDI Transactions: The contractor shall use EDI as the primary means for interfacing with SDDC for all contracted movements.

2.1. EDI is the computer-to-computer exchange of business data in machine-readable language using strictly defined public standards.

2.1.1. The contractor shall use the Defense Transportation Electronic Business (DTEB) approved Implementation Convention (IC) for the ANSIX12 EDI 300, 301, 303, 304 and 315 transaction sets in compliance with their approved concepts of operations. Version 4010 or later is required. The Contractor shall implement changes to business processes contained in revisions to Transaction Set Implementation Conventions and their controlling concepts of operations as may be approved by the Defense transportation Electronic Board. These changes shall be implemented in accordance with schedules approved by SDDC.

2.1.2. The contractor shall receive or transmit, as appropriate, the following EDI transactions sets:

2.1.3. The Contractor receives EDI 300 Reservation (Booking Request) Ocean – the booking, including increases and decreases.

2.1.4. The Contractor transmits EDI 301 Confirmation (Ocean) - Confirmation of the booking or counter proposal (Contractor to Ordering Officer/COR).

2.1.5. The Contractor receives EDI 303, Booking Cancellation (Ocean) - Ordering Officer Cancellation.

2.1.6. The Contractor receives EDI 304, Ocean Carrier Shipping Instructions

2.1.7. The Contractor transmits EDI 315, Status Detail (Ocean) – shipment status reporting data.

2.2. Shipment Status Reporting

2.2.1. The Contractor shall provide accurate shipment status reports using the 315 transaction sets. Transaction sets shall be submitted in accordance with the Department of Defense (DoD) Transportation Electronic Business (DTEB) Implementation Convention (IC) ANSI X – 12 EDI standard or via IBS OCI. Airport event locations will be submitted in accordance with the International Civil Aviation Organization (ICAO) with- the following format for event location: ICAO XXX Location. Event location example for an air event is – ICAO OMNW AL MAKTOUM INTERNATIONAL. It is critical that all air events start with ICAO, followed by the four letter ICAO code.

Table 2.2.2. identifies specific events that require reporting. The contractor shall submit all reports within 24 hours of accomplishment.

2.2.2. Table of Reportable Shipment Status Events

CODE	DEFINITION	NOTES
EE	Empty spotted	Container pick up in lieu of actual spot is acceptable for shippers having container pools. Required for other than pool locations. (NOT REQUIRED FOR Breakbulk)
W	Pickup of loaded Container/Breakbulk	This transaction is required at the time customer turns over possession to Contractor. Transaction only applicable upon Contractor pickup. There should be exactly one W transaction per shipment. If erroneous W transactions are submitted, contractor shall invalidate them via the Pipeline Asset Tool (PAT) EDI invalidator tool to ensure only one valid transaction is reflected per shipment.
I	In-gate at Port of Embarkation (POE)	This transaction is required at the Seaport of Embarkation (SPOE) and Aerial Port of Embarkation (APOE). Transaction only applicable at POE. There should be exactly two (2) transactions per shipment. If erroneous I transactions are submitted, contractor shall invalidate them via the Pipeline Asset Tool (PAT) EDI invalidator tool to ensure only two valid transactions are reflected per shipment.
AE	Loaded on Vessel	This transaction is required at the SPOE and 39841 at all transshipment ports.
VD	Vessel Departure	This transaction is required at the SPOE and APOE and at all transshipment ports.
VA	Vessel Arrival	This Transaction is required at the Seaport Port of Debarkation (SPOD) and Aerial Port of Debarkation (APOD), and at all transshipment ports.
UV	Vessel Discharge	This transaction is required at the SPOD and at all transshipment ports
OA	Out-gate from POD	This transaction is required at the SPOD and APOD for all cargo, regardless of whether booked to port or to door. Transaction only applicable at the PODs. There should be exactly two OA transactions per shipment. If erroneous OA transactions are submitted, contractor shall invalidate them via the Pipeline Asset Tool (PAT) EDI invalidator tool to ensure only two valid transactions are reflected per shipment.

AV	Cargo Booked to-Door Available for Delivery (Applicable to Exigency areas only; Optional Transaction)	For Exigency Areas only, and only for bookings to-door; the Contractor may submit an AV request upon entering in line outside the final destination gate to document accrual of driver wait time, if applicable AV, for these locations only, is valid only if submitted prior to RFF for metric purposes.
AV	Cargo Booked to-Port Available for Delivery; (Optional Transaction)	For bookings to-port; the Contractor may submit an AV if all 3 of following conditions have been met (a) Contractor has completed any Customs-clearance actions required of Contractor, and (b) Breakbulk that was flatracked/containerized for carrier's convenience has been stripped from the flatrack/container and is ready for loading onto the Government-arranged truck, and (c) Contractor has submitted all required notifications to SDDC and/or consignee that cargo is at POD ready for pickup.
EC	Return of Empty Container to Contractor Prior to Delivery (X1)	This transaction is required for container shipments when the Contractor has regained possession of its asset prior to delivery (X1). An example of the proper use of an EC code would be when cargo is deconsolidated at a transship point. The container is returned to the Contractor prior to X1, and the cargo is moved as pallet loads to the final consignee. Each container shipment container return event should be documented with either an RD or an EC but never both. (NOT REQUIRED FOR BREAKBULK)
X1	Delivery to Consignee	This transaction is required when shipment is delivered to the customer, or possession is turned over to the US Government. This transaction is only applicable upon actual physical delivery. There should be exactly one X1 transaction per shipment. If erroneous X1 transactions are submitted, contractor shall invalidate them via the Pipeline Tasset Tool (PAT) EDI invalidator tool to ensure only one valid transaction is reflected per shipment.
RA	Carrier Notified Empty Container Available for Pick-up	This transaction will be auto-generated via PAT to document USG notification to the Contractor that an empty container is available for pick-up. This transaction will be auto-generated based on the date of notification, if the Contractor does not dispute availability within seven (7) days of notification. (NOT REQUIRED FOR BREAKBULK)
RD	Return to Empty Container to Contractor After Delivery (X1)	This transaction is required for every container shipment when the contractor regains possession of its asset after delivery (X1). Each container shipment container return event should be documented with either an RD or an EC but never both.
HG	Entry into US Government-directed Staging	This transaction will be auto-generated based on Contractor date input to the PAT delay Request and Authorization Portal (D-RAP) after receiving and executing US Government direction to stage a shipment to include staging at ports or holding yards. This transaction will be auto-generated based on the date the shipment entered into staging.
HR	Release from US Government-directed Staging	This transaction will be auto-generated based on Contractor date input to the D-RAP after receiving US government direction to end staging of a shipment, to include staging at ports or holding yards. The transaction will be auto-generated based on the date the shipment exited staging.
SD	Authorized Shipment Delay (Not caused by the US Government)	This transaction will be auto-generated upon US Government approval of a Contractor requested delay submitted via the D-RAP. This transaction will be triggered for delays which are not caused by the US Government.
BD	End of Authorized Shipment Delay (Not caused by the US Government)	This transaction will be auto-generated upon US Government approval of a Contractor request to end a shipment delay submitted via the D-RAP. This transaction will be triggered for delays which are not caused by the US Government.
A1	Authorized Shipment Delay (Caused by the US Government)	This transaction will be auto-generated upon US Government approval of a Contractor requested delay submitted via the D-RAP. This transaction will be triggered for delays which are caused

		by the US Government.
A2	End of Authorized Shipment Delay (Caused by the US Government)	This transaction will be auto-generated upon US Government approval of a Contractor request to end a shipment delay submitted via the D-RAP. This transaction will be triggered for delays which are caused by the US Government.

2.3. Additional Guidance on Specific Transactions

2.3.1 Additional rules for AV Transactions for cargo booked to door

2.3.1.1 AV transactions for cargo booked to door are permitted for Exigency Areas only.

2.3.1.2 AV is a required transaction to document accrual of driver wait time. AV may only be requested upon entering in line outside the gate at final destination. There are no other acceptable users of AV for cargo booked to door. In the event that an AV transaction is not requested, the US Government will assess that driver wait time was not incurred at final destination for the associated shipment. AV transactions submitted for these locations will be considered in measuring RDD compliance.

2.3.1.3 Once AV has been submitted, the contractor may not request a delay for that cargo. Staging direction may occur after AV has been submitted, which must be initiated by the US Government.

2.3.2 Additional rules for AV Transactions for cargo booked to port

2.3.2.1 AV transactions for cargo booked to port are permitted only after contractor has completed all its responsibilities with regards to the cargo so that it is releasable to the Government, including but not limited to Contractor responsibilities with regards to Customs Clearance, notifications to Government that cargo is ready for pickup, and removal of cargo from carrier equipment (flatrack/container) for breakbulk cargo flatracked/containerized for carrier convenience.

2.3.3 Additional Rules for HG/HR Transactions

2.3.3.1 HG and HR transactions: The HG and HR transactions will be auto-generated by the D-RAP, based on Contractor input in D-RAP to indicate start and stop of US Government-directed staging, to include staging at ports or holding yards. Authority for staging is the SDDC cognizant COR.

2.3.3.2 HG: Following receipt of a written US Government staging request via the D-RAP, the Contractor will execute movement of the shipment to the staging location. Within 24 hours of entry into the staging location, the Contractor will input the date of entry into the D-RAP. As a result of the date input into the D-RAP, the HG transaction will be auto-generated and distributed.

2.3.3.3 HR: Following receipt of a written US Government staging release (e.g.call forward) via the D-RAP, the Contractor will execute movement of the shipment from the staging location. Within 24 hours of departure from the staging location, the Contractor will input the date of departure into the D-RAP. As a result of the date input into the D-RAP, the HR transaction will be auto-generated and distributed. Cargo must commence dispatch from staging within required timelines paragraph 1.8.3 upon receipt of written US Government request. For large volumes of cargo, contractor will be responsible for managing dispatch in the most expeditious manner. Contractor will provide dispatch timelines to cognizant BN and COR until cargo has dispatched from staging area.

2.3.3.4 The HG/HR transaction pair, generated via the D-RAP, may recommit the Contractor to a new delivery date defined as: RDD + (# days elapsed between HG and HR). For a shipment RDD to be potentially amended, both an HG and HR transaction must be generated.

2.3.3.5 If an onward movement EDI is submitted prior to the direction to end the staging is transmitted, the D-RAP will queue the staged shipment record for auto-closing. If an end staging direction is not sent within 96 hours of the queuing of the shipment record for auto-closing, an HR transaction ending the staging will be auto-triggered by the D-RAP. The HR event date will equal the event date of the onward movement EDI and the RDD will be adjusted accordingly.

2.3.4 Additional Rules for SD//BD/A1/A2 Transactions

2.3.4.1 SD, BD, A1 and A2 transactions: The SD, BD, A1 and A2 transactions will be auto-generated by the D-RAP based on US Government approval to indicate start or stop of an authorized delay. These transactions will be auto-generated only upon authorization from the cognizant SDDC COR.

2.3.4.2 SD and A1: The Contractor shall submit a request for an authorized delay to the cognizant SDDC COR via the D-RAP within 2 business days of the event causing the delay. The SDDC COR has 2 business days to respond to the request from the Contractor via the D-RAP.

2.3.4.3 Following US Government authorization of a Contractor's request for delay via the D-RAP, the SD or A1 transaction will be auto-generated and distributed. If an authorization is not approved or denied by the SDDC COR in the D-RAP within 2 business days, the SD or A1 transaction will be auto-generated and distributed. The Contractor must submit supporting documentation with the delay request submitted via the D-RAP. The COR may void the delay authorization if supporting documentation with adequate justification is not provided.

2.3.4.4 BD and A2: The Contractor shall submit a request to end the authorized delay via the D-RAP with supporting documentation. Following US Government authorization of a Contractor's delay end via the D-RAP, the BD or A2 transaction, as applicable, will be auto-generated and distributed. If the SDDC COR determines that the Contractor's reporting of the delay duration is inflated, the delay authorization may be voided. If an onward movement EDI is submitted prior to the request to end the delay, the D-RAP will queue the delayed shipment record for auto-closing. If an end delay request is not submitted within 96 hours of the queuing of the shipment record for auto-closing, a BD or A2 transaction ending the delay will be auto-triggered by the D-RAP. The BD or A2 event date will equal the event date of the begin delay SD or A1 transaction, as applicable, resulting in no adjustment to the shipment RDD.

2.3.4.5 The SD/BD and A1/A2 transaction pairs generated via the D-RAP may recommit the Contractor to a new delivery date defined as: RDD + (# days elapsed from SD/A1 to BD/A2). For a shipment RDD to be potentially amended, both an SD and BD or A1 and A2 transactions must be authorized and generated via the D-RAP.

2.3.4.6 Determination of whether a delay is US Government caused or not US Government caused will be made by the US Government COR approving the delay request.

2.4. Daily Intransit Visibility (ITV) Reports

2.4.1. Inland ITV services identified in this section will apply for cargo moving to and from Afghanistan.

2.4.2. The contractor shall report each shipment daily by providing event reports or location information as set forth below.

2.4.3. Reporting method/format. The contractor shall report via the Contractor ITV Entry Tool (CIET), for import and export routes available in CIET, or via separate Excel spreadsheets for routes not yet available in CIET.

2.4.4. Daily spreadsheet reports shall be provided by email attachments to a distribution list provided by the cognizant COR. Daily ITV Spreadsheet is located at Attachment 11.

2.5. Operational Reports

2.5.1. The contractor shall submit specific cargo movement information in accordance with the requirements outlined in Attachment 9.

For cargo booked on Free In basis, the cognizant SDDC terminal/military activity will provide the contractor a lift report no later than the next business day after vessel departure to support Contractor submission of the Cargo Lift report. Report format, distribution, submission schedule and medium are described at Attachment 9.

Contractor shall submit booking modification requests (e.g., cargo not lifted as booked) via the PAT Booking Reconciliation Tool (BRT) no later than the next business day after vessel departure.

SECTION 3 – PERFORMANCE MEASURES

3.1. Performance Requirements

3.1.1. All cargo booked under this contract shall be moved in accordance with the terms of the contract. The Government strategy for assessing the contractor's performance under this contract focuses on two business lines: Unit Moves and Other Than Unit Moves (OTUM). Contractor performance will be measured for each geographical COCOM area; separated by Unit Moves and OTUMs using the PAT Carrier Performance Portal (CPP). Contractors should request access to PAT CPP to manage and track performance.

3.1.2. Quality Control

3.1.2.1. The Contractor shall promptly notify the appropriate Contracting Officer Representative (COR) of any problems or failures that may affect performance. Upon request, the Contractor shall provide the COR with a written plan of corrective action, including a proposed timeline, within 2 business days after such request. This plan shall describe proposed Contractor actions to correct the problem or deficiency and bring performance back in compliance with identified performance standards.

3.2. Performance Measures and Performance Standards

3.2.1. To evaluate the contractor's success in meeting the stated Performance Objectives, the Government will monitor and measure contractor performance under this contract using the Performance Measures identified at Table

3.4.1. There may be more than one Performance Measure for a single Performance Objective.

3.3. Performance Objectives

3.3.1. Performance Objective No. 1: On-Time Delivery

3.3.1.1. The contractor shall deliver the cargo not later than the Required Delivery Date (RDD) specified in the accepted booking. An adjusted RDD will be established based on the length of any delay or staging period approved by the Government.

3.3.2. Performance Objective No. 2: In-Transit Visibility (ITV)

3.3.2.1. The contractor shall provide accurate and timely shipment status reports using the Electronic Data Interchange (EDI) as required by Section 2.

Required transactions for containers: W, I, AE, VD, VA, UV, OA, X1, RD/EC

Required transactions for breakbulk: W, I, AE, VD, VA, UV, OA, X1

3.3.2.1.1. Although required, RD or EC will not be measured with the other required EDI transactions, the Government recognizes that in some cases RD submission may occur after or before shipment RDD

3.3.2.1.2. The event transactions I, VD, VA, and OA must be submitted twice as it will be measured twice to annotate air movements.

3.3.2.2. The ITV performance objective is calculated based on a weighted score of EDI submission considered at 80% weight and submission timeliness considered at 20% weight. Each transaction will be independently measured. For example, if the contractor submits nine timely transactions out of twelve required transactions, the contractor would receive 75% credit for ITV on that shipment.

3.3.2.3. The ITV measure is independent of the on-time delivery performance measure; although failure to submit an X1 transaction will be considered equivalent to a missed RDD, unless conditions described in Section 2 apply. In either case, X1 is a mandatory EDI transaction for all shipments.

3.4. Performance Objective Assessment

3.4.1. Performance assessments will be prepared on a monthly basis by the close of business on the 1st business day of each calendar month for the previous month. The SDDC HQ COR will coordinate with the contractor to attempt to resolve disputed performance assessment data prior to the posting of the Monthly Performance Assessment. The Government will accomplish audits of contractor submitted performance data to ensure accuracy. Data points for Performance Objectives 1 and 2 represent one container or piece of cargo as booked.

Table 3.4.1.

Performance Objective	Description	Performance Measure	Performance Average	Weight	Performance Assessment
1	On-Time Delivery	Cargo shall be delivered not later than the Required Delivery Date as accepted in the booking.	<i>x%</i>	<i>0.75</i>	<i>x* .75</i>
2	In-transit Visibility	The contractor shall provide to the Government accurate EDI transactions required by Section 2 within 24 hours of the event.	<i>y%</i>	<i>0.25</i>	<i>y * .25</i>
Contractor Performance Score				1.00	Total %

3.4.2. Initial Performance Rating

3.4.2.1. The Government will assign an Initial Rating to the Contractor’s Performance Score. The ratings are provided in table 3.4.2.1. In the event the initial rating is not available for an award decision, the previous month’s final rating (see final rating definitions below) will be utilized for that month’s award decision.

Table 3.4.2.1.

Contractor Performance Score	Initial Rating
<i>95% - 100%</i>	Initial-Exceptional
<i>90% - 94.9%</i>	Initial-Good
<i>85% - 89.9%</i>	Initial-Satisfactory
<i>78% - 84.9%</i>	Initial-Marginal
<i>77.9% and under</i>	Initial-Unsatisfactory
<i>No Volume</i>	Initial-Neutral/Unknown

3.5 Additional Performance Indicator (API)

Overview. Contractor performance will also be considered based on a monthly basis using the API listed in table 3.5.1.1. This information will be considered in the contemporaneous best value booking process.

Table 3.5.1.1.

API No. 1	Contract Discrepancy Report
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3.5.1.2 Compliance with Contract Terms and Conditions (CCTC) (API No. 1)

3.5.1.2.1. Contractor will perform contract in accordance with all terms and conditions in the contract. CCTC will be measured based on the contractor’s total number of Contract Discrepancy Reports (CDR) against the contractor’s total shipments with an RDD in the same month as the shipment associated with the CDR. *Note: CDR is synonymous with Contractor Discrepancy Notice (CDN).

3.5.2. The Contracting Officer will assess the Additional Performance Indicators from the previous month and assign a score based on the criteria in Table 3.5.2.

Table 3.5.2

Rating	Definition
No subtraction	Performance meets all contractual requirements and no contractual performance problems have been identified.
Minus 2 points	Performance meets all contractual requirements. Contractual performance of the element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory and timely.
Minus 10 points	Performance does not meet some of the contractual requirements. The contractor’s proposed actions appear only marginally effective or were not fully implemented.
Minus 20 points	Performance does not meet many of the contractual requirements. The contractual performance contains serious problem(s) for which the contractor’s corrective actions appear or were ineffective.

3.6 Final Performance Rating

3.6.1 The Contracting Officer will consider the contractor’s initial performance rating established in paragraph 3.4.2 above, along with the subtraction of the API rating in paragraph 3.5.2, and all other factors related to performance under this contract when determining the contractor’s final performance rating. The Contracting Officer reserves the right to apply the API rating to a specific geographical COCOM area; separated by Unit Moves and Other than Unit Moves (OTUM) or to apply the API across all geographical COCOM areas. The Contractor final performance Rating will be assigned for each geographical COCOM area; separated by Unit Moves and Other than Unit Moves (OTUM).

3.6.2 The final performance rating is one of the ratings provide in table 3.6.1 below.

Table 3.6.1.

Final Rating	Definition
Final-Exceptional	95% - 100%
Final-Good	90% - 94.9%
Final-Satisfactory	85% - 89.9%
Final-Marginal	78% - 84.9%
Final-Unsatisfactory	77.9% <i>and under</i>
Final-Neutral/Unknown <i>No Volume</i>	Has an Initial- Neutral/Unknown rating for the month and meets all other contractual requirements. No CDRs issued.

3.6.2. The Government will use the Contractor’s Final Performance Score provided in Table 3.6.1 above as a factor in the contemporaneous best value booking process.

3.6.3. On a monthly basis, the Contracting Officer will provide to the contractor with a determination of the contractor’s final past performance rating at least four business days prior to it being implemented. The Contractor has two business days to appeal the Contracting Officers decision. All appeals must be in writing to the Contracting Officer and must contain specific facts as they pertain to the appeal. Regardless of the appeal, the Contracting Officer has the final decision authority regarding the Contractors Final Performance Score.

3.6.4 In the event the Contracting Officer does not provide Contractors with their final performance ratings in sufficient time for them to be utilized in an award decision, the contractor’s initial Performance Score shall be used for those decisions. Once the Final Performance Scores for the month have been established, they will be utilized for future award decisions.

3.6.5. In almost all instances, an Initial-Neutral/Unknown rating will become the Final-Neutral/Unknown rating, however, the contracting officer has discretion to change the Initial-Neutral/Unknown rating to a Final-Unsatisfactory rating in accordance with the definition of “minus 20 points” in Table 3.5.2 above.

3.7. For purposes of evaluating and awarding task orders, the Government will utilize a two-month rolling average of the Final-Ratings referenced above. The final rating that will be used for evaluating and awarding task orders will become effective one month after performance has ended for a particular month. For example, the final two-month rolling average for the months of September and October will become effective on the first day of December. Additionally, a month’s rating will be utilized for all RFQ’s closing in the same month. For example, January’s ratings will be used for all RFQ’s with a close date in January.

SECTION 4 – LIABILITY

4.1. Liability for Lost or Damaged Cargo

4.1.1. Lost or Damaged Cargo. The contractor is required to deliver cargo to final destination in the same condition it was tendered by the shipper. The contractor is liable for cargo that is lost, damaged, or in any way altered from the tendered condition. For all bookings, the contractor is liable for lost or damaged cargo up to \$50,000, or the actual amount of the loss or damage to the cargo, whichever is less. Should a shipper desire to declare the value of its booked cargo in an amount greater than \$50,000, the shipper will order the “increased value” accessorial (see table of accessories) which obligates the contractor to be liable for damage and loss up to the amount stated below, or the actual value of the lost cargo, whichever is less.

Up to \$75,000

Up to \$100,000

Up to \$200,000

Up to \$500,000

Up to \$1,000,000

Up to \$1,250,000

Up to \$1,500,000

4.1.2. A “booking” covers all cargo booked under a single PCFN and the contractor is liable to the shipper for lost or damaged cargo up to the amount declared in the booking, or the actual value of the lost cargo, whichever is less.

Notice. Pursuant to the Contract Disputes Act, the Government has 6 years from discovery of loss or damaged cargo, to file a claim with the contractor. However, the Government will take all reasonable steps to provide notice of loss as soon as it is discovered.

4.1.3. Liability is governed by the applicable statute or multi-lateral international agreement based on the mode of cargo transportation (i.e. air, sea, or land) at the location where the loss or damage occurred. 49 U.S.C. §14706 also applies to all land cargo transportation including land cargo transportation outside the United States. However, the above referenced accessorial liability and notice requirements replace the following statutory and Convention provisions: Article 22(2) & (3) and Article 31, of the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal Convention, (1999); 46 U.S.C.A. §30701, Section 4(5) & Section 3(6); and 49 U.S.C.A. §14706(e) & (f).

4.2. Contractor Bodily Injury and Property Damage Liability

4.2.1. Contractors are required to maintain bodily injury and property damage liability insurance coverage in amounts equal to, or in excess of, those customarily used in the commercial marketplace in the zones where services will be performed and shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims. The insurance coverage shall provide for bodily injury and property damage liability covering the operation of all automobiles, trucks, aircraft, and ocean vessels used in connection with performing the contract.

SECTION 5 – DEFINITIONS**5. 1. Abbreviations/Acronyms**

ALD	Available Load Date
AOR	Area of Responsibility
APOD	Aerial Port of Debarkation
APOE	Aerial Port of Embarkation
CFS	Container Freight Station
CO	Contracting Officer
CONUS	Continental United States
COR	Contracting Officer's Representative
CPA	Cargo Preference Act (1904)
CRAF	Civil Reserve Air Fleet
CSC	Convention of Safe Containers
DeCA	Defense Commissary Agency
DFARS	Defense Federal Acquisition Regulation Supplement
DLA	Defense Logistics Agency
DoD	Department of Defense
DODAAC	Department Of Defense Activity Address Code
D-RAP	Delay Request and Authorization Portal
DTEDI	Defense Transportation Electronic Data Interchange
DTR	Defense Transportation Regulation
DTS	Defense Transportation System
EDI	Electronic Data Interchange
EIPP	Electronic Invoice Presentation and Payment
FEU	Forty Foot Equivalent Unit
FAR	Federal Acquisition Regulation
FAK	Freight All Kinds
FIO	Free In and Out
GFC	Government Furnished Containers
GLOC	Ground Line of Communication
IMO	International Maritime Organization
ISO	International Organization for Standardization
IBS	Integrated Booking System
ITGBL	International Thru Government Bill of Lading
ITV	Intransit Visibility
JOPEs	Joint Operation Planning and Execution System
MSC	Military Sealift Command
OCBO	Ocean Cargo Booking Office
OCCA	Ocean Cargo Clearance Authority
OCI	Ocean Contractor Interface
OCONUS	Outside Continental United States
OO	Ordering Officer
OTUMs	Other Than Unit Moves
PCFN	Port Call File Number
PCFN-NIB	Port Call File Number – Non-IBS Booking
PIDs	Plan Identifications
POD	Port of Discharge

POE	Port of Embarkation
POV	Privately Owned Vehicle
PWS	Performance Work Statement
QA	Quality Assurance
QCP	Quality Control Plan
RDD	Required Delivery Date
Reefer	Refrigerated Container
RFP	Request for Proposals
RFQ	Request for Quote
RLD	Required Load Date
RORO	Roll-On/Roll-Off
SCAC	Standard Contractor Alpha Code
SDDC	Military Surface Deployment and Distribution Command
TCMD	Transportation Control & Movement Document
TCN	Transportation Control Number
TEU	Twenty Foot Equivalent Unit
TREMCARD	Transport Emergency Card
ULN	Unit Line Numbers
US	United States
USTRANSCOM	United States Transportation Command
VETCOM	US Army Veterinary Command
VISA	Voluntary Intermodal Sealift Agreement

5.2. Definitions

The following terms have the meaning as set forth below:

Acceptable Space: Space with normal access thereto as would normally be used in liner service for the particular type of cargo declared at the time of booking, and shall be properly prepared, cleaned and ready to receive the cargo.

American National Standards Institute (ANSI ASC X12): Charters the Accredited Standards Committee (ASC) X12 to develop uniform standards for inter-industry electronic interchange of business transactions throughout North America.

Billable Weight: The weight of a shipment the contractor may bill the Government. The billable weight is either the certified scale or dimensional weight, whichever is greater. For cargo that is unstuffed and reconfigured in accordance with section 1.2.3, only one method of determining billable weight (scale or dimensional) is allowed per PCFN. For all other cargo, the billable weight determination is allowed per TCN.

Booked Dimensional Weight: The estimated dimensional weight of cargo based on the dimensions provided by the shipper and included in the booking. The booked dimensional weight is figured in the following manner: L X W X H (all measurements in inches) divided by 166.

Booked Weight: The estimated scale weight of cargo provided by the shipper.

Booking: Offer by the Government and acceptance by the contractor for the transportation of goods pursuant to the applicable rates, terms and conditions of the subject contract. A booking is an order.

Breakbulk/RORO Cargo: All cargo that is not containerized.

Bulk Cargo: Cargo consisting of unsegregated mass commodities. Examples of bulk cargo include sand, gravel, ready-mix concrete, coal, and agricultural products (e.g., seeds, grains, animal feeds).

Cargo Cleaning Service:

Wash Service: Cleaning required for cargo that has been tendered to the contractor dirty and requires thorough washing.

Rinse Service: Cargo cleaning to remove road dirt and other contaminants accumulated while in transit or at the port. Service applies to cargo that was tendered to the contractor clean.

Concealing Service: Covering and protecting of cargo using weather resistant, non-transparent, durable material.

Consignee: The person or entity named in the booking or shipping instructions to which goods have been shipped or turned over for care.

Contracting Officer (CO): A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

Contracting Officer's Representative (COR): Appointed in writing by the CO, responsible for, but not limited to, the following: monitoring the contractor's performance in accordance with the terms of the contract; ensuring contractor's compliance with reporting requirements; providing data for Government reports; verifying/ certifying invoices; and reviewing contractor claims.

Contractor: An entity in private industry, which enters into contracts with the Government to provide goods or services.

Constructive Staging: A delay in the final receipt of the cargo by the Government at the inland destination after release and commencement of on-carriage from the discharge port caused by the Government's refusal or inability to accept the containers at the inland destination. Requires cognizant COR approval.

CRAF Carrier: A US Flag commercial air carrier who is an active participant of the Civil Reserve Air Fleet (CRAF) Program. CRAF Participant is synonymous with CRAF Carrier.

Delay Request and Authorization Portal (D-RAP): Provides workflow automation of the request and approval of cargo shipment delay and staging events. D-RAP generates EDI BD/SD (delay) and HG/HR (staging) transactions.

Dimensional Weight: The weight computed on the basis of volume rather than actual weight. The dimensional weight of contractor-owned/provided containers shipments shall be determined by the dimensions of the contents within the container, established prior to airlift, unless the Government specifically requests in the booking remarks for the door to door movement of the contractor-owned/provided container. In the event the sum of the dimensional weight of the contents of a contractor-owned/provided container exceeds the dimensional weight of the container, the container dimensional weight shall apply.

Dimensional Weight is figured as follows:

$L \times W \times H$ (all measurements in inches) divided by 166.

Driver free time: The time allowed for Government shippers and receivers to load and unload contractor equipment (i.e. containers) before driver wait time charges accrue.

Drop and Pick: See Spotting of Containers

Dry Cargo Container: A completely enclosed weatherproof container.

EDI Implementation Convention (IC): Defines the rules for filling in or "populating" an EDI transaction. Following the agreed upon convention, or version of the standard ensures that EDI partners will encounter fewer data quality problems during development and maintenance of their EDI systems.

Electronic Data Interchange (EDI): The computer-to-computer exchange of business data in machine-readable language using strictly defined public standards.

English Speaking: Limited Working Proficiency - Converses intelligently but without thorough control of pronunciation and grammar within most social situations, about current events, his work, family, autobiographical information and non-technical subjects.

Excepted Cargoes Breakbulk/RORO: Aircraft (unboxed), helicopters, boats over 40 ft., oversized cargo, bulk cargo, explosives (excluding IMO Class 1.4), and heavy lift cargo.

Excepted Cargoes Container: Heavy lift cargo, explosives (excluding IMO Class 1.4), over dimensional cargo, open tops and flatrack containers.

Flatrack (Platform) Container: A container without weatherproof sides and/or top to include platforms, which have no sides or ends and flatracks with rigid or collapsible ends.

Hazardous Cargo: A hazardous substance or material including a hazardous substance, which has been determined by the Secretary of Transportation or International Maritime Organization (IMO) to be capable of posing an unreasonable risk to health, safety and property when transported in.

Heavy Lift Cargo (Breakbulk): Any piece of breakbulk cargo with a scale weight exceeding 60,000 lbs.

Heavy Lift Cargo(Container): Any container with a scale weight exceeding 44,000 lbs.

Heavy Vehicles: Breakbulk/RORO cargo – Wheeled or tracked vehicles (unboxed) exceeding 10,000 lbs per unit.

Light Vehicles: Breakbulk/RORO cargo – Wheeled or tracked vehicles (unboxed) up to and including 10,000 lbs per unit.

Liner In/Liner Out: Contractor is responsible for the loading and/or discharging of cargo at port of origin and/or destination and all costs associated thereto.

Liner Terms—Breakbulk: The contractor provides all services from receipt of cargo at POE to load of cargo on the vessel (liner in) or from discharge of the vessel at POD to outgate (liner-out). Any costs for the loading and discharging of inland transport within the contractor's terminal are for the account of the contractor.

Liner Terms – Container: The contractor assumes all responsibility and cost for the transportation of the cargo from the port or point where the cargo is received for by the contractor to the destination port or point where the contractor makes the cargo available to the consignee. In the case of BB/RO-RO, the cargo is accepted and/or made available within the contractor's terminal. Any costs for the loading or discharging of inland transport within the contractor's terminal are for the account of the contractor.

Live Unload: Contractor delivers a loaded container and the driver waits while the receiver unloads the container.

Multimodal Move: Being or involving more than one mode of transportation during a single journey, that permits the contractor to elect the most efficient type and/or mix of transportation methods(air, sea, rail, truck, barge, etc) in order to meet a specified RDD. In a multimodal move, the prime contractor maintains responsibility and liability for the cargo during the entire movement from origin to final destination.

Ocean Cargo Booking Office (OCBO): The SDDC activity that books DoD sponsored cargo for ocean movement, performs related contract administration, and accomplishes export/import ocean traffic management functions for DoD cargo moving within the DTS. May also perform authorized Customs Entries.

Ocean Cargo Clearance Authority (OCCA): See Ocean Cargo Booking Office (OCBO)

Ordering Activity: Includes the Commander, Surface Deployment and Distribution Command (SDDC), and authorized designees.

Ordering Officer (OO): An individual authorized to place orders against indefinite delivery indefinite quantity transportation or transportation-related services contracts awarded by USTRANSCOM, provided the contract terms and monetary limitations specified in the contract are met.

Over Dimensional Cargo - Container: Any individual piece of container booked cargo which cannot fit within the container because its dimensions are greater than that of the booked container.

Oversized Cargo - Breakbulk: Breakbulk cargo that has any one dimension over 50 feet long, more than eleven (11) feet wide or over ten (10) feet in height, or as determined by the Ordering Officer, requires special handling equipment for loading aboard or discharging from a vessel or aircraft because of that cargo's atypical size.

PCFN (Port Call File Number): An identifier generated and assigned by the Integrated Booking System to uniquely identify a booking. A task order issued at the PCFN level may consist of one or many TCNs.

QUADCON: Shipper Owned Container; four QUADCONs have the same external dimensions as a 20-foot shipping container.

Receiver: Individual or entity authorized by the consignee to receive and sign for delivered cargo.

Required Delivery Date (RDD): The date specified in the booking when cargo must be delivered.

Round Robin: See Spotting of Containers

Scale Weight: The weight of cargo determined by either a certified commercial weigh ticket or a joint weigh ticket. Weigh tickets shall represent the weight for the Government-owned or leased containers, contents of the contractor owned container, air pallet or breakbulk item only, independent of truck, chassis, or other conveyances. The weigh tickets shall represent the weight of the cargo only and not include any weight for dry ice, thermal sleeves, cargo netting, or other carrier augmented packaging materials. A Weigh ticket shall only contain the contents of a single TCN.

SEAVAN Service Codes: DTR codes which indicate the extent of service for which the contractor is paid. Indicates where the contractor's responsibility for movement begins or ends:

K – At the contractor's terminal (Pier Service).

L – In the commercial zone of the US port city or, outside the US, within 10 miles of the port city limits. Certain port cities, which are divided into modified zones as listed in this Contract, are assigned codes 1-9 instead of L (Local Drayage).

1-9 – In a modified zone for certain port cities as defined in this Contract. The number codes used correspond with the zone number in the Contract.

M – At any point not covered by codes K, L, or 1-9.

P – Same as Code M, except that one or more scheduled stop-offs in route to final destination have been booked with the ocean contractor. Does not apply to local deliveries performed at the expense of the Government.

S – Same as Code T, except that one or more stop-offs in route to final destinations have been booked with the contractor. Does not apply to local deliveries performed at the expense of the Government.

T – Same as Code L, 1-9, or M except cargo is booked as a "Through Shipment" under Single Factor Rates.

Shipper Owned 20/40 ft Containers: Breakbulk/RORO – Government owned/leased container cargo carried by break bulk and/or RORO operators under the Breakbulk/RORO section.

Spotting containers: Positioning empty containers at shipper's facility for loading by the shipper:

Drop and Pick: Contractor delivers an empty container on chassis and later picks it up after it has been loaded.

Live Load: Contractor delivers an empty container and the driver waits while the shipper loads the container.

Round Robin Drop and Pick: The contractor would position one empty container at the shipper's facility. All other deliveries of empty containers would be scheduled with the pickup of loaded containers.

Staging: Delay in commencement of drayage, line-haul or on-carriage transit requested by the Government. Containers may be staged at the contractor's terminal, port facility, or at any other location chosen by the contractor, such as a railhead or barge terminal.

Transportation Control Number (TCN): A 17-character data element assigned to control and manage every

shipment unit throughout the transportation pipeline.

TRICON: Shipper Owned Container; three TRICONS have the same external dimensions as a 20-foot shipping container

Vessel Status Code: The first position of the code describes the type of contract. The second indicates whether Government or contractor is responsible for vessel load and delivery of cargo to/from port. Codes 5-9 are only used for breakbulk cargoes 2nd Position codes are as follows:

Cod	POE	POD
1.	Free-in	Free-out
2.	Liner-in	Liner-out
3.	Free-in	Liner-out
4.	Liner-in	Free-out
5.	Door/Liner-	Free-out
6.	Door/Liner-	Liner-out
7.	Free-in	Liner-
8.	Liner-in	Liner-
9.	Door/Liner-	Liner-

Weight Conversion Factor: 1 Kilogram = 2.20462 pounds

Wheeled or Tracked Vehicles: (Unboxed) - Includes all types of unboxed, land or amphibious vehicles, set up on wheels or tracks, whether or not self propelled.

Attachment 2 Invoicing and Payment

A. General Information

A.1. Invoices shall be submitted promptly within the timeframes described in this Attachment. Descriptions of services rendered must match the terms used in the contract. When carrier terminology differs from the contract, the latter shall be used.

A.2. Charges for services performed for bookings under the Direct-Booking process (commonly referred to as Non-IBS shipments) are to be billed directly to the Shipper, and are not covered under this Attachment. Special Invoicing Instructions will be provided at time of RFQ issuance and incorporated into resultant task order upon award. In order to be eligible for shipments and receive payment under the Direct-Booking process, the contractor must be Third Party Pay System (TPPS) capable. Even if otherwise qualified, a contractor that is not TPPS certified will not be eligible to transport DOD freight under this process. TPPS is an electronic freight transaction tracking and payment system. The current authorized TPPS is U.S. Bank Freight Payment. The contractor should contact U.S. Bank at 1-800-417-1844 or by email customer.support@usbank.com. All services deemed payable by Military Surface Deployment and Distribution Command (SDDC) or U.S. Transportation Command (USTRANSCOM) via the TPPS will be paid by U.S. Bank Freight Payment. A fee is required to participate in the program.

A.3. Failure to provide required information and appropriate documentation in the required format for a specific container/piece of cargo shall result in a rejection of that portion of the invoice, including requests for financing payments. Discrepancies in contractor-provided shipment information on submitted invoices, including requests for financing payments, will lead to certification delays as additional supporting documentation may be required from the contractor.

A.4. There are two distinct invoicing categories for this contract as follows:

- 1) Invoices for Services Ordered within the SDDC Integrated Booking System (IBS)
- 2) Invoices for Services Not Ordered within the SDDC IBS system

Invoices shall be submitted only after services included on the invoice have been satisfactorily performed (Ref FAR 32.905) and shall be submitted within the timeframe requested under the established billing procedure. Commercial interim financing payments may be billed as described below, unless the Contracting Officer determines after award that adequate security is lacking or financing payments are no longer in the best interest of the Government. (See FAR 52.232-29)

A.5. The Government has the right to request additional information in support of the charges in the invoice. In addition, all charges for services not ordered in the IBS Booking (i.e. Driver Wait Time) will be assigned to organizations within SDDC for certification.

A.6. Invoices, including requests for financing payments, shall be submitted to G8 Accounts Payable Branch via email submission to the following organizational email box:

usarmy.scott.sddc.mbx.g8-ap-invoices@mail.mil

A.7. In accordance with the Prompt Payment Act, payment terms are net 30 days from receipt of a proper final invoice. Proper final invoices will be date stamped by the SDDC G8 Accounts Payable Branch upon receipt. Prompt Payment Act applies to final invoices, but not to requests for financing payments. Financing Payments will be made as soon as possible upon receipt of the invoice identified as "First Invoice", target date will be within 10 business days of receipt of a proper interim financing invoice and EDI 315 VD.

A.8 Interim financing payment in the amount of 25% of the booked costs based on the booked dimensional weight will be authorized once the vessel leaves the sea port of embarkation (SPOE) (VD EDI transaction code) for shipments originating from zones where the sea leg is the first leg of a shipment requiring both a sea and an air leg. The remaining balance due for work completed in accordance with the contract will be invoiced upon delivery. Interim financing payment in the amount of 60% of the booked costs based on the booked dimensional weight will be authorized once the vessel leaves the sea port of embarkation (SPOE) (VD EDI transaction code) for shipments originating from zones where the air leg is the first leg of a shipment requiring both a sea and an air leg. The remaining balance due for work completed in accordance with the contract will be invoiced upon delivery. No interim financing payments are authorized for shipments where no sea leg is executed.

A.9. All final invoices must be accompanied by documented cargo weights. The final invoice presented needs to reference any interim invoice number that requested an interim financing payment for that shipment. Final invoices shall not be submitted prior to delivery of cargo to consignee.

A.10. All final invoices must be presented for the complete door to door shipment cost. The manifest, air weight ticket, airway bill, photographs of carrier-built air pallets (when applicable), signed delivery receipts and EDI transactions are required to pay the entire shipment. The final invoice should indicate the complete cost and then show any previous payment made on an interim invoice.

B. Invoicing Procedures for Task Orders Booked in IBS:

B.1. Interim Financing Invoice Procedures: Contractors requesting a provisional payment shall submit a proper hardcopy interim invoice to SDDC G8 Accounts Payable Branch via email submission. Interim financing invoices shall not be submitted prior to the vessel departing the SPOE. All interim financing invoices shall be identified as "First Invoice".

B.1.1. A proper interim financing invoice shall contain the following information:

- Contractor Name and Address
- Invoice Date and Invoice Number
- Contract Number
- Identification of "First Invoice"
- Military Voyage Document Number (no more than 1 per invoice)
- *Defense Transportation Regulation (DTR)* POE/POD codes (no more than 1 set per invoice)
- Port Call File Number (PCFN) (No more than 1 PCFN per invoice)
- Contractor Booking Number
- Contractor Bill of Lading Number
- Description, quantity, unit of measure, unit price and extended price of services ordered and being billed for
- For each shipment:
 - Type of cargo
 - Size and type of container (if applicable)
 - Van TCN (if applicable)
 - Container number with alpha prefix (if applicable)
 - Pieces, weight, dimensions, and cubic feet
 - Sail Date
 - Lift Manifest – Sea
 - Lift Manifest – Air (if applicable)
- For One Time Only (OTO) shipments, a reference to the relevant modification number
- Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment)
- ****Certification Statement signed by authorized contractor representative: "I hereby certify the interim finance payment requested represents costs for work completed to**

date under this task order.”

B.2. The contractor or the contractor's designated representative will weigh and document all cargo in accordance with one of two options below:

- i. Prior to delivery, the contractor will weigh each Government owned container, the contents of each carrier owned container, air pallet or piece of breakbulk cargo at a certified commercial scale. A weigh ticket shall only contain the contents of a single TCN. All final invoices will be accompanied by legible and certified weigh tickets. Hand-written, or pen-and-ink weigh tickets will be rejected, unless completed in accordance with para ii below. Weigh tickets shall represent the weight for the government owned container, contents of the contractor owned container, air pallet or breakbulk item only, independent of truck, chassis, or other conveyances. The Government reserves the right to send a Government representative to observe and verify commercial weighs. The contractor will accommodate Government requests for joint weigh at a commercial facility.
- ii. If the contractor does not have access to a certified commercial scale, the contractor must document cargo weights on a joint certified document. A contractor representative and an authorized Government representative must sign the document. The joint weigh may be conducted at a sea or air terminal, or at the shipment point of origin (installation, depot, or other shipper location) upon coordination with the shipper/unit. The contractor may request a joint weigh for any multimodal movement, subject to availability of a Government representative.

B.2.1. Weigh tickets and joint certified documents must include, at minimum, the following information:

- TCN
- Container number (if applicable)
- Weight
- Date/time of weigh
- Name and signature of authorized contractor or Government representatives conducting the weigh (for joint certified documents)

B.3. Hardcopy Final Invoice Procedures: The final invoice shall be submitted to the SDDC G8 Accounts Payable Branch via email submission. The contractor is entitled to payment for services ordered and performed (for services ordered at time of booking; all applicable EDI submissions and the reconciled manifest function as evidence of performance). Final invoices with proper documentation shall be submitted no later than 30 days from final delivery. When an interim financing payment is not requested or authorized by the Government, the contractor shall identify their final invoice as a “First and Final invoice”. When an interim financing payment is made, the contractor shall identify their final invoice as a “Final Invoice”.

B.3.1. A proper final or first and final invoice shall contain the following information:

- Contractor Name and Address
- Invoice Date and Invoice Number
- Contract Number
- Identification of “Final Invoice” or “First and Final Invoice”
- Military Voyage Document Number (no more than 1 per invoice)
- *Defense Transportation Regulation (DTR)* POE/POD codes (no more than 1 set per invoice)
- Port Call File Number (PCFN) (No more than 1 PCFN per invoice)
- Contractor Booking Number
- Contractor Bill of Lading Number
- Description, quantity, unit of measure, unit price and extended price of services

- performed. The invoice must provide sufficient detail so as to enable verification and certification by the Government.
- Any previous payments made for the same PCFN
 - For each shipment:
 - Type of cargo
 - Size and type of container (if applicable)
 - Van TCN (if applicable)
 - Container number with alpha prefix (if applicable)
 - Pieces, weight, dimensions, and cubic feet
 - Sail Date (not required for DWT invoices)
 - Airway Bill (not required for DWT invoices)
 - Identify whether the PCFN was flown CRAF or Non-CRAF, to include the registration number of the aircraft(s) (i.e. Tail Number(s)) (Paragraph B.3.5.)
 - Weigh Tickets or Joint Certified Documents (not required for DWT invoices)
 - Consignee Signed Delivery Receipt (PWS Para 1.5.8)
 - IBS TCNs (TCNs shall be listed in alphanumeric order)
 - For One Time Only (OTO) shipments, a reference to the relevant modification number
 - Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment)
 - ****Certification Statement signed by authorized contractor representative: *"I hereby certify that the above bill is correct and just, and services were performed"*.**

B.3.2. Each final invoice should include no more than one Military Voyage Document (VOYDOC), PCFN, POE, and POD.

B.3.3. Each PCFN shall have a statement identifying whether the actual carriage was on a CRAF or Non-CRAF asset. If any TCN under a PCFN is transported on a Non-CRAF asset then the carriage provided for the PCFN shall be identified as Non-CRAF.

C. Invoicing Procedures for Task Orders Not Booked in IBS:

C.1. These procedures are applicable to invoicing and payment for priced charges or Contracting Officer pre-approved charges that cannot be booked within IBS are provided below. All applicable EDI 315 transactions as outlined in Attachment 1 are required for submission of these invoices. Failure to submit required EDI 315 transactions will result in an invoice rejection until EDI 315 requirements are performed accordingly.

C.2. All invoices for non-booked charges shall be submitted electronically via upload to the SDDC Pipeline Asset Tool (PAT). Invoices containing such charges will be assigned to appropriate personnel within SDDC for validation/certification. Once these invoices are certified, they will be passed to the G8 accounts payable section for entitlement processing.

C.3. Invoices for the following charges are included in this category:

1. Driver Wait Time

C.4. For invoices containing driver wait time - Upon completion of invoice validation, the Government and contractor will resolve any differences between the invoice driver wait time amount and the COR validated driver wait time amount. Upon completion of the reconciliation, Government will make final payment on the invoice

(End of Attachment 2)

**ORDERING PROCEDURES
CONTRACTOR SELECTION
“FAIR OPPORTUNITY PROCESS”**

1. Fair Opportunity to Compete.

1.1. Fair Opportunity to Compete for Task Order (booking) Awards: Under the Multimodal multiple award contracts, fair opportunity for booking awards is provided through a “best value” spot-bid process detailed below. The Government is responsible for evaluating shipment requirements and for making independent best value booking decisions.

1.2. Ordering: IAW FAR 16.505, Ordering, all multiple award contractors shall be provided a fair opportunity to be considered for each order in excess of \$3,000 pursuant to the procedures established in this section, unless the contracting officer (or ordering officer / booker) determines that:

- A. The agency’s need for the services or supplies is of such urgency that providing such opportunity would result in unacceptable delays.
- B. Only one awardee is capable of providing the services or supplies at the level of quality required because the supplies or services ordered are unique or highly specialized.
- C. The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
- D. It is necessary to place an order to satisfy a minimum guarantee.

2. Spot-bid Ordering Process for Bookings:

2.1. The task order awards will be based on the Government’s “best value” analysis.

2.2. The following spot-bid process/analysis will be used in determining task order awards:

- A. Only the Surface Deployment Distribution Command (SDDC) Ordering Office and the Contracting Officer are authorized to order services under this contract.
- B. The spot-bid requirements will be e-mailed to the multimodal contractors.
- C. All multimodal contractors will be provided an equal opportunity to submit spot-bid prices via email for the specific cargo booking within the timeframe specified in the spot-bid. (The Government intends for contractors to respond to spot bids within 24-48 hours.). All multimodal contractors will be given the same information and time to respond.
- D. The multimodal contractors have the option to review their existing capacity and respond with a spot-bid price per pound within the specified response time, unless otherwise directed by TCAQ. Offered prices must be firm for 14 calendar days.
- E. Spot bids received after the cutoff may be considered; however, spot bids received late for requirements that have already been awarded will not be considered.
- F. The contractor’s spot-bid price per pound and any applicable accessorial must be “equal to” or “lower than” their awarded Not-To-Exceed (NTE) rates. Spot bids that contain prices higher than the accepted IDIQ NTE rates will be rejected. All proposals must be an all-inclusive price per pound plus any Government requested accessorial.

- G. The Government will do a best value analysis as presented in Para 2.4.
- H. Once the Government accepts offered rates and proposals, offerors are obligated to accept the subsequent booking by submission of a booking number through EDI, Ocean Carrier Interface (OCI), or email memorializing the agreement. Offeror shall accept on the same business day to a booking received prior to 1430 local time. For a booking received after 1430 local time, the offeror shall accept by 1200 local time of the next working day. The accepted booking constitutes the task order under the contract.
- I. The Government reserves the right to issue manual task orders when IBS cannot support the booking.
- J. The Government may make awards at either the PCFN level or to an aggregation of PCFNs. The RFQ bid sheet will identify if the award will be made at the PCFN or aggregation level.
- K. Special Instructions may be provided for a PCFN on any RFQ. The special instructions will describe any additional conditions associated with the PCFN(s). In the event the special instructions conflict with any PWS paragraph, the special instructions take precedence.
- L. All proposed price per pound rates shall be rounded to the nearest whole cent.

2.3. The following process will be used in determining task order awards for excepted cargo (as defined in the PWS), for requirements that do not have an established rate, and for special operational circumstances:

- A. The Government will provide all multimodal contractors an equal opportunity to submit a rate via email for the specific cargo booking. All multimodal contractors will be given the same information and time to respond.
- B. The contractors have the option to review their existing capacity and respond with a price per pound by the date and time as indicated in the request. The price must be an all-inclusive price per pound plus any Government requested accessorial.
- C. The Government will do a best value analysis as presented in Para 2.4.
- D. Task Order Award is constituted by the Government accepting a proposal, which is memorialized by an IBS booking or the issuance of a manual task order.

2.4. The Government's best value analysis will consider the following factors and sub-factors:

A. Technical—the Government first evaluates potential contractors on an acceptable (proposal clearly meets the minimum requirements of the spot-bid requirement)/unacceptable (proposal does not clearly meet the minimum requirements of the spot-bid requirement) basis. In order to be considered technically acceptable, offerors must provide the following that clearly meet the spot bid requirements:

- (1) Required Delivery Date
- (2) All required services
- (3) Required equipment
- (4) Meets international, national, local and DoD statutory and regulatory requirements for the commodity, hazard and security classification, category or threat
- (5) CONOPS report (upon request for Government review)

B. VISA Priorities & CRAF Preference—a review of the technically compliant contractors is conducted to determine which contractors have the highest VISA Priority and CRAF Preference. CRAF preference will be assigned when the **actual carriage** is by a CRAF carrier or the CRAF carrier subcontracts to a Non-DoD Approved carrier for actual carriage in accordance with PWS Paragraph 1.21.2 of the PWS. Determination of VISA priority will also be based on **actual carriage**. VISA Priority will be assigned using the following categories:

(1) U.S. flag vessel capacity operated by a VISA "Participant" that has made a current, minimum commitment of its U.S. flag vessel capacity to Stages I, II and III of VISA or that has made a current, minimum commitment of its Jones Act capacity (capacity exclusively engaged in the domestic trades) to Stage III of VISA and a current, minimum commitment of the remainder of its U.S. flag vessel capacity to Stages I, II and III or, VISA or with regard to an offer for a long-term charter to DoD that has made a current, minimum commitment of its U.S. flag vessel capacity to Stage III of VISA. The U.S. Flag Vessel Sharing Agreement (VSA) capacity of such a participant also is grouped in this category of priority.

(2) U.S. flag vessel capacity operated by a VISA "Participant" that has made a current, minimum commitment of its U.S. Flag vessel capacity to Stage III of VISA and the U.S. flag Vessel Sharing Agreement (VSA) capacity of such a Participant.

(3) U.S. flag vessel capacity operated by a non-Participant.

(4) Combination U.S./foreign flag vessel capacity operated by the kind of "Participant" described in paragraph 1 above and/or the combination U.S./foreign flag VSA capacity of such a Participant.

(5) Combination U.S./foreign flag vessel capacity operated by the kind of "Participant" described in paragraph 2 above and/or the combination U.S./foreign flag VSA capacity of such a Participant.

(6) Combination U.S./foreign flag vessel capacity operated by a non-participant.

(7) U.S. owned or operated foreign flag vessel capacity and/or VSA capacity of the kind of "Participant" described in paragraph 1 above.

(8) U.S. owned or operated foreign flag vessel capacity and/or VSA capacity of the kind of "Participant" described in paragraph 2 above.

(9) U.S. owned or operated foreign flag vessel capacity and/or VSA capacity of a non-Participant.

(10) Foreign-owned or operated foreign flag vessel capacity of a non-participant.

Task Order preference categories will be based on the VISA priorities above with the assumption all offers will include air carriage by a CRAF carrier, or a CRAF carrier subcontracting to a Non-DoD Approved carrier.

C. Best Value Determination— The following evaluation process will be accomplished for each individual booking:

(1) Contractors meeting the technical requirements above and who are identified as falling within the highest identified VISA/CRAF priority will then be evaluated based upon the factors below. Evaluation factors are listed in descending order of importance. Subfactors within the final Past Performance factor are of equal importance.

(2) Evaluation Factors:

(i) Final Past Performance Rating

(ii) Price

(a) Total all-inclusive spot bid rate of all services applicable to the booking.

The following formula will be used to determine the price per pound rate on all bookings:

Spot-bid price per pound X estimated dimensional weight or scale weight
(whichever is greater) + Government requested accessorial

D. Contractors who fail to perform proposed carriage using stated CRAF/VISA carriers/subcontractors will be subject to contract remedies/adverse past performance ratings.

2.5 Variance. The weight of Task Order (booking) award in this contract is an estimated weight. If the scale or dimensional weight (whichever is greater) of the Task Order (booking) award varies more than 25 percent above or below the estimated weight, an equitable adjustment in the contract price could be made upon demand of either party. If the demand is made by the contractor, supporting documents confirming variance in the actual or dimensional weight must be submitted to the Contracting Officer no later than 15 calendar days after delivery of the cargo. In addition, the contractor shall submit all supporting documents for the amount requested. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 125 percent or below 75 percent of the estimated weight of the Task Order (booking) award.

2.6 Competition. Competition among all awarded IDIQ holders on all requirements, for all cargo, and on all routes, is important to the Government on this contract. Accordingly, awardees are highly encouraged, but not required, to submit a spot bid for all requirements. If the Government discerns a trend by a contractor consistently not submitting a spot bid for a particular requirement, route, and/or cargo type in order to only perform on a preferred requirement, route, and/or cargo type, it will consider this an unfavorable behavior and may elect to use the trend to negatively impact the contractor's past performance evaluation in the Business Relations section of the Contractor Performance Assessment Reporting System (CPARS) evaluation, unless the Contracting Officer determines extenuating circumstances exist. Additionally, any such unacceptable trend detailed above, as determined by the Contracting Officer, may result in the Government not exercising an option on the contract.



ZONES

Zone 3
(PACIFIC) CA, OR, WA

Zone 4
(MOUNTAIN)
AZ, CO, ID, MT, NM, NV, UT, WY

Zone 6
(WEST NORTH CENTRAL)
IA, KS, MN, MO, NE, ND, SD

Zone 7
(EAST NORTH CENTRAL)
IL, IN, MI, OH, WI

Zone 11
(NEW ENGLAND)
CT, MA, ME, NH, RI, VT

Zone 10
(MIDDLE ATLANTIC)
PA, NJ, NY

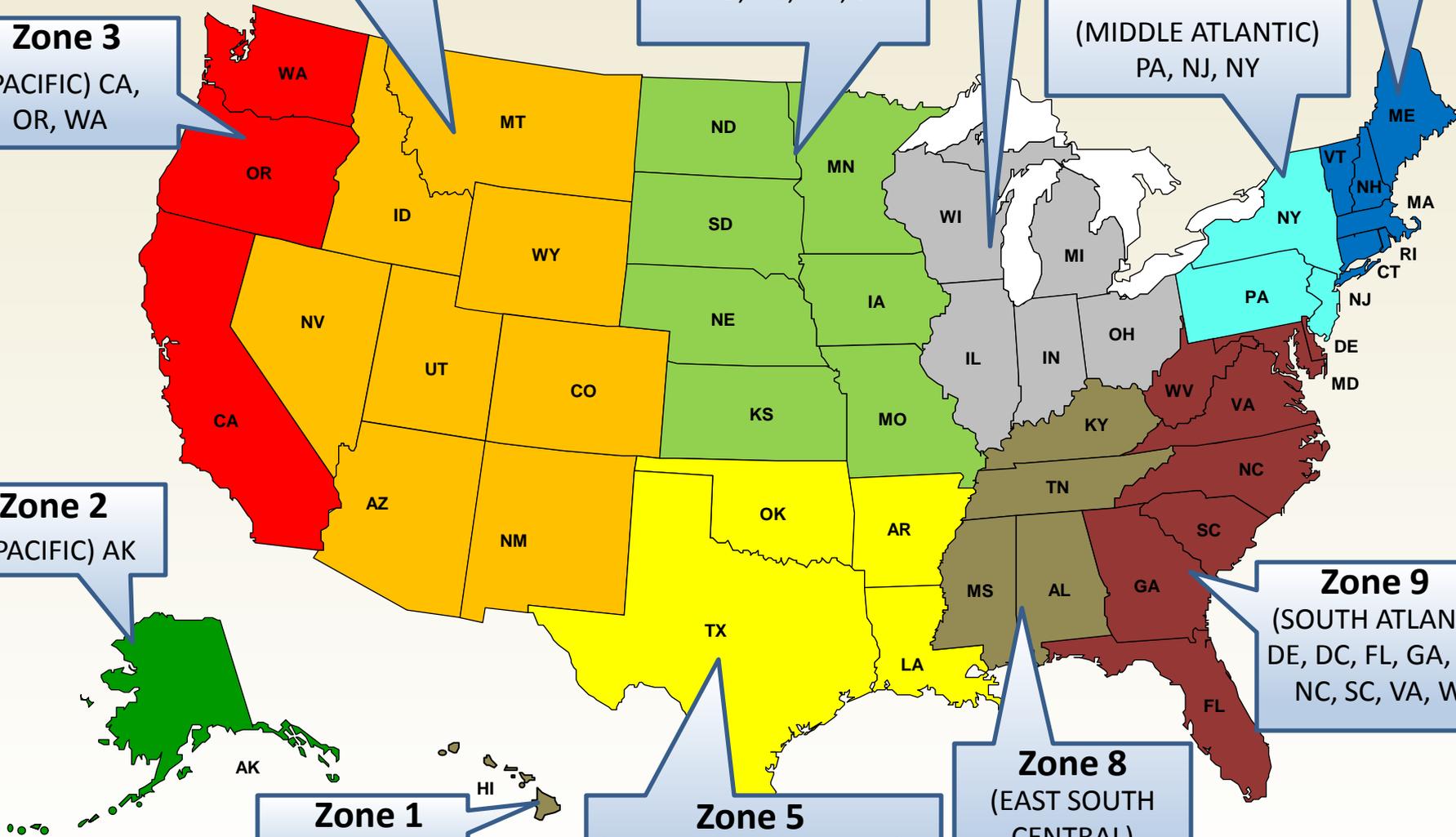
Zone 2
(PACIFIC) AK

Zone 1
(PACIFIC) HI

Zone 5
(WEST SOUTH CENTRAL)
AR, LA, OK, TX

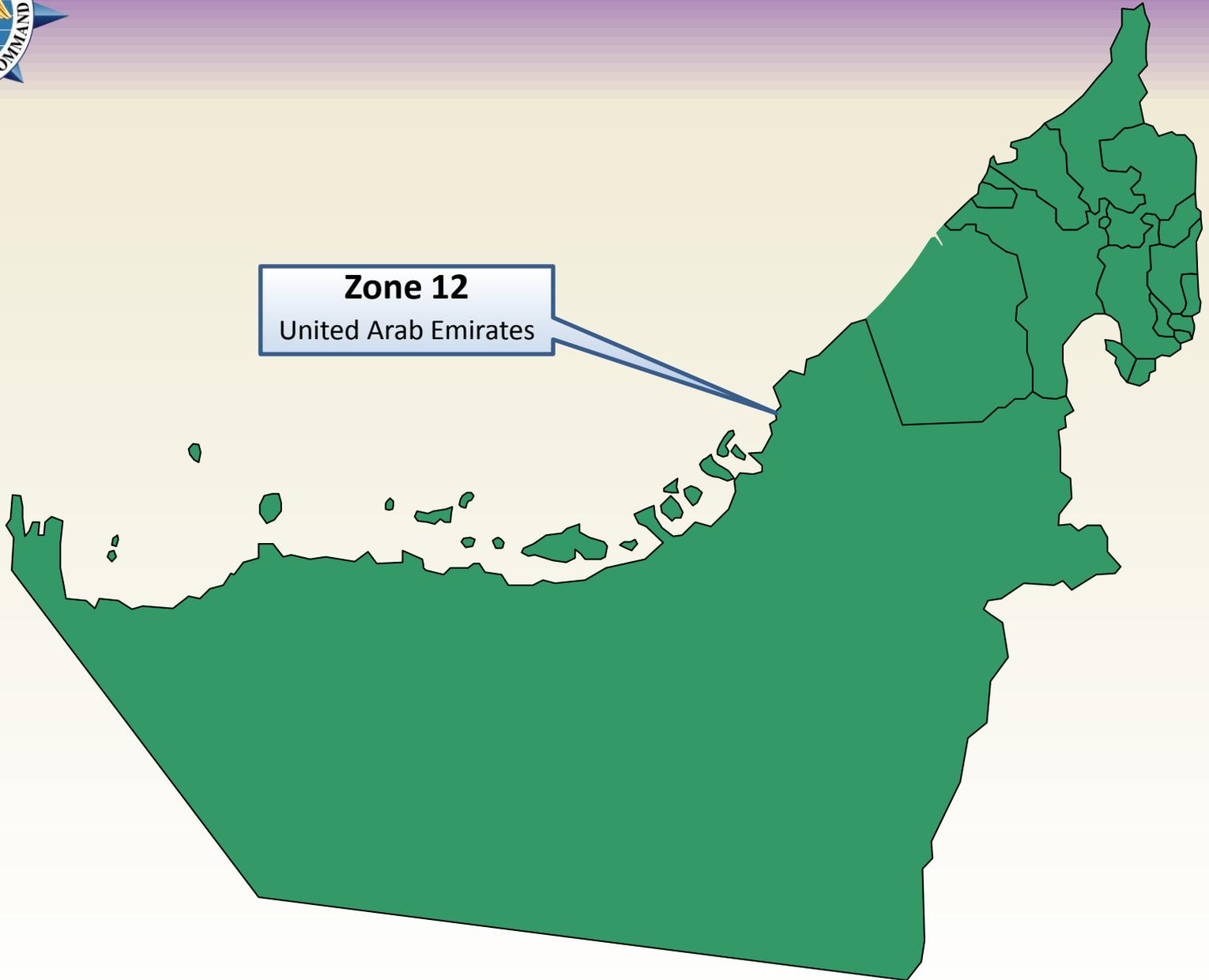
Zone 8
(EAST SOUTH CENTRAL)
AL, KY, MS, TN

Zone 9
(SOUTH ATLANTIC)
DE, DC, FL, GA, MD, NC, SC, VA, WV





ZONES

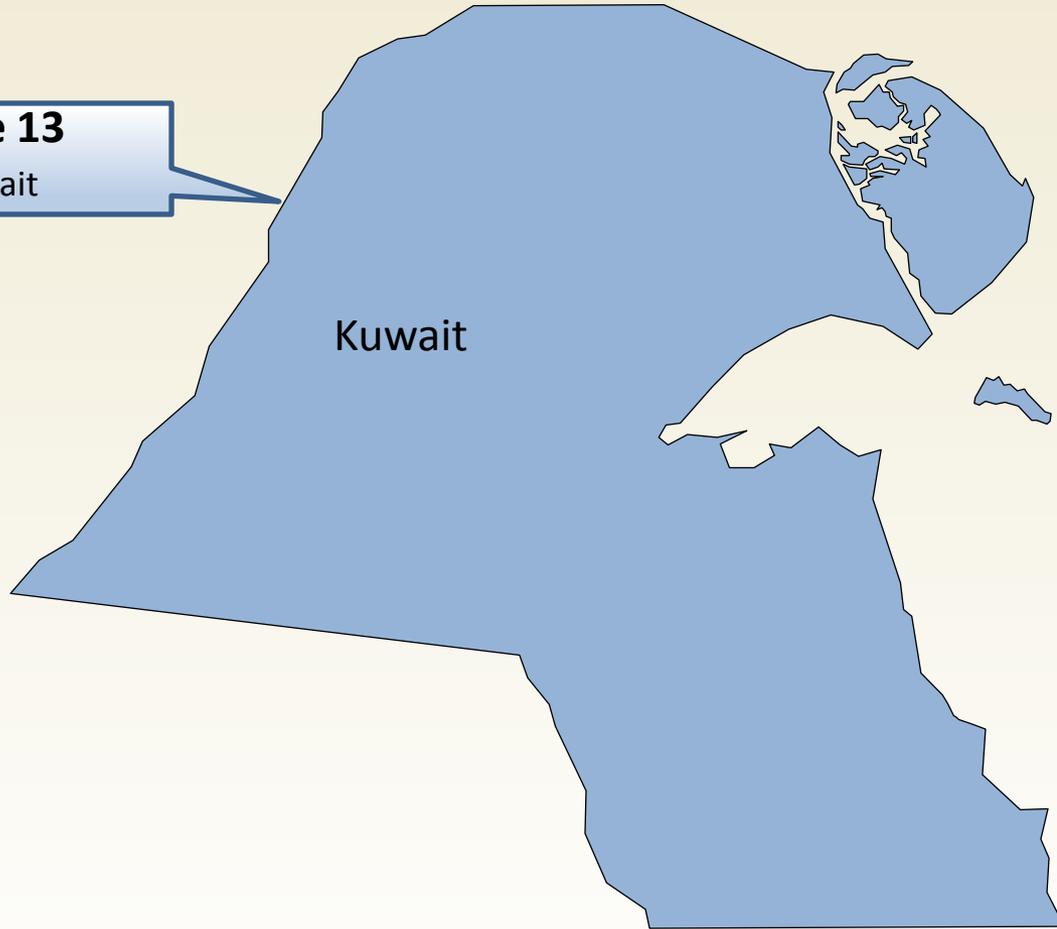


Zone 12
United Arab Emirates



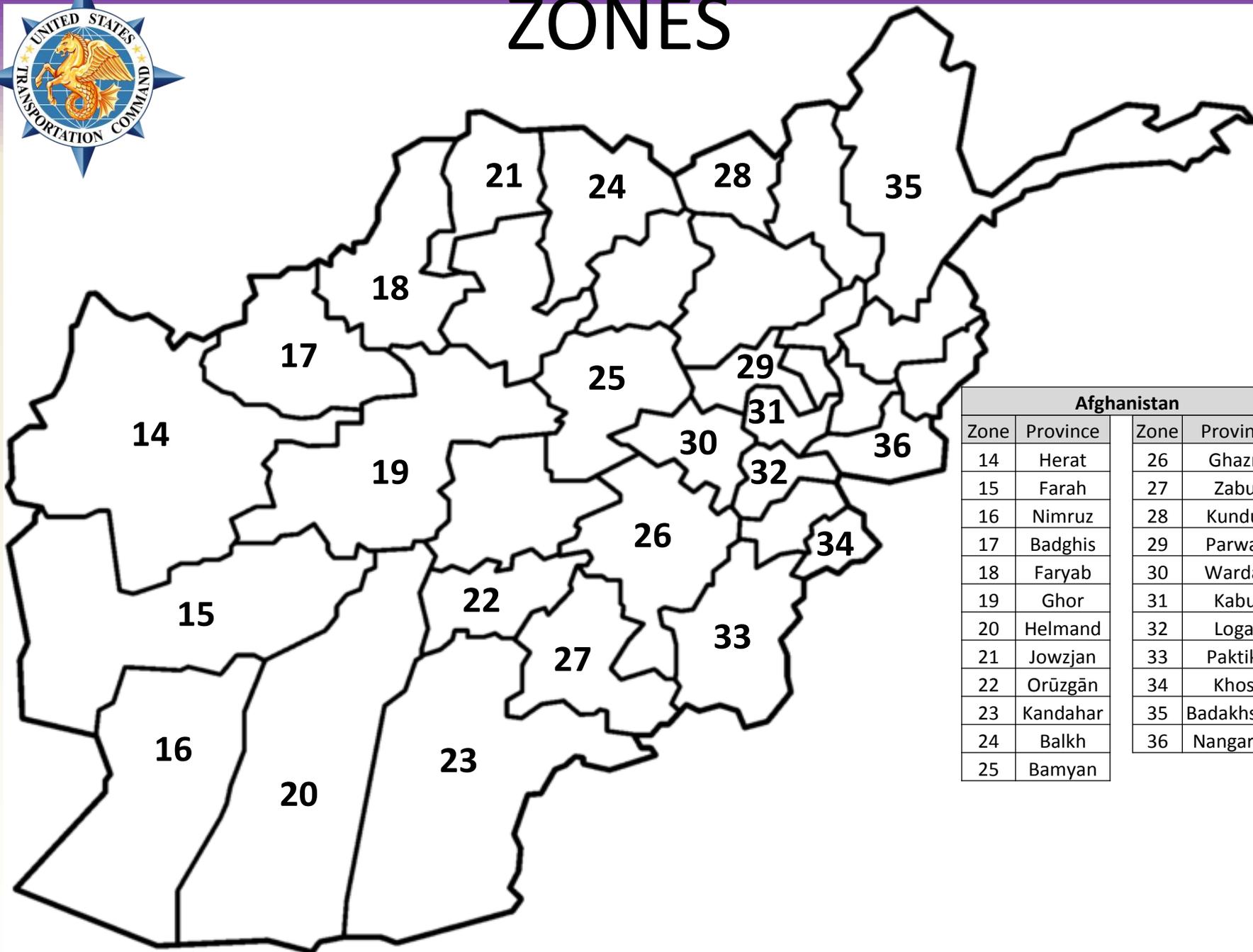
ZONES

Zone 13
Kuwait





ZONES



Afghanistan			
Zone	Province	Zone	Province
14	Herat	26	Ghazni
15	Farah	27	Zabul
16	Nimruz	28	Kunduz
17	Badghis	29	Parwan
18	Faryab	30	Wardak
19	Ghor	31	Kabul
20	Helmand	32	Logar
21	Jowzjan	33	Paktika
22	Orūzgān	34	Khost
23	Kandahar	35	Badakhshan
24	Balkh	36	Nangarhar
25	Bamyan		

Vendor Assessment Guidelines for Twenty Critical Security Controls for Effective Cyber Defense: Consensus Audit Guidelines (CAG)

General. Organizations should compare all 20 control areas against their current status.

The 20 Critical Controls are:

1. [Critical Control 1: Inventory of Authorized and Unauthorized Devices](#)
2. [Critical Control 2: Inventory of Authorized and Unauthorized Software](#)
3. [Critical Control 3: Secure Configurations for Hardware and Software on Mobile Devices, Laptops, Workstations, and Servers](#)
4. [Critical Control 4: Continuous Vulnerability Assessment and Remediation](#)
5. [Critical Control 5: Malware Defenses](#)
6. [Critical Control 6: Application Software Security](#)
7. [Critical Control 7: Wireless Device Control](#)
8. [Critical Control 8: Data Recovery Capability](#)
9. [Critical Control 9: Security Skills Assessment and Appropriate Training to Fill Gaps](#)
10. [Critical Control 10: Secure Configurations for Network Devices such as Firewalls, Routers, and Switches](#)
11. [Critical Control 11: Limitation and Control of Network Ports, Protocols, and Services](#)
12. [Critical Control 12: Controlled Use of Administrative Privileges](#)
13. [Critical Control 13: Boundary Defense](#)
14. [Critical Control 14: Maintenance, Monitoring, and Analysis of Audit Logs](#)
15. [Critical Control 15: Controlled Access Based on the Need to Know](#)
16. [Critical Control 16: Account Monitoring and Control](#)
17. [Critical Control 17: Data Loss Prevention](#)
18. [Critical Control 18: Incident Response and Management](#)
19. [Critical Control 19: Secure Network Engineering](#)
20. [Critical Control 20: Penetration Tests and Red Team Exercises](#)

The entire text of the 20 Critical Security Controls is available for reference at:

<http://www.sans.org/critical-security-controls/>

Procedures:

1. Review each control.
2. Determine what procedures and tools exist within your organization to meet this control.
3. Document the result of 1-2 using the suggested template provided.
4. Provide any additional information about your company's cyber security posture.

Company (Name): Information Assurance Report

Executive Summary: (descriptive self-assessment of the company's overall information security posture)

A. Assessment of Twenty Critical Security Controls for Effective Cyber Defense: Consensus Audit Guidelines (CAG)

1. Control 1. Inventory of Authorized and Unauthorized Devices
 - a. Procedures and Tools supporting this control:
(List the procedures and tools used in your organization for this control)
 - b. Method to achieve control metric:

2. (Continue for remaining 19 controls).

If a particular control does not exist or is not used within your organization, please state this.

B. Assessment of Additional Security Measures for Effective Cyber Defense

1. Measure. (Title of additional measure/control)
 - a. Procedures and Tools supporting this measure/control:
(List the procedures and tools used in your organization)
 - b. Method to achieve measure/control metric:

2. (Continue for remaining measures/controls)

**LESSONS LEARNED/SUBMISSION RECOMMENDATIONS
RELATED TO USTRANSCOM CYBER DEFENSE CONTRACT LANGUAGE
FOR NON-INFORMATION TECHNOLOGY (IT) REQUIREMENTS**

Cyber defense contract language for non-IT requirements

- Submission with proposal:
 - Assess your security program based on SANS 20 Critical Security Controls for Cyber Defense (<http://www.sans.org/critical-security-controls>). The latest version is available at this link and descriptions for each control are detailed, along with a description of each control, how to implement the control, procedures and tools for the control, and effectiveness metrics and test examples
 - Submit a security plan addressing SANS 20 Critical Security Controls and describing how your environment safeguards DOD information resident on or transiting unclassified information systems from unauthorized access and disclosure.
- After contract award:
 - Implement the security plan you submitted with your proposal
 - Report incidents in accordance with contract requirements and comply with other aspects in the contract, including reporting of incidents to the USTRANSCOM Cyber Operations Center (CyOC)

General observations in reviewing cyber defense proposal submissions

- Responses not in format specified in solicitation
 - Example: the template requires responses to the 20 Critical Security Controls to have two parts for each of the 20 controls:
 - a. Procedures and tools supporting this control: (List the procedures and tools used in your organization for this control)
 - b. Method to achieve control metric: (what metrics are in place to measure the effectiveness of the control)
 - A frequent problem is receiving submissions that do not have both Procedures and Tools, and Method to Achieve control Metric. Both are required.
- Responses provided do not address intent of the control
- Responses lack sufficient detail to determine if intent of the control is met
- Response is missing or incomplete for a control

Specific observations in reviewing cyber defense proposal submissions

- Control responses with high percentage of problems:
 - A significant number of responses for SANS Control 6 (Application Software Security) responses frequently do not address intent of control
 - Responses should consider the description of the control, and measures described for how to implement the control, found at: <http://www.sans.org/critical-security-controls/control/6>

Frequently Asked Questions:

1. How are contractors' Information Assurance Reports evaluated?

Answer: Contractor's responses/assessments to the SANS 20 Critical Controls "Procedures and Tools" and "Methods" are reviewed and rated either ACCEPTABLE or UNACCEPTABLE by Government personnel.

2. How is cyber security requirements monitored?

Answer: The contracting officer may request an updated Information Assurance Report 30 days prior to the exercise of an option period.

Multimodal Carrier Safety and Oversight Audit Checklist

Introduction. Civil Reserve Air Fleet (CRAF) or Voluntary Intermodal Sealift Agreement (VISA) prime carriers are responsible for performance of their Non-DoD Approved air subcontractors. CRAF/VISA carriers must ensure each Non-DoD Approved air subcontractor is approved by the country-specific Civil Aviation Authority (CAA) prior to providing service to the following countries: Iraq, Afghanistan, Kuwait, Qatar, UAE, Bahrain, Oman, Djibouti, Uzbekistan, Kyrgyzstan, Pakistan, Egypt, Turkey, Jordan, Yemen, Kenya, Sudan, and Ethiopia. The Government reserves the right to request the CRAF/VISA carrier provide copies of information pertaining to approved Non-DoD Approved air subcontractors. As a minimum, the following information must be reviewed by the country-specific CAA prior to the Non-DoD Approved carrier providing service:

- a. Air Subcontractor Certificate (AOC) with operation specification
- b. Valid airworthiness certificate
- c. Valid aircraft registration
- d. Proof of commercial insurance (including third party)
- e. Legal corporate or company papers
- f. Record of air carrier ownership/place of business
- g. Air carrier fleet size
- h. Air carrier International Air Transport Association (IATA) code

The term “Civil Aviation Authority (CAA)” or “State” is used to identify a government entity providing federal oversight of an air carrier’s operation. The Federal Aviation Administration (FAA) is the CAA for the United States. The generic term CAA will be used in this checklist since 32 CFR 861 requirements are applicable to all air carriers doing business with the DoD, international as well as domestic.

Section 1: Non-DoD Approved Air Subcontractor Safety and Oversight Audit Program

1. Objectives.

1.1 The purpose of the CRAF/VISA carrier’s safety and oversight audit program is to ensure Non-DoD Approved air subcontractors meet safety standards, DoD requirements, and the operational standards of the applicable State. CRAF/VISA carriers will not use Non-DoD Approved air subcontractors on internationally recognized CAA safety “Banned” lists.

1.1.1 CRAF/VISA carriers (prime contractors) must adequately describe their ability to assess the Non-DoD Approved air subcontractor’s level of safety. This assessment will be based upon a safety audit performed by the CRAF/VISA carrier or an independent International Air Transport Association (IATA) accredited 3rd party audit organization and shall include, at a minimum, a review of the Non-DoD Approved air subcontractor’s safety programs in the following areas:

- a. Operation of aircraft
- b. Maintenance Procedures
- c. Airworthiness of aircraft

1.1.2 Following completion of this audit, the CRAF/VISA carrier shall issue a “Statement of Compliance” to the contracting officer affirming each Non-DoD Approved air subcontractor complies with the safety requirements of this checklist. The contracting officer shall maintain a copy of the compliance statements.

2. Scope. The Non-DoD Approved air subcontractor will be expected to conform to the requirements of the state CAA, which should conform to the safety standards and recommended practices established in International Civil Aviation Organization (ICAO) Annexes 1, 6, 8, and 18. The audit process will evaluate the performance of the Non-DoD Approved airline against those criteria specified in the applicable ICAO standards.

3. System for Reporting and Correcting Findings. The CRAF/VISA carrier’s audit team will ensure the Non-DoD Approved air subcontractor has a process to identify irregularities and accident precursors that may occur during routine operations and/or special circumstances.

4. Audit Frequency. The initial audit is valid for 24 consecutive months. CRAF/VISA carriers will conduct a renewal audit of each Non-DoD Approved air subcontractor prior to the expiration date of the initial audit. The renewal audit should take place in time to ensure that problems discovered during the renewal audit can be corrected before the expiration date of the previous audit.

5. Report Content

5.1 The audit report should contain the following:

- 5.1.1 Title. The title should identify the Non-DoD Approved air subcontractor audited and the U.S. air carrier, or third party, responsible for the audit.
- 5.1.2 Signature and date of the audit report.
- 5.1.3 Identify audit team members.
- 5.1.4 Identify primary maintenance and training facilities evaluated,
- 5.1.5 Identify objectives and scope of audit.
- 5.1.6 Findings and corrective actions.
- 5.1.7 Complete checklists reflecting whether each standard was applicable, and if so, whether the Non-DoD Approved air subcontractor satisfactorily met or did not meet the performance standard.

6. Report Retention. Maintain all Non-DoD Approved air subcontractor audit reports for a period of not less than 5 years and all documented evidence for a period of not less than 24 months. The government reserves the right to request copies of audit reports.

7. Compliance Statement. The CRAF/VISA carrier should provide the signed compliance statement for all audits conducted. A compliance statement should be submitted only after all corrective actions have been completed and not be predicated on future actions planned to be completed. At a minimum, the compliance statement should contain a statement that the Non-DoD Approved air subcontractor’s operations for CRAF/VISA carrier service meet all applicable ICAO standards.

Section 2: Non-DoD Approved Air Subcontractor Audit Checklist (all references to subcontractor in the checklist below refers to Non-DoD Approved air subcontractor)

1. Subcontractor Overview. Establish and implement policies and procedures that enhance the CAA’s minimum operations and maintenance standards. Analyze audit results to determine the cause of any deficiency. Audit foreign code-sharing air carrier partners or Subcontractors at least every 24 months.				
1.1 What are the pertinent aspects of the Subcontractor’s history? (e.g., air transportation services provided and geographic region served)				
1.2 What type of operations does the Subcontractor specialize in?				
1.3 Number of employees _____				
1.4 Does the Subcontractor have any significant future plans for expanding its scope of operation or services? If yes, briefly describe Subcontractor’s expansion plans.				
2. Operations Management.				
	Yes	No	N/A	Comments
2.1 Does the Subcontractor’s Chief Executive Officer or equivalent emphasize safety as a top priority?				
2.1.1 Is the Subcontractor’s safety philosophy published and accessible to critical safety (licensed) personnel?				
2.1.2 Where is it published/located?				
2.1.3 Do you interact regularly with the Subcontractor’s safety Point of Contact?				
2.1.4 Does the Subcontractor perform an operational risk management (ORM) review before each mission?				
2.1.4.1 Is there a process to mitigate risks?				
2.1.4.2 Is there a process to approve missions with increased risk at a higher level than the basic crew?				
2.2 How would you assess your relationship with your State				

Regulatory Authority?				
2.3 Do you operate into any airfields designated as “special airfields”?				
2.3.1 Has the Subcontractor identified special routes or airfields other than those designated by the CAA or DoD?				
2.4 Does the Subcontractor operate any missions it considers higher risk than standard?				
2.4.1 Have these missions been appropriately identified in operator’s manual system?				
2.4.2 Are there special qualifications necessary to serve as a flight crewmember for these increased risk flights?				
2.4.3 Are there other policies or procedures designed to mitigate increased risk flights?				
2.5 How does the Subcontractor's day-to-day risk level compare to other companies of similar size?				
3. Subcontractor Infrastructure.				
	Yes	No	N/A	Comments
3.1 Does the infrastructure adequately support the CRAF/VISA carrier’s operations?				
3.2 Is managerial experience appropriate for each position?				
3.2.1 Are managers full time employees of the Subcontractor?				
3.3 Is the organizational structure suitable for the Subcontractor?				
3.3.1 Are there clear lines of authority?				
3.4 Are managerial duties and responsibilities clearly defined and free from conflict of interest?				
3.4.1 Where is this documented?				
3.5 Is there frequent turnover of key management personnel? If yes, explain.				
4. Internal Audits. An internal quality audit program (or other method capable of identifying in-house deficiencies and measuring compliance with stated policies and standards) has been implemented. Foreign code-sharing air carrier partners are audited at least every 24 months and any findings are resolved.				
	Yes	No	N/A	Comments
4.1 Is there an internal quality and safety audit program or other method that measures compliance with policies and standards and identifies in-house deficiencies to senior management?				
4.1.1 Briefly describe your internal audit program and identify the key components. (Be prepared to provide supporting documentation where applicable.)				
4.1.1.1 Is this program documented? If yes, where?				
4.1.1.2 Knowledgeable and trained auditors?				
4.1.1.3 Scheduled audits are: semi-annual__ annual __ biennial __ other __				
4.1.1.4 Are published checklists available and used for the audit of each safety critical function?				
4.1.1.5 Discrepancy tracking? (to include follow-up and documentation to close out)				
4.1.1.6 Is Root Cause Analysis required for investigation of identified discrepancies?				
4.1.1.7 Is Trend Analysis conducted?				
4.1.1.8 Is there an adequate level of Senior Management coordination?				

4.1.2 Does audit scope ensure a comprehensive examination of Subcontractor's operations?				
4.1.3 Are there safety goals established, measured and recalibrated on a periodic basis?				
4.2 Do external audits corroborate the Subcontractor's quality and safety program effectiveness?				
5. Safety Program.				
	Yes	No	N/A	Comments
5.1 Director of Quality and Safety (or equivalent): • How many years of aviation experience do you have? _____ • Have you received any formal safety training? • Who do you report to?				
5.2 Who is the Subcontractor's safety focal point? • To whom does this person report directly? • Has the safety focal point received formal training?				
5.3 Provide an overview of the Subcontractor's flight safety program and safety culture?				
5.4 Are the safety programs and policies accessible to all safety critical employees?				
5.5 Is there formal training for crew members and maintenance personnel?				
5.6 Are there processes for disseminating safety information? ---- Meetings ---- Read File ---- Manuals ---- Displays ---- Bulletins ---- Web page ---- E Mail ---- Training Syllabus ---- Other				
5.6.1 Does the process ensure that aircrews receive safety information in a timely manner?				
5.6.2 Are relevant accident and incident reports provided to the applicable disciplines?				
5.7 Is there a safety audit process to detect and resolve safety hazards?				
5.7.1 Does management solicit aircrew feedback to identify hazards? ---- Hazard Reports ---- Safety Hotline ---- Fax ---- Irregularity Reports ---- E-mail ---- Other				
5.7.2 Are reported or identified hazards investigated and tracked? • Is trend analysis accomplished? • Is there documentation?				
5.7.3 Is a resolution process in place for reported or identified hazards?				
5.7.4 Is senior management involved in the hazard reporting and resolution process?				
5.8 What action does the Subcontractor take following accidents and incidents? • Provide examples of actions				

6. Flight Operations. CRAF/VISA carriers shall ensure established flight operations policies and procedures are up-to-date, reflect the current scope of operations, and clearly defined to Flight Operations employees. Additionally, CRAF/VISA carriers shall ensure all aircrew members are proficient/fluent in English to be able to communicate with Airfield Management/Air Traffic Control Tower personnel.				
	Yes	No	N/A	Comments

<p>6.1 General infrastructure information</p> <ul style="list-style-type: none"> • Basic route structure: • Flights / day _____ • Types and numbers of aircraft • Main Base of Operation • Alternate Operating Locations 				
<p>6.2 Pilot force:</p> <ul style="list-style-type: none"> • Total # of pilots _____ 				
<p>How many?</p> <p>___ Captains ___ First Officers ___ Flight Engineers</p> <p>___ Navigators</p> <p>Avg Total Hours?</p> <p>_____ Captains _____ First Officers</p> <p>_____ Flight Engineers _____ Navigators</p> <p>Ratings?</p> <p>_____ Captains _____ First Officers</p> <p>_____ Flight Engineers _____ Navigators</p>				
<p>Identify English Level (ensure all aircrew members are proficient/fluent in English to be able to communicate with Airfield Management/Air Traffic Control Tower personnel) (Good = G, Poor = P)</p> <p>___ Captains ___ First Officers ___ Flight Engineers</p> <p>___ Radio Subcontractors ___ Navigators</p>				
<p>6.3 Does a trade union represent the pilots?</p> <p>If yes, who? _____</p> <ul style="list-style-type: none"> • If yes, when does the existing contract expire? • Any significant labor relation tensions? 				
<p>6.4 Average flying time:</p> <ul style="list-style-type: none"> • Per month _____ • Guaranteed _____ 				
<p>6.5 What is the pilot turnover rate? (low, average, high)</p> <ul style="list-style-type: none"> • Primary reason? 				
<p>6.6 Are there processes for disseminating ops information to the crews?</p> <p>---- Meetings ---- Read File ---- Training Syllabus</p> <p>---- Displays ---- Bulletins ---- Dispatch Release</p> <p>---- E Mail ---- Web page ---- Other</p>				
<p>6.7 Among these processes in 6.6, is there a published policy that identifies safety as the top priority?</p>				
<p>6.8 Are there processes for receiving feedback from crews?</p> <p>---- Hazard/Irregularity Reports ---- E-Mail</p> <p>---- Flight Data Rec. ---- Hot line ---- Web Page</p> <p>---- Other ---- Duty Officer ---- Regular Meetings</p>				
<p>6.9 Do management personnel meet regularly with line personnel?</p>				
<p>6.10 Is the Subcontractor involved in increased risk operations?</p>				
<p>6.10.1 Are experience levels higher for those crews assigned to these missions?</p>				

6.10.2 Are there formal procedures for scheduling crews to these special operations?				
6.11 Is the Subcontractor an approved Dangerous Goods /Hazardous Material/Cargo carrier?				
6.11.1 If yes, what type(s)?				
7. Flight Crew Employment.				
	Yes	No	N/A	Comments
7.1 Is there an established screening process for applicants? --- Interview: Ops Management / Personnel --- Simulator check --- Testing: Technical / psychological --- Alcohol / Drug screening --- Background checks: Aviation / criminal --- Other?				
7.2 What are the minimum requirements for new-hires?				
7.3 Does the Subcontractor hire contract (ex-patriot) pilots? If yes, from where?				
7.4 What is the new hire failure rate? _____				
7.4.1 What is the new hire failure process?				
7.5 Number of pilots hired in past 12-months? _____ Identify the reason for number of new pilots hired. --- Retirements? --- Subcontractor expansion? --- Pilot's moving to other airlines? --- Other?				
7.6 Projected number of new-hires in upcoming year?				
8. Upgrade Training.				
	Yes	No	N/A	Comments
8.1 Is there a screening process for Captain upgrade candidates? --- Seniority / contractual --- Min hours _____ --- Training Captain recommendation --- Training records check --- Minimum flight experience requirements? --- Other? _____				
8.1.1 Are there minimum flight experience requirements?				
8.2 What is the pass / fail rate for Captain upgrade candidates? _____				
8.2.1 What are the procedures for upgrade failures?				
8.3 Are principles of Crew Resource Management taught in Captain upgrade training?				
9. In-Flight Performance.				
	Yes	No	N/A	Comments
9.1 Does the Subcontractor have a flight standards / evaluation department?				
9.2 What is the screening process for evaluator / standardization candidates?				
9.3 How does the Subcontractor identify and resolve performance trends?				
9.4 Is aircrew performance analyzed as part of the standards / evaluation process?				
10. General Operations Manual (GOM).				

	Yes	No	N/A	Comments
10.1 Does the GOM clearly define and explain operational and safety policies?				
10.1.1 If not, how are safety policies formally relayed to aircrew?				
10.2 Are the types of CAA approved operations identified?				
10.3 Are Dangerous Goods / Hazardous Cargo notification, recognition, and acceptance procedures defined and explained in the GOM?				
10.4 Is the Subcontractor's operations manual revised to remain current with operations changes?				
10.4.1 What process is used to disseminate operations manual revisions?				
10.4.2 Is there a process to validate currency of issued manuals? • Revision / receipt follow-up procedures? • Publications / manuals checks (typically with annual proficiency check)? • Other? _____ • Documentation validating process?				
10.4.3 Is there a process for disseminating time sensitive changes to ops manuals? ---- Bulletins ---- Dispatch Package ---- Read File ---- Other? _____				
11. Aircrew Records. Personnel records are maintained and reflect experience, qualifications, and medical status.				
	Yes	No	N/A	Comments
11.1 What type of process is used to manage pilot records (paper or electronic)?				
11.1.1 Are records organized according to a standardized specified format?				
11.1.2 Is there a backup process? (paper or electronic)?				
11.1.3 If electronic, how often is data backed up?				
11.1.4 Where are backups stored?				
11.2 Is there a process /procedure to ensure entered data is accurate?				
11.3 Are records maintenance procedures documented?				
11.4 How are due dates tracked, verified, input, and communicated to crew scheduling?				
11.5 Are there audits associated with the records process?				
11.5.1 If so, what is the process and how often is it accomplished?				
11.6 Use the following as a guideline when checking items in pilot records: • Medical certificate • Airmen certificate • Initial, transition, captain upgrade • HAZMAT training (init / recurrent) • Differences training • Emergency training				
12. Aircrew Training.				
	Yes	No	N/A	Comments
12.1 Training manual review:				

12.1.1 Are all simulators / flight training devices listed?				
12.1.2 Is security training listed?				
12.1.3 How often is the manual updated?				
12.2 Is any training accomplished using contractor facilities or instructors?				
12.2.1 Is contractor training listed in the training manual?				
12.2.2 Does the Subcontractor provide formal oversight of contractor operations?				
12.3 Where is Ground training accomplished and whose instructors are used?				
• Aircraft Type?				
• Location?				
• Instructors (Subcontractor or contract)?				
12.4 Where is Simulator training accomplished and whose instructors are used?				
• Aircraft Type?				
• Location?				
• Instructors (Subcontractor or contract)?				
12.5 Is line oriented flight training accomplished?				
12.6 Is any training accomplished in the actual aircraft?				
• Aircraft Type?				
• Location?				
• Instructors (Subcontractor or contract)?				
12.7 Does crew coordination training include principles of CRM? (initial/recurrent)				
• Are other aircrew personnel present? (Dispatchers / radio Subcontractors / navigator / load masters?)				
• If not, is there cross specialty training?				
12.8 Is emergency drill training accomplished for Pilot and Cabin Personnel (if applicable)?				
12.9 Do aircrew receive training on cargo inspection / loading procedures?				
12.10 Does the Subcontractor have an approved advanced qualification program?				
12.11 Does the Subcontractor have a special airport qualification training program?				
12.12 Is the Subcontractor aware of the DoD requirements for DoD certified airfields?				
12.13 Does the Subcontractor conduct Dangerous Goods / Hazardous Cargo training?				
• Initial / Recurrent?				
• What is the scope of training?				
12.14 Is there a screening process for instructor upgrade candidates?				

• Min hours _____				
• Training records check				
• Standards Captain / Evaluator Pilot recommendation				
• Operations management review				
• Other?				
12.15 What is the number of instructors? (Are these numbers adequate?)				
Ground _____				
Sim _____				
Flight _____				
12.16 Is there a screening process for Standards Captains / Evaluator Pilot assigned?				
• Min hours _____				
• Training records check				
• Standards Captain / Evaluator Pilot recommendation				
• Operations management review				
• Other?				
12.17 To which department are Standards Captains / Evaluator Pilots assigned?				
12.18 How many check airmen are employed? (are these numbers adequate for the Subcontractor's size?)				
• Check Airmen? _____				
• APDs? _____				
12.19 Are there regular meetings conducted to discuss training/evaluation issues?				
• Are identified evaluation trends incorporated into the training program?				
12.20 Are training sessions periodically audited?				
12.21 Are there audits associated with the training records process?				
12.21.1 If so, what is the process and how often is it accomplished?				
13. Other Aircrew: Loadmasters/Radio Subcontractor/Navigator				
	Yes	No	N/A	Comments
13.1 Are crewmembers organized under the operations department?				
• If not, what functional area?				
• Do they interface with ops mgt/safety?				
13.2 Total number? _____				
13.3 Average experience in years? _____				
13.4 What is the average flying time per month? _____				
13.5 How are flight and duty time requirements tracked?				

13.6 Are there processes for disseminating ops information to your crews? ---- Meetings ---- Read File ---- Training Syllabus ---- Displays ---- Bulletins ---- Dispatch Package ---- E Mail ---- Manuals ---- Other ---- Web page				
13.7 Are there processes for receiving feedback from crews? ---- Hazard/Irregularity Reports ---- E-Mail ---- Web page ---- Regular Meetings ---- Hot line ---- Other ---- Duty Officer ---- Trip Reports				
14. Cargo Loadmaster Hiring.				
	Yes	No	N/A	Comments
14.1 What is the screening process for applicants? • Interview Process? • Background checks? • Other?				
14.2 What are the minimum requirements for new-hires?				
14.2.1 Are there any other requirements that are preferred, but not required? If yes, identify them.				
14.3 Number hired in past 12-months? _____				
14.4 Projected number of new-hires over next 12-months? _____				
15. Cargo Loadmaster Training.				
	Yes	No	N/A	Comments
15.1 Does the training manual adequately cover training materials?				
15.1.1 Is it updated frequently? Identify frequency.				
15.2 Where is your ground training accomplished and whose instructors are used? • Training? • Device? • Location Instructors (Subcontractor or contract)?				
15.3 Number of instructors/evaluators? • Instructors _____ • Evaluators _____				
15.4 Does crew coordination training include principles of CRM? (initial/recurrent) • Are other personnel present? (pilots/dispatchers/LMs) • If not, is there cross specialty training such as a pilot instructor teaching a Loadmaster CRM course or vice versa?				
15.5 Is Loadmaster and pilot joint emergency procedures drill training accomplished?				
16. Loadmaster Operations Manual.				
	Yes	No	N/A	Comments
16.1 What process is used to disseminate revisions to manuals?				
16.2 Is there a process to validate currency of issued manuals? • Revision / receipt follow-up procedures • Pubs / manuals checks (typically with annual training) • Other? _____				
16.3 Is there a process for disseminating time sensitive changes to the ops manual? ---- Bulletins ---- Dispatch Release ---- Read File ---- Other				
17. Aircrew Scheduling.				

	Yes	No	N/A	Comments
17.1 Explain general procedures for how pilots, flight engineers, navigators, and loadmasters are placed on the flying schedule.				
17.1.1 Are the scheduling procedures automated in any way?				
17.1.2 If yes, is there an adequate backup system?				
17.2 On average, how many hours is a crewmember scheduled for each month?				
17.3 Are flight and duty time records organized and sufficiently detailed to show compliance with State Authority requirements? • Recurrent training? • Duty time limits?				
17.4 Are there audits associated with the training records process? • If so, what is the process and how often is it accomplished?				
17.5 On average, how many hours is the crewmember scheduled for each month?				
17.6 Are there procedures to prevent scheduling non-current or unqualified crewmembers? (Check Y or N) • --- Flight and duty time limits • --- Management logging office time as duty time • --- Recurrent training, medicals, and check rides • --- Special airport and route qualifications • --- Aircrew qualifications for DoD certified airfields • --- Does the Subcontractor conform to the requirement of the CAA for pilot proficiency • --- Pilot in Command (PIC) must have 3 T/Os and Landings in past 90 days (FAR 135.247)				
17.7 Does the Subcontractor factor crew experience when scheduling missions? (Other than the rule for 75 hours)				
17.8 If other commercial flying is allowed, is it tracked and accounted for in flight and duty limits?				
17.9 Do flight and duty time records show compliance with the requirements of the state?				
17.10 Are there adequate security procedures for the crew records? 17.10.1 Are paper files locked? 17.10.2 Are computer files password protected?				
17.11 Are there audits associated with the scheduling process? And how often are they accomplished?				
18. Loadmaster Records.				
	Yes	No	N/A	Comments
18.1 What type process, paper or electronic?				
18.2 If paper, are records organized according to a published and standardized format?				
18.3 If automated, is there a backup system?				
• Backup power?				
• Backup paper process?				
• How often is data backed up?				
• Where are backups stored?				
18.4 Are records maintenance procedures documented?				
18.4.1 Can another person step in and perform the job using only the documented procedures?				

18.5 How are due dates tracked, verified, input, and coordinated with scheduling to ensure only current crewmembers are put on the schedule?				
18.6 If required, is Dangerous Goods / Hazardous Cargo training documented in the training records?				
18.7 Are there audits associated with the records process?				
18.7.1 If so, what is the process and how often is it accomplished?				
19. Operational Control: Flight Operations Officers / Director of Operations. Effective mission control includes communications with aircrews and the capability to respond to irregularities or difficulties encountered.				
	Yes	No	N/A	Comments
19.1 How many Dispatch / Flight Following Personnel? _____ • What is their average experience in years? _____ • What is the turnover rate? _____ • Primary reason for employee turnover?				
19.2 What are the minimum requirements required by your operation?				
19.3 What is the duty Schedule? • Hour per day _____? • Days on _____? • Days off _____?				
19.4 Describe shift manning:				
19.4.1 Is there a designated supervisor?				
19.5 Are Dispatch / Flight Following personnel represented by a Trade Union organization?				
19.5.1 When is the contract amendable?				
19.5.2 Are there any labor tensions / concerns? If yes, identify any concerns.				
19.6 Can the Subcontractor show documentation of the following requirements? • Flight Operation Officer license • Competency check • Operations familiarization				
19.7 Does training include principles of Dispatcher Resource Management (DRM)? • Initial? • Recurrent?				
19.8 Describe how the operations control center is organized.				
• 24 hour operations? • Co-located with Crew Scheduling? • Co-located with the Maintenance Control Center? • Operations representative? • Other?				
20. Flight Planning.				
	Yes	No	N/A	Comments
20.1 How does the Subcontractor perform airfield analysis?				
20.2 What is the source of aircraft performance data?				
20.3 How does the Subcontractor determine conditions exist for a safe takeoff?				
20.4 Who calculates weight and balance? • Are actual weights used for DoD cargo charters? • Is this procedure documented?				

20.5 Is the flight plan automated? • How is flight/fuel planning accomplished? • Who is responsible for compliance with air navigation compliance: _____ • Who files the flight plan, diplomatic clearances, and prior permission for military instillations? _____				
20.6 What is the primary source of weather information? • Is there a back-up source?				
20.7 What is the primary source of NOTAM information? • Is there a back-up source?				
21. Mission Monitoring.				
	Yes	No	N/A	Comments
21.1 Is the Subcontractor effectively flight following each mission? • Coverage: From: _____ To: _____ or 24 hours; • Days per week: _____				
21.2 If mission monitoring is automated, is there an adequate backup procedure?				
21.3 Is there an effective interface to ensure information flow between Aircrew, Maintenance, and Dispatchers? (e.g., dispatchers receive/forward timely MEL info)				
21.4 Does the Subcontractor have current DoD accident/incident notification procedures?				
22. Load Manifests.				
	Yes	No	N/A	Comments
22.1 Is it an automated or manual system?				
22.2 Who completes the load manifest?				
22.3 Do load manifests contain the required information? • Aircraft weight? • Maximum allowable T/O weight? • CG in limits? • Is the load manifest signed?				
22.4 Does the Subcontractor maintain the required records and reports?				
22.4.4 Does the Subcontractor maintain load manifest, flight release, flight plan, weather, airworthiness release, and pilot route certification for at least three months?				
23. DoD Charter Procedures.				
	Yes	No	N/A	Comments
23.1 How often does the Subcontractor perform charters operations for the CRAF/VISA carrier?				
23.2 Does the Subcontractor perform or plan to perform DoD charters?				
23.3 If the Subcontractor performs DoD charters, is the level of risk different from the non- DoD daily operations of the Subcontractor?				
23.4 What are your procedures to verify DoD cargo weights? • Are these procedures published?				
23.5 Is the Subcontractor's management personnel involved in the Theater Express charter planning process?				
23.6 Are there procedures for route planning, airport analysis, and risk assessment?				

23.7 Does Subcontractor have current FLIP publications? • Call 800-826-0342 for FLIP account assistance				
23.8 Does Subcontractor have Airfield Suitability and Restrictions Report (ASRR)? • Call (618) 229-3112 for electronic copy				
23.9 Does your company possess an operational secure fax/phone?				
23.10 When does the Air Operating Certificate Expire? (Obtain a copy for records)				
23.11 Does the Air Subcontractor have full and exclusive control of the aircraft it is operating on behalf of the CRAF/VISA carrier?				
23.12 Can the Subcontractor certify all of their employees and suppliers conform to the safety and security and trade restriction requirements of the U.S. Government?				
23.13 Event Reporting Requirements to DoD. • Attach copy				
24. Security. Subcontractor's personnel receive training in security responsibilities and practice applicable procedures during ground and in-flight operations. Compliance with provisions of the appropriate standard security program, established by the Transportation Security Administration or foreign equivalent, is required.				
	Yes	No	N/A	Comments
24.1 Does the Subcontractor provide its own security at any of its operating locations?				
24.2 Number of security coordinators: • Ground Security Coordinators (GSCs): _____ • Inflight Security Coordinators (ISCs): _____ • Number of instructors? _____				
24.3 Briefly describe the security training program: • GSC training program (initial / annual): • trained to visually screen freight for signs of IED introduction • ISCs trained in anti-hijacking / anti-terrorism?				
24.4 Is there a procedure to identify GSCs overdue recurrent training? (required annually)				
24.5 Briefly describe the GSC training records process:				
24.6 Are there audits associated with the GSC records process? • If so, what is the process and how often is it accomplished?				
24.7 Is the security program exercised?				
24.8 Would a visitor sense an appropriate level of security awareness? • In the Subcontractor's Facilities? • On the ramp?				
24.9 Are there provisions in place to deal with security threats such as: • Bomb threats? • Hijacking? • Discovery of an IED? • Discovery of contraband?				
24.10 Are there provisions in place to limit access to parked aircraft? • Vetting process for couriers and or deadhead crew? • Physical search of courier and or deadhead crew baggage or property? • Challenge unauthorized personnel near aircraft? • Physical search of aircraft prior to loading?				

Section 3: Maintenance Audit. This checklist was developed to assist the air carrier in preparing for the maintenance portion of the on-site survey. All requirements listed herein are rooted in the Code of Federal Regulations (CFRs) and the DoD Commercial Air Carrier Quality and Safety Requirements and are not intended to replace either.

1. Management.				
	Yes	No	N/A	Comments
1.1 Does the Subcontractor's management system use concise job descriptions and definitive lines of authority and responsibility?				
1.2 Is there an adequate and effective level of management staffing to support the Subcontractor's maintenance operations?				
1.3 Does the Subcontractor require that only Personnel with the proper, current and valid aviation credentials and experience are employed in Maintenance and Quality Postholder positions?				
1.4 Do Technical and Quality management personnel provide sufficient oversight of the Subcontractor's maintenance programs?				
1.5 Does the present Technical and Quality management structure meet the needs of the Subcontractor, to ensure positive oversight of each element of the Approved Maintenance Program?				
1.6 Is there clear and effective communication between management and supervisory personnel, the workforce, and each functional area?				
1.7 Do the Quality Organization and Production Maintenance Organization possess equivalent levels of authority?				
1.8 Is aircraft maintenance accomplished regardless of Planning / Scheduling?				
1.8.1 Regardless of potential lost revenue due to mission cancellation or delay?				
1.8.2 Regardless of competitive image or other pressures?				
1.9 Does the Subcontractor ensure maintenance is performed safely?				
1.10 Does Subcontractor ensure aircraft are airworthy prior to release for flight?				
1.11 Does the Subcontractor ensure aircraft are airworthy prior to release for flight?				
2. Personnel.				
	Yes	No	N/A	Comments
2.1 Is there a sufficient number of Maintenance and Quality personnel to maintain company aircraft at the primary maintenance facility and each en route location?				
2.2 Does the Subcontractor's recruitment and hiring process provide for:				
2.2.1 An adequate level of personnel background check?				
2.2.2 Are all licenses and certificates for employees verified through the issuing State Authority?				
2.2.3 Does the Subcontractor have an approved drug and alcohol abuse testing program?				
2.3 Does the Subcontractor ensure that Maintenance and Quality personnel have sufficient experience to support its maintenance operations requirements?				
2.3.1 What is the average experience level for Maintenance and Quality personnel?				
2.4 Does the Subcontractor experience a significant level of Maintenance and Quality personnel turnover?				

2.5 Are the Subcontractor's Maintenance and Quality personnel represented by a Collective Bargaining Unit or Trade Union Organization?				
2.5.1 Are there any significant issues that may present problem during renegotiation of the present contract?				
2.5.2 What is the quality of the relationship between management and any Collective Bargaining Unit or Trade Union Organization?				
3. Quality Assurance.				
	Yes	No	N/A	Comments
3.1 Does the Subcontractor have a continuing analysis and surveillance program to collect and analyze data to determine the performance and effectiveness of maintenance activities and aircraft inspection programs?				
3.2 Does the Subcontractor possess an internal quality audit program (or other method) to identify in-house deficiencies and measure compliance with its stated policies and CAA requirements / standards?				
3.2.1 Does the Subcontractor have a method and series of controls to schedule and track required audits?				
3.2.1.1 Are all audits accomplished on a defined frequency?				
3.2.1.2 Is current information (i.e., last audit date and next audit due date) available and used to ensure all audit schedule requirements are being met?				
3.2.2 Does the Subcontractor have a program to report corrective action progress and closure on each discrepancy or concern identified during audits?				
3.2.3 Files (electronic/hard copy) containing the last completed audit checklist and/ or reports and follow-up action for each functional area?				
3.2.3.1 Audit results are analyzed in order to determine the cause not just the symptom, of any deficiency?				
3.2.3.2 Are repeat discrepancies addressed?				
3.3 Does the Subcontractor have a program to evaluate contract vendors, suppliers, and their products?				
3.3.1 Is an approved vendor list made available to those responsible for purchasing spares and maintenance support?				
3.3.1.1 Is the list controlled by an appropriate level of management?				
3.3.1.2 Does receiving use the list to verify parts are received from only approved vendors, suppliers, and distributors?				
3.3.2 Does the Subcontractor's Audit Program provide an adequate checklist to be used for the performance of both on-site and mail-out audits?				
3.3.2.1 Does the Subcontractor have an established method to determine audit type for each vendor?				
3.3.3 For approved vendors, does the Subcontractor possess a copy (electronic or hard copy) of the vendor's repair certificate indicating capabilities and limitations?				
3.3.3.1 Does the Subcontractor have a copy of the approved vendor's last audit checklist and/or report and follow-up action?				
3.3.4 Does the Subcontractor have a method to schedule and track required audits?				

3.3.5 Does the Subcontractor have a method to track and follow up discrepancies or concerns discovered during approved vendor audits?				
3.4 Does the Subcontractor have a program to perform mechanical performance monitoring?				
3.4.1 Is the program used to determine the cause of any recurring discrepancies or negative trends?				
3.4.2 Are corrective actions implemented as required?				
3.5 Does the Subcontractor have a formal tool/test equipment calibration program to track tool inventory and calibration status in accordance with CAA/Federal Aviation Guidelines and indigenous corporate policy?				
3.5.1 Does the Subcontractor possess certification forms for each tool that requires calibration?				
3.5.2 Are all the Subcontractor's tools kept calibrated and in good condition?				
3.5.3 Does the Subcontractor have a means to ensure any allowed employee-owned tools used on company aircraft are kept calibrated?				
4. Maintenance Inspection Activity.				
	Yes	No	N/A	Comments
4.1 Who has quality oversight responsibility for the Subcontractor?				
4.2 Does the Subcontractor have a required inspection item (RII) program that:				
4.2.1 Does the Subcontractor maintain a list of inspector qualified personnel for the Subcontractor and approved contract maintenance vendors?				
4.2.2 Does the Subcontractor provide an adequate number of qualified, delegated, and designated inspectors?				
4.2.3 Does the Subcontractor provide a list of maintenance actions that require RII action and procedures to accomplish such RII inspection?				
4.2.4 Does the Subcontractor ensure only authorized personnel accomplish RII actions?				
4.2.5 Does the Subcontractor provide and document initial and recurrent training for inspectors and designees?				
4.2.6 Are all RII personnel authorized by letter with any limitations listed?				
4.2.6.1 And, are authorization letters kept on file?				
4.2.7 Does the Subcontractor ensure that maintenance that can impact flight safety is properly accomplished?				
4.3 Does the Subcontractor employ an effective inspector/mechanic stamp program to issue, track, dispose of, and cover loss of stamps?				
5. Maintenance Training.				
	Yes	No	N/A	Comments
5.1 Does the Subcontractor's training program provide qualified personnel to support maintenance operations?				
5.1.1 Does the Subcontractor provide initial/recurrent training for indoctrination of company manuals, policies, procedures, and forms?				

5.1.2 Does the Subcontractor provide initial/recurrent training for general aircraft systems (factory, classroom, or OJT training) in aircraft familiarization or systems applicable to individual positions?				
5.1.3 Does the Subcontractor provide initial/recurrent training for engine-run/taxi (initial and recurrent)?				
5.1.3.1 Do personnel qualified to operate aircraft engines and/or taxi aircraft receive both initial and recurrent training in equipment operation, limitations, and emergency procedures?				
5.1.4 Does the Subcontractor provide initial/recurrent training for de-icing?				
5.1.5 Does the Subcontractor provide initial/recurrent training for ETOPS? (initial and recurrent)				
5.1.6 Does the Subcontractor provide initial/recurrent training for CAT II & III landing?				
5.1.7 Does the Subcontractor provide initial/recurrent training for Reduced Vertical Separation Minimums/Minima?				
5.2 Does the Subcontractor have an adequate level of training facilities?				
5.3 Does the Subcontractor have an adequate number of qualified instructors?				
5.4 Does the Subcontractor employ a scheduling method that ensures all required initial training is accomplished and recurrent training is accomplished on time?				
5.5 Does the Subcontractor document all training (including on-the-job training) and track requirements to ensure accomplishment?				
5.5.1 Are accurate files kept that contain training certification forms, OJT records, prior training reviews, and copies of certificates?				
5.5.2 Are special authorizations (such as inspection and airworthiness release) identified and documented?				
5.5.3 Are training instructors fully qualified in the subject matter being taught?				
5.6 Does the Subcontractor ensure personnel training received through prior employment is reviewed for applicability to present training requirements and document any waivers to normal training requirements?				
6. Maintenance Control/Planning.				
	Yes	No	N/A	Comments
6.1 Does the Subcontractor maintain a system that provides a means to control maintenance activities and track aircraft maintenance status?				
6.2 Does the location and structure of the maintenance control department support effective communication with the remainder of the maintenance organization and flight operations?				
6.2.1 Are only company-approved contract maintenance facilities and/or on-call maintenance contractors used?				
6.2.2 Does the Subcontractor have documented procedures for the approval of ferry flights?				
6.2.3 Does the Subcontractor provide a list of those authorized to approve?				
6.3 Does the carrier have adequate programs to manage and control deferred maintenance?				

6.3.1 Does the Subcontractor have a program to track all deferred maintenance?				
6.3.2 Does the Subcontractor have a program to ensure that all requirements are coordinated to support closure of each deferred maintenance item?				
6.4 Does the carrier promote good Minimum Equipment List (MEL) practices, and are procedures adequate to support the program?				
6.4.1 Does the Operator's MEL / deferred maintenance rate keep open maintenance items to a minimum?				
6.5 Does the Subcontractor's daily utilization aircraft rate provide sufficient time to troubleshoot problems and effect repairs?				
6.6 Does the Subcontractor have programs that adequately plan for all maintenance requirements?				
6.6.1 Is there a process to track and schedule replacement of all life-limited components?				
6.6.2 Is there a process to track and schedule recurrent maintenance requirements?				
6.6.3 Is there a process for inclusion of new requirements into the maintenance program?				
6.6.4 Is there a process to plan both short- and long-term maintenance requirements?				
7. Aircraft Maintenance Program.				
	Yes	No	N/A	Comments
7.1 What type of maintenance program does the Subcontractor use to maintain its aircraft?				
7.2 Does the Subcontractor use a contractor to accomplish routine maintenance?				
7.2.1 At what levels?				
7.2.2 Are these maintenance contractors monitored under the Subcontractor's audit program?				
7.2.3 Does the Subcontractor provide representatives during heavy maintenance checks?				
7.3 Does the Subcontractor have a dedicated engineering/maintenance department?				
7.4 Does the Subcontractor coordinate for review and schedule for accomplishment, airworthiness directives and service bulletins that support accomplishment?				
7.5 Does the Subcontractor use fleet campaigns to accomplish inspections or effect repairs identified as causing reliability or operational problems?				
7.6 Does the Subcontractor have a CAA-approved reliability program?				
7.6.1 Does the Subcontractor's management use information from the reliability program to improve aircraft reliability?				
7.7 Does the Subcontractor have an engine-condition monitoring program?				
7.7.1 Is engine-condition data routinely and accurately collected to support the analysis program?				
7.7.2 Is engine-condition monitoring data used to prevent failures and improve reliability?				
7.8 Has the Subcontractor instituted programs to inspect for and prevent corrosion?				
8. Maintenance Records.				
	Yes	No	N/A	Comments

8.1 Does the Subcontractor have records management procedures that ensure the following:				
8.1.1 Completeness and quality of records entries?				
8.1.2 Security of and limited access to files?				
8.2 Does a spot-check of the Subcontractor's records reflect the following:				
8.2.1 That records entries are accurate and complete?				
8.2.2 That inspections, airworthiness release, and maintenance release are signed by approved personnel?				
8.2.3 That records are maintained in an orderly fashion?				
9. Fuels.				
	Yes	No	N/A	Comments
9.1 Does the Subcontractor have a formal program to conduct quality assurance checks of their fuel farms and fuel servicing equipment?				
9.2 If fuel is contracted, does the Subcontractor have a formal/verifiable program to ensure fuel received is contaminant-free?				
9.2.1 If the Subcontractor contracts from a fuel vendor, does the Subcontractor audit the fuel vendor's program to ensure fuel is provided at quality standards?				
9.2.1.1 Are fuel vendor files complete and accurate?				
9.2.1.2 Does the Subcontractor keep records of the last audit checklist and any required follow-up actions?				
9.2.1.3 Is there a method to schedule and track required audits?				
9.2.4 Is there a program to track and follow up discrepancies or concerns discovered during audits?				
9.3 If the Subcontractor utilizes another method, (DOD approved vendors via the Defense Fuels website: http://www.desc.dla.mil/DCM/DCMPage.asp?LinkID=IntoPlane), is the Subcontractor's fuel program documented to provide sufficient oversight?				
9.4 Does the Subcontractor have a documented program to ensure fuel quality at non-routine locations?				
10. Maintenance Manuals.				
	Yes	No	N/A	Comments
10.1 Does the Subcontractor's maintenance manual system provide:				
10.1.1 Detailed and standardized guidance to accomplish aircraft maintenance and operate the maintenance organization?				
10.1.2 Detailed management policies, lines of authority, and responsibilities for key maintenance personnel?				
10.1.3 A revision control process to ensure revisions are accomplished with required follow-up actions?				
10.1.4 Does the Subcontractor adhere to its maintenance manual system policies and procedures?				
10.2 Are an adequate quantity of technical publications provided for use by maintenance and quality personnel?				
10.2.1 Are they maintained at the latest revision status?				
10.2.2 Are they in good physical condition?				
10.2.3 Are they adhered to by maintenance personnel?				
10.2.4 Is the disposition of material printed from manual display equipment properly controlled?				
11. Maintenance Facilities/Stores.				
	Yes	No	N/A	Comments

11.1 Does the Subcontractor have an European Aviation Safety Agency / FAA Part 145 certified repair station / Approved Maintenance Organization?				
11.1.1 What are the capabilities/authorizations?				
11.2 Where are the Subcontractor's main and en route maintenance bases?				
11.3 Does the Subcontractor have sufficient hangar and/or shop facilities to support maintenance operations?				
11.4 Does the Subcontractor maintain maintenance facilities in a neat, orderly, and safe fashion?				
11.5 Does the Subcontractor's stores or supply program provide for the following:				
11.5.1 Are parts properly tagged and environmentally protected?				
11.5.2 Do receiving inspection procedures ensure only approved and serviceable parts (rotatable and consumable) are stocked for issue?				
11.5.2.1 Do receiving inspectors use an approved vendor list during receiving inspections?				
11.5.3 Is there traceability for all parts?				
11.5.4 Does the Subcontractor have a shelf-life inspection program that ensures items have not exceeded shelf-life limitations?				
11.5.5 Does the Subcontractor segregate unserviceable / repairable parts from serviceable parts?				
11.5.6 Are aircraft seals (O-rings) stocked and issued according to aircraft / equipment manufacturer requirements?				
11.5.7 Does the Subcontractor have a parts / material scrap program to render items unusable before disposal?				
11.5.8 Does the Subcontractor's stores or supply program provide for proper storage of flammables?				
11.5.9 Is the Subcontractor authorized to package / handle / ship hazardous material?				
11.5.10 Does the Subcontractor document proper training for personnel to package / handle/ ship hazardous material?				

Section 4: Airworthiness Inspection Checklist

Item	Satisfactory			Comments
	Yes	No	N/A	
1. Examine the Subcontractor's airworthiness and registration certificates. Ensure the following items are current, available, and on file:				
1.1 Are the airworthiness and registration certificates current and valid?				
1.2 Do both certificates contain the same model, serial, and registration numbers?				
1.3 Is temporary registration current, available, and on file (if applicable)?				
1.4 Are signatures signed using permanent ink?				
2. Inspect the pallet system to ensure the following:				
2.1 Are ball mats / roller system serviceable with no broken or missing balls / rollers?				
2.2 Are forward, aft, and side restraints serviceable?				

2.3 Are roller assemblies secure with no missing or broken rollers?				
2.4 Is the 9G forward restraint net serviceable?				
2.5 Are cargo restraints for bulk loaded cargo adequate?				
3. Is cabin mounted equipment serviceable?				
3.1 Are fire extinguishers inspection due dates current and pressure provided?				

REGISTER OF WAGE DETERMINATIONS UNDER THE
SERVICE CONTRACT ACT

By direction of the Secretary of Labor

Diane C. Koplewski
DirectorDivision of Wage
DeterminationsU.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: 2011-0217

Revision No.: 6

Date of Last Revision: 06/20/2014

States: Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming

Area: Alaska Statewide
Alabama Statewide
Arkansas Statewide
Arizona Statewide
California Statewide
Colorado Statewide
Connecticut Statewide
District of Columbia Statewide
Delaware Statewide
Florida Statewide
Georgia Statewide
Hawaii Statewide
Iowa Statewide
Idaho Statewide
Illinois Statewide
Indiana Statewide
Kansas Statewide
Kentucky Statewide
Louisiana Statewide
Massachusetts Statewide
Maryland Statewide
Maine Statewide
Michigan Statewide
Minnesota Statewide
Missouri Statewide
Mississippi Statewide
Montana Statewide
North Carolina Statewide
North Dakota Statewide
Nebraska Statewide
New Hampshire Statewide
New Jersey Statewide
New Mexico Statewide
Nevada Statewide
New York Statewide
Ohio Statewide
Oklahoma Statewide
Oregon Statewide
Pennsylvania Statewide
Rhode Island Statewide
South Carolina Statewide
South Dakota Statewide
Tennessee Statewide

Texas Statewide
 Utah Statewide
 Virginia Statewide
 Vermont Statewide
 Washington Statewide
 Wisconsin Statewide
 West Virginia Statewide
 Wyoming Statewide

EAST NORTH CENTRAL: Illinois, Indiana, Michigan, Ohio and Wisconsin

EAST SOUTH CENTRAL: Alabama, Kentucky, Mississippi and Tennessee

MIDDLE ATLANTIC: Pennsylvania, New Jersey and New York

MOUNTAIN: Arizona, Colorado, Idaho, Montana, Nevada, New Mexico, Utah and Wyoming

NEW ENGLAND: Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont

PACIFIC: Alaska, California, Hawaii, Oregon and Washington

SOUTH ATLANTIC: Delaware; District of Columbia, Florida, Georgia, Maryland, North Carolina, South Carolina, Virginia and West Virginia

WEST NORTH CENTRAL: Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota and South Dakota

WEST SOUTH CENTRAL: Arkansas, Louisiana, Oklahoma and Texas

****Fringe Benefits Required Follow the Occupational Listing****

Employed on DOD contract for Trucking/Hauling and applicable port operations originating in the designated regions within the named locality .

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
21020 - Forklift Operator		
East North Central		14 .96
East South Central		13 .67
Middle Atlantic		15 .73
Mountain		15 .36
New England		15 .86
Pacific		17 .21
South Atlantic		15 .16
West North Central		15 .16
West South Central		13 .97
23440 - Heavy Equipment Operator		
East North Central		25 .69
East South Central		15 .95

Middle Atlantic	26 .96
Mountain	21 .43
New England	22 .91
Pacific	30 .24
South Atlantic	18 .61
West North Central	20 .01
West South Central	16 .70
29010 - Blocker And Bracer	
East North Central	22 .89
East South Central	18 .60
Middle Atlantic	23 .62
Mountain	25 .73
New England	22 .28
Pacific	31 .42
South Atlantic	21 .02
West North Central	22 .42
West South Central	20 .33
29020 - Hatch Tender	
East North Central	22 .89
East South Central	18 .60
Middle Atlantic	23 .62
Mountain	25 .73
New England	22 .28
Pacific	31 .42
South Atlantic	21 .02
West North Central	22 .42
West South Central	20 .33
29030 - Line Handler	
East North Central	22 .89
East South Central	18 .60
Middle Atlantic	23 .62
Mountain	25 .73
New England	22 .28
Pacific	31 .42
South Atlantic	21 .02
West North Central	22 .42
West South Central	20 .33
29041 - Stevedore I	
	21 .68

East North Central	
East South Central	17 .66
Middle Atlantic	22 .40
Mountain	24 .04
New England	21 .63
Pacific	29 .42
South Atlantic	19 .70
West North Central	21 .11
West South Central	19 .03
29042 - Stevedore II	
East North Central	23 .99
East South Central	19 .78
Middle Atlantic	24 .95
Mountain	27 .51
New England	23 .42
Pacific	33 .44
South Atlantic	22 .31
West North Central	23 .63
West South Central	21 .67
31361 - Truckdriver, Light	
East North Central	15 .63
East South Central	14 .38
Middle Atlantic	16 .30
Mountain	15 .81
New England	16 .13
Pacific	17 .82
South Atlantic	16 .04
West North Central	15 .79
West South Central	14 .26
31362 - Truckdriver, Medium	
East North Central	16 .54
East South Central	15 .34
Middle Atlantic	17 .14
Mountain	17 .04
New England	16 .95
Pacific	19 .12
South Atlantic	17 .27
West North Central	16 .88

West South Central	15 .37
31363 - Truckdriver, Heavy	
East North Central	18 .76
East South Central	17 .51
Middle Atlantic	20 .33
Mountain	19 .45
New England	19 .06
Pacific	20 .62
South Atlantic	18 .76
West North Central	19 .05
West South Central	17 .44
31364 - Truckdriver, Tractor-Trailer	
East North Central	18 .76
East South Central	17 .51
Middle Atlantic	20 .33
Mountain	19 .45
New England	19 .06
Pacific	20 .62
South Atlantic	18 .76
West North Central	19 .05
West South Central	17 .44

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed

classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6 (b)(2)(i)). Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

Attachment 9

Reports and Formats

Operational Reports to be provided by Contractor:

1. Cargo Lift – Containers/Breakbulk
- 1.1 Required by: PWS Paragraph 2.5
- 1.2 Reports due: Next business day after vessel sail
- 1.3 Medium: Excel attachment uploaded into Pipeline Asset Tool (PAT) per POE
- 1.4 Distribution: Authorized users of ETA/PAT
- 1.5 Required elements:

Mandatory header fields (Populates these fields for all records)

1. SCAC
2. VOYDOC (Select from dropdown)
3. Sail Date
4. POE (Select from dropdown – based on vessel schedule and voydoc selection)
5. Vessel Name (select from dropdown – based on vessel schedule and voydoc selection)

Excel Columns heading (One row per shipment)

1. Van Type – 35 characters
 2. TCN - 17 characters
 3. Container # - 11 characters with dash
 4. Consignor DODAAC – 6 characters
 5. Commercial VOYDOC – 10 characters
 6. POD – 3 characters
 7. Commercial Booking Number – 25 characters
 8. PCFN – 6 characters
 9. Vessel Status – 2 characters
 10. Consignee DODAAC – 6 characters
 11. Cargo Description
 12. Cube – Numeric
 13. Length – Numeric
 14. Width – Numeric
 15. Height - Numeric
 16. Weight – Numeric
 17. Measurement Tons - Numeric
 18. Is Booked (Y/N) – Based on if the contractor thinks the item has been booked
 19. Has SI (Y/N) – Based on whether contractor has VSI
 20. Comment One – free form text field for any contractor comment on the item (250 characters max)
 21. Comment Two – free form text field for any contractor comment on the item (250 characters max)
-
2. Pre-Arrival Notice
 - 2.1 Required by: PWS Paragraph 2.5
 - 2.2 Reports due: Seven (7) days prior to the scheduled arrival of the delivering vessel or day after sail if less than three (3) days sail time to POD
 - 2.3 Medium: Excel attachment to email
 - 2.4 Distribution: Cognizant SDDC terminal as advised by COR
 - 2.5 Required elements:

TCN

Consignee DODAAC
Container number (when applicable) with alpha prefix, estimated date and time of vessel arrival,
and any variation from information previously furnished
Contractor Name
PCFN/Contractor booking number
Vessel name and voyage
Voydoc
Seal number (when applicable on container shipments)
Date cargo is to arrive
POD
Name and voyage number of mother vessel if transshipped

3 Contractor Containerization:

- 3.1 Required by: PWS Paragraph 2.5
- 3.2 Reports due: Next business day after Contractor responsible for containerizing cargo at their convenience
- 3.3 Medium: Excel attachment to email
- 3.4 Distribution: Cognizant SDDC terminal as advised by COR
- 3.5 Required elements:

Booked container TCN
POE
Cargo TCN, pieces, weight, cube
Container number and prefix
Seal number
Date stuffed
POD
Consignee if for inland delivery by the Contractor
Booking reference
Booked / scheduled vessel
Location stuffed

5 Cargo not lifted as booked / booked and not lifted:

- 5.1 Required by: PWS Paragraph 2.5
- 5.2 Reports due: Next business day after vessels departs the POE.
- 5.3 Distribution: Cognizant Ordering Officer for the POE
- 5.4 Required elements:

Contractor Name
POE
Vessel Name
Sail date
TCN
Container number with prefix
Reason cargo/container was not lifted as booked

Operational Reports to be provided by the US Government:

Cargo Lift – Containers/Breakbulk

- 1.1 Required by: PWS Paragraph 2.5
- 1.2 Reports due: Daily within 4 hours of completion of daily vessel operations
- 1.3 Medium: Excel attachment to email
- 1.4 Distribution: Local Contractor Representative as advised by cognizant COR
- 1.5 Required elements:

Mandatory header fields (Populates these fields for all records)

1. SCAC
2. VOYDOC
3. Sail Date
4. Port of Embarkation
5. Vessel Name

Excel Columns heading (One row per shipment)

- Van Type – 35 characters
- TCN - 17 characters
- Container # - 11 characters with dash (if applicable)
- PCFN – 6 characters
- Consignee DODAAC – 6 characters
- Cargo Description
- Cube – Numeric
- Length – Numeric
- Width – Numeric
- Height - Numeric
- Weight – Numeric
- Measurement Tons - Numeric
- Is Booked in IBS (Y/N) – Based on if the US Government thinks the item has been booked
- Comment One – free form text field for any US Government comment on the item

Cargo Discharge:

- 2.1 Required by: 2.5
- 2.2 Reports due: Daily within 4 hours of completion of daily vessel operations
- 2.3 Medium: Excel attachment to email
- 2.4 Distribution: Local Contractor Representative as advised by cognizant COR
- 2.5 Required elements:
 - IBS booked TCN
 - Container number with prefix (if applicable)
 - Port of Debarkation
 - Name and voyage number of vessel discharging cargo
 - Port Call File Number
 - Seal number (if applicable)
 - Date and time the cargo was discharged from the vessel,
 - Seal and/or keyless lock number

(End Attachment 9)

RFP Reference	Deliverable	When	To Who	Electronic or Hard Copy?
52.222-50	Compliance Plan Certification	Annually after contract award	Contracting Officer	Electronic
952.225-0005	Monthly Census Info by Province	1 st of each month	Contracting Officer	Electronic
PWS 1.5.5	Delivery Receipt	When cargo is delivered and when POD is requested	Consignee/agent (upon delivery) SDDC/TCAQ (when requested)	Paper Electronic
PWS 1.8.3.2	Dispatch Plan	As required	COR and SDDC Battalion	Electronic
PWS 1.8.3.3	Holding Yard Locations	15 days after contract award	Contracting Officer	Electronic
PWS 1.8.4.1	Broken/Replacement of Seals	Within 24 hours of discovery	COR	Electronic
PWS – 1.15.4.6 Attachment 12 - 1.3.1	Prime Vendor Carrier Agreements	Prior to receiving an award of Prime Vendor Cargo or upon any changes to the agreement	Contracting Officer	Electronic
PWS – 1.18	Freight Report	20 th of each month	Contracting Officer	Electronic - Excel
PWS – 1.19	CONOPs	Upon Request	SDDC	TBD
PWS – 1.21.1.	Foreign Carrier Information Sheet	10 days after contract award/prior to use of a new foreign flag subcontractor after contract award	Contracting Officer	Electronic
PWS – 1.21.2.2	Statement of Compliance	After completion of safety and audit	Contracting Officer	Electronic
PWS – 1.21.2.3	List of all foreign flag subcontractors	10 days after contract award/updates within 5 days	Contracting Officer	Electronic - Excel
PWS 1.21.2.4	Incident Reporting	As required	As described in PWS 1.21.2.4	Electronic
1.21.4	Subcontracting Report	Monthly	Contracting Officer	Electronic
PWS – 1.24, Attachment 6	IA Report	Proposal submission & 30 days prior to exercise of option period	Contracting Officer	Electronic
PWS – 2.4 Attachment 11	CIET or Excel Spreadsheets	Daily	SDDC Distribution List provided via email	Electronic
PWS – 2.5.	Manual Operational Reports	As required	As described in Attachment 9	Electronic

Customer	Cargo Available for Pickup	Primary Seal/Air Carrier	Sub-Contract Seal/Air Carrier	Group ID	Booking Number	PCPN	ISS TCN	Commercial Bill Lading	Conveyance or Type	Container #	Container Seal #	Description	Length (ft)	Width (ft)	Height (ft)	BOOKED GROSS WT (kg)	ACTUAL GROSS WT (kg)	Commodity CODE	Commodity	Commodity	Commodity	INVOICE & PACKING LIST RECEIPT DATE	DOCS SUBMITTED TO US EMBASSY	MSD APPROVAL (Y/N)	MSD APPROVAL	DOCUMENTS SENT TO FREIGHT FORWARDER	FREIGHT FORWARDER RECEIPT CONFIRMATION	TRANSPORT / ESCORT ARRANGEMENT (Y or N)	Vessel Name	SPOE (Code)	ATD SPOE	SPOD (Code)	ETA SPOD	ATA SPOD	Outgoing Date	Receive Cargo From SPOD	Outgoing SPOD	Planned Delivery Date to APDE	Actual Delivery Date to APDE	Date Forwarded	Date Un-Forwarded	Forwarded Remarks	Customs Clearance Submitted	Customs Clearance Approved	MARKS (Master Waybill)	MARKS (House Waybill)	Cargo Staged for Flight	Tail	APDE (Code)	ATA APDE	ETD APDE	ATD APDE	ETA APDE	ATA APDE	APDOD (Code)	Secondary Flight	Outgoing APDOD	CHF Name	ATA CHF	ATD CHF	Arrival at FCR date	FCR in Gate	Remarks	Transit Description
List of valid values in CHF List Tab																																																																

Customer	Primary Sea/Air Carrier	Sub-Contract Sea/Air Carrier	Group ID	Booking Number	PCRN	IBS TCN	Commercial Bill Lading	Conveyance Type	Container #	Container Seal #	Description	Consignor DODIAC	Consignor	Consignee DODIAC	Consignee	Length	Width	Height	Booked Gross Weight (kg)	Actual Gross Weight (kg)	Cargo Available for Pickup	RDD	Est Cargo Pickup Date	FOR Departure	CHY Name	ATA CHY	ATD CHY	ATA APOE (Carrier EOE)	APOE Code	MAWR (Master Waybill)	HAWB (House Waybill)	Tail	ETD APOE	ATD APOE	Secondary Flight	ETA APOE	ATA APOE	APOD (Code)	Date Frustrated	Date Un-Frustrated	Frustrated Remarks	AG Customs Wash Required	Date Arrived Waytrack	Date Wash Completed	Outgoing APOD	Invoice & Packing List Receipt	Docs Submitted To US Embassy	MOD Approval	MOD Approval Date	Documents sent to Freight Forwarder	Freight Forwarder Receipt Conf	Customs Clearance Submitted	Customs Clearance Approved	Transport / Escort Arrangement	Date Received Cargo from APOD	REMARKS	Trans Discrepancy
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CARRIER	HOLDING_YARD	STANDARD_NAME		
APLS	KANDAHAR	CHY APLS KANDAHAR, AF		
APLS	KABUL	CHY APLS KABUL, AF		
AROF	KABUL	CHY AROF KABUL, AF		
HLUS	HAIRATON	CHY HLUS HAIRATON, AF		
HLUS	KABUL	CHY HLUS KABUL, AF		
MAEU	ATC KABUL	CHY MAEU ATC KABUL, AF	34.55941 N	69.26743 E
MAEU	ATC HAIRATON	CHY MAEU ATC HAIRATON, AF	37.113803 N	67.232246 E
MAEU	RAZ KANDAHAR	CHY MAEU RAZ KANDAHAR, AF	31.281311 N	65.540113 E
MAEU	RAZ KABUL	CHY MAEU RAZ KABUL, AF	34.324785 N	69.201962 E
MAEU	E2E HAIRATON	CHY MAEU E2E HAIRATON, AF		
MAEU	AGL KABUL	CHY MAEU AGL KABUL, AF		
MAEU	FSS KANDAHAR	CHY MAEU FSS KANDAHAR, AF		
MAEU	E2E KANDAHAR	CHY MAEU E2E KANDAHAR, AF		
MAEU	RAAZIQ KANDAHAR	CHY MAEU RAAZIQ KANDAHAR, AF		
MAEU	FSS KABUL	CHY MAEU FSS KABUL, AF		
MAEU	AGL KANDAHAR	CHY MAEU AGL KANDAHAR, AF		
MAEU	KABUL	CHY MAEU E2E KABUL, AF		
MAEU	ATC KANDAHAR	CHY MAEU ATC KANDAHAR, AF	31.605873 N	65.778983 E
MAEU	KICY KABUL	CHY MAEU KICY KABUL, AF		
FRLN	ATC KABUL	CHY MAEU ATC KABUL, AF		
FRLN	ATC HAIRATON	CHY MAEU ATC HAIRATON, AF		
FRLN	RAZ KANDAHAR	CHY MAEU RAZ KANDAHAR, AF		
FRLN	RAZ KABUL	CHY MAEU RAZ KABUL, AF		
FRLN	E2E HAIRATON	CHY MAEU E2E HAIRATON, AF		
FRLN	AGL KABUL	CHY MAEU AGL KABUL, AF		
FRLN	FSS KANDAHAR	CHY MAEU FSS KANDAHAR, AF		
FRLN	E2E KANDAHAR	CHY MAEU E2E KANDAHAR, AF		
FRLN	RAAZIQ KANDAHAR	CHY MAEU RAAZIQ KANDAHAR, AF		
FRLN	FSS KABUL	CHY MAEU FSS KABUL, AF		
FRLN	AGL KANDAHAR	CHY MAEU AGL KANDAHAR, AF		
FRLN	KABUL	CHY MAEU E2E KABUL, AF		
FRLN	ATC KANDAHAR	CHY MAEU ATC KANDAHAR, AF		
FRLN	KICY KABUL	CHY MAEU KICY KABUL, AF		
FRLN	WaterLink Kabul	CHY FRLN WTRLK, Kabul, AF	34.558908	69.267722
MAEU	WaterLink Kabul	CHY FRLN WTRLK, Kabul, AF	34.558908	69.267722
FRLN	WaterLink Kandahar	CHY FRLN WTRLK, Kandahar AF	31.557447	65.844125
MAEU	WaterLink Kandahar	CHY FRLN WTRLK, Kandahar AF	31.557447	65.844125

Search/Filter Criteria	Fields on Add/Update Screen	Export Field Names	Derived or Manual Entry	Comments/Questions/validation	EDI Generated	Input format
	X	Checkbox	Manual			
	X	Customer	Manual	Modified description ofr consitancy		Varchar (20)
		Primary Sea/Air Carrier	Derived	Derived from IBS		
	X	Sub-Contract Sea/Air Carrier	Manual			Varchar (4) [SCAC]
X	X	Group ID	Manual	User defined value to aid in updating and tracking records		
X	X	Booking Number	Derived	Derived IBS		
X	x	PCFN	* Derived (counted as manual)	Derived from IBS		
X	x	IBS TCN	* Derived (counted as manual)	Derived from IBS		
X	X	Commercial Bill Lading	Manual			Varchar 30
	X	Conveyance Type	Manual	eg 'Air/Sea', 'Breakbulk/RORO'		Varchar (15)
	X	Container #	* Derived (counted as manual)	Derived from GATES. Modified description ofr consitancy		
	X	Container Seal #	Manual			Varchar (15)
	X	Description	Manual			Varchar (15)
	x	Consignor DODAAC	Derived	Modified description for consitancy		
	x	Consignor	Derived	Modified description for consitancy		
	x	Consignee DODAAC	Derived	Modified description for consitancy		
	x	Consignee	Derived	Added to be consistant with Import		
	X	Length	Manual	Required		Numeric (3)
	X	Width	Manual	Required		Numeric (3)
	X	Height	Manual	Required		Numeric (3)
	X	Booked Gross Weight (lbs)	Derived	Derived from IBS		Numeric (6)
	X	Actual Gross Weight (lbs)	Manual	Required. Added to Import to be consistant with Export		Numeric (6)

	X	Cargo Available for Pickup	Manual			Date
	X	RDD	Derived	From IBS		Date
	X	Est Cargo Pickup Date	Manual			Date
	X	FOB Departure	Manual			Date
x	x	CHY Name	Manual	See CHY List Tab for available values		Picklist
	x	ATA CHY	Manual		Y	Date
	x	ATD CHY	Manual		Y	Date
		ATA APOE	Derived	Only on Report/From Carrier EDI 315 I		
X	X	APOE [Code]	Manual			Varchar (4) [ICAO]
	X	MAWB (Master Waybill)	Manual			Varchar (30)
	X	HAWB (House Waybill)	Manual			Varchar (30)
	X	Tail	Manual			Varchar (30)
	x	ETD APOE	Manual		N	Date
		ATD APOE	Derived	Only on Report/From Carrier EDI 315 VD		
	X	Secondary Flight	Manual			Y/N
	X	ETA APOD	Manual			Date
		ATA APOD	Derived	Only on Report/From Carrier EDI 315 VA		Date
x	X	APOD [Code]	Manual			Varchar (4) [ICAO]
	X	Date Frustrated	Manual			Date
		Date Un-Frustrated	Manual			Date
	X	Frustrated Remarks	Manual			varchar (100)
	X	AG Customs Wash Required	Manual			Y/N
	X	Date Arrived Washrack	Manual			Date
	x	Date Wash Completed	Manual			Date
		Outgate APOD	Derived	Only on Report/From Carrier EDI 315 OA		Date
	X	Invoice & Packing List Receipt	Manual			Date
	X	Docs Submitted To US Embassy	Manual			Date
	X	MOD Approval	Manual	if 'Y' then MOD Approval date required		Y/N
	X	MOD Approval Date	Manual	if 'MOD Approval = Y' then date required		Date
	X	Documents sent to Freight Forw	Manual			Date
	X	Freight Forwarder Receipt Conf	Manual			Date

	X	Customs Clearance Submitted	Manual			Date
	X	Customs Clearance Approved	Manual			Date
	X	Transport / Escort Arrangement	Manual			Y/N
	X	Date Received Cargo from APOD	Manual	Initiate purge rules based on date entered/update		Date
	X	REMARKS	Manual			Varchar (100)
	x	Trans Discrpancy	Manual	Initiate purge rules based on date entered/update		Date

Notes:

All manual input fields optional unless as noted.

Valid SCACs and ICAOs imperative for data quality

Carrier EDI will populate report but will not display on Add/Update screens. The inclusion on the report will aid in cross reference EDI vice CIET input.

Search/Filter Criteria	Fields on Add/Update Screen	Import Field Names	Derived or Manual Entry	Comments/Questions/validation	EDI Generated	Input format
	X	Checkbox	Manual			
	X	Customer	Manual	Modified description ofr consitancy		Varchar (20)
	X	Cargo Available for Pickup	Manual			Date
		Primary Sea/Air Carrier	Derived	Derived from IBS		
	X	Sub-Contract Sea/Air Carrier	Manual			Varchar (4) [SCAC]
X	X	Group ID	Manual	User defined value to aid in updating and tracking records		
X	X	Booking Number	Derived	Derived from IBS		
X	X	PCFN	* Derived (counted as manual)	Derived from IBS		
X	X	IBS TCN	* Derived (counted as manual)	Derived from IBS		
x	X	Commercial Bill Lading	Manual			Varchar (30)
	X	Conveyance Type	Manual	eg. 'Breakbulk'/'Breakbulk/RORO'		Varchar (15)
	X	Container #	* Derived (counted as manual)	Derived from GATES. Modified description ofr consitancy		
	X	Container Seal #	Manual			Varchar (15)
	X	Description	Manual			Varchar (15)
	X	Length (in)	Manual	Required		Numeric (3)
	X	Width (in)	Manual	Required		Numeric (3)
	X	Height (in)	Manual	Required		Numeric (3)
	X	BOOKED GROSS WT (lbs)	Derived	Derived from IBS		Numeric (6)
	X	ACTUAL GROSS WT (lbs)	Manual	Required. Added to be consistant with Export		Numeric (6)
	x	Consignor DODAAC	Derived	Modified description for consitancy		
	x	Consignor	Derived	Added to be consistant with Export		
	x	Consignee DODAAC	Derived			
	x	Consignee	Derived			
		RDD	Derived	Only on report/ Derived from IBS		

Note:
 All manual input fields optional unless as noted.
 Valid SCACs and ICAOs imperative for data quality

Carrier EDI will populate report but will not display on Add/Update screens. The inclusion on the report will aid in cross reference EDI vice CIET input.

	X	INVOICE & PACKING LIST RECEIPT DATE	Manual			Date
	X	DOCS SUBMITTED TO US EMBASSY	Manual			Date
	X	MOD APPROVAL (Y/N)	Manual	if 'Y' then MOD approval date required		Y/N
	X	MOD APPROVAL	Manual	if 'MOD Approval = Y' then date required		Date
	X	DOCUMENTS SENT TO FREIGHT FORWARDER	Manual			Date
	X	FREIGHT FORWARDER RECEIPT CONFIRMATION	Manual			Date
	X	TRANSPORT / ESCORT ARRANGEMENT (Y or N)	Manual			Y/N
	X	Vessel Name	Derived	Derived from IBS		
	X	SPOE [Code]	Derived	Derived from IBS		
	X	ATD SPOE	Manual	Required		Date
	X	SPOD [Code]	Derived	Derived from IBS		
		ETA SPOD	Derived	Only on report/ From IBS		Date
	X	ATA SPOD	Derived	Only on Report/From Carrier EDI 315 VA		
		Discharg Date	Derived	Only on Report/From Carrier EDI 315 UV		
	X	Receive Cargo From SPOD	Manual			Date
		Outgate SPOD	Derived	Only on Report/From Carrier EDI 315 OA		
	X	Planned Delivery Date To APOE	Manual			Date
	X	Actual Delivery Date to APOE	Manual			Date
	X	Date Frustrated	Manual			Date
		Date Un-Frustrated	Manual			Date
	X	Frustrated Remarks	Manual			varchar (100)
	X	Customs Clearance Submitted	Manual			Date
	X	Customs Clearance Approved	Manual			Date
	X	MAWB (Master Waybill)	Manual			Varchar (30)
	X	HAWB (House Waybill)	Manual			Varchar (30)
	X	Cargo Staged For Flight	Manual			Date
	X	Tail	Manual			Varchar (30)
x	X	APOE (Code)	Manual			Varchar (4) [ICAO]
		ATA APOE	Derived	Only on Report/From Carrier EDI 315 I		
	X	ETD APOE	Manual		N	Date

		ATD APOE	Derived	Only on Report/From Carrier EDI 315 VD		
	X	ETA APOD	Manual			Date
		ATA APOD	Derived	Only on Report/From Carrier EDI 315 VA		
x	X	APOD (Code)	Manual			Varchar (4) [ICAO]
	X	Secondary Flight	Manual			Y/N
		Outgate APOD	Derived	Only on Report/From Carrier EDI 315 OA		
x	x	CHY Name	Manual	See CHY List Tab for available values		Picklist
	x	ATA CHY	Manual		Y	Date
	x	ATD CHY	Manual		Y	Date
	X	Arrival at FOB Gate	Derived	Only on Report/From Carrier EDI 315 AV		Date
	X	FOB In Gate	Manual	Required, conditional on Arrival at FOB. Initiate purge rules based on date entered/update		Date
	X	Remarks	Manual			Varchar (100)
	x	Trans Discrepancy	Manual	Initiate purge rules based on date entered/update		Date

SHIPMENTS OF DLA PRIME VENDOR CARGO

1. Special Provisions for Defense Logistics Agency (DLA) Prime Vendor Program

1.1 Background.

DLA has entered into contracts with various suppliers and distributors under a "Prime Vendor" program for the supply of various commodities to U.S. Government agencies. These contracts support DLA customers in geographic locations worldwide. The Defense Distribution Center (DDC), is an authorized ordering office for Prime Vendor Shipments through DLA under this contract. The items are shipped overseas under the Multimodal (MM) contract via ocean transportation ordered through DDC. Under the terms of the DLA Prime Vendor contracts, ownership and title to these items, remains with the Prime Vendor while the items move within the Defense Transportation System (DTS). MM carriers deliver Prime Vendor cargo to the Prime Vendor rather than delivering cargo to the U.S. Government.

1.2 Contractual Intent. Generally, the terms, conditions and prices of this contract shall apply equally to the transportation of both Government owned and non-Government owned cargo. For example, the standard of liability of a MM Contractor for loss/damage to cargo is the same in both situations. Also, compensation due the MM Contractor for detention of carrier containers, for port storage, for reefer maintenance, and other matters (see paragraph 1.6 below), is the same in both situations. However, experience has demonstrated to the Government that certain matters are properly handled directly between a Prime Vendor and a MM Contractor (the real parties in interest) where non-Government cargo is involved. These matters include:

- a) Claims procedures and claims dispute resolution procedures related to Prime Vendor cargo and Prime Vendor claims against a MM Contractor for loss/damage to Prime Vendor cargo;
- b) MM Contractor claims against a Prime Vendor for loss/damage to MM Contractor equipment;
- c) MM Contractor claims against a Prime Vendor for detention of MM Contractor equipment;
- d) MM Contractor claims against a Prime Vendor for port storage charges (e.g. while cargo delayed through fault of Prime Vendor or request of Prime Vendor);
- e) MM Contractor claims against a Prime Vendor for trucker wait time (e.g. while cargo delayed through fault of Prime Vendor or request of Prime Vendor);
- f) MM Contractor claims against a Prime Vendor for reefer maintenance (e.g. while reefer in custody of Prime Vendor, or cargo delayed through fault of Prime Vendor or request of Prime Vendor); and,
- g) Claims between the Prime Vendor and MM Contractor for services not ordered by the Government

This stands to reason because the Prime Vendor owns the cargo and because only the Prime Vendor and a MM Contractor have specific, factual knowledge and evidence related to such matters and the delivery location, DLA's Prime Vendor contracts require the Prime Vendor to sign an agreement (which the MM Contractor may accept and seek to supplement) establishing a minimum level of claims processing and dispute resolution procedures. This contract requires the carrier to accept a minimum level agreement to be eligible for the carriage of Prime Vendor cargo. The contractual intent is for the Prime Vendor and the MM Contractor to address/resolve such matters directly with each other. The Government customer can be harmed when procedures for resolving such matters between the Prime Vendor and a MM Contractor are not established and problems are not resolved directly between the Prime Vendor and the MM Contractor.

1.2.1 The U.S. Government shall not be liable for loss or damage to Prime Vendor cargo. Any discrepancy report or notice of claim for such loss or damage shall be submitted by the DLA Prime Vendor directly to the MM Contractor for resolution, not to DLA or USTRANSCOM. The MM Contractor shall accept such discrepancy report or notice of claim for such loss or damage from the DLA Prime Vendor, as well as any other communications regarding such loss or damage.

1.2.2 The U.S. Government shall not be liable for MM Contractor claims against a Prime Vendor for loss/damage to MM Contractor equipment; MM Contractor claims against a Prime Vendor for detention of MM Contractor equipment; MM Contractor claims against a Prime Vendor for port storage charges (e.g. while cargo delayed through fault of Prime Vendor or request of Prime Vendor); MM Contractor claims against a Prime Vendor for

trucker wait time (e.g. while cargo delayed through fault of Prime Vendor or request of Prime Vendor); MM Contractor claims against a Prime Vendor for reefer maintenance (e.g. while reefer in custody of Prime Vendor, or cargo delayed through fault of Prime Vendor or request of Prime Vendor); and claims between the Prime Vendor and MM Contractor for services not ordered by the Government).. The MM Contractor shall submit directly to the Prime Vendor, with copy to the MM Contracting Officer, any claim for damage, detention, port storage, reefer maintenance, or services not ordered by the U.S. Government. If the MM Contractor is unable to communicate directly with the Prime Vendor for any reason, the MM Contractor shall so advise the MM Contracting Officer. In those instances, or instances where the resolution of Prime Vendor / MM Carrier claims is at an impasse, the MM Contracting Officer will function (in coordination with other Government agencies as appropriate) as a facilitator in order to bring the parties together and work towards resolution of the claim(s).

1.2.3 Notwithstanding the provisions of 1.2.2 above, the MM Contractor may pursue any rights it may have under this contract and may file a claim with the MM Contracting Officer under the terms of this contract in connection with the transportation of Prime Vendor cargo. An example of such a situation could be where Government action harms the MM Contractor with respect to Prime Vendor cargo transportation and some other part of this contract provides a remedy.

1.2.4 Failure of the Prime Vendor to Satisfy an Arbitral Award, Judgment, or Binding Alternate Dispute Resolution (ADR) Decision

(i) The MM Contractor may, at any time after the MM Contractor has initiated arbitration, a lawsuit, or demand for binding ADR against a Prime Vendor for amounts due to the MM Contractor by the Prime Vendor, request in writing that the Government agree to guarantee payment in the amount stated in the demand (excluding any amount for dispute resolution proceeding costs, including attorney fees) for arbitration, lawsuit, or demand for binding ADR. Within thirty (30) days of receiving such a request, the Government may, in its sole discretion, either: (1) by modification issue a guarantee to the MM Contractor in the amount of the arbitral demand made by the MM Contractor against the Prime Vendor, or (2) in writing deny such request for a guarantee. In the event that the Government issues a guarantee as described above, payment under that guarantee shall become due thirty (30) days after the MM Contractor provides to the Government a copy of the arbitral award, judgment or binding ADR decision in the MM Contractor's favor, along with a certification that the Prime Vendor has not satisfied such award, judgment or binding ADR decision within thirty (30) days of its effective date. The amount of the payment due shall be the amount of the arbitral award, judgment or binding ADR decision (excluding any amount for dispute resolution proceeding costs, including attorney fees), not to exceed the amount set forth in the arbitral demand or any amended arbitral demand, lawsuit, or demand for binding ADR. If the Government instead elects to deny the issuance of a guarantee, then upon such denial the MM Contractor shall be relieved of its obligation to accept any bookings for cargo tendered for shipment by or on behalf of the Prime Vendor and, if requested bookings are denied, the Government is free to use other carriers. If the Government fails to respond in writing to a request for a guarantee within thirty (30) days of receipt of such request, then such failure shall be treated as a denial of the request, and the MM Contractor shall be relieved of its obligation to accept any bookings for cargo tendered by or on behalf of the Prime Vendor and, if requested bookings are denied, the Government is free to use other carriers.

(ii) In the event that the Government actually makes payment under a guarantee issued under subsections (i) of this section 1.2.4, the Government shall have a right to assert the Contractor's claim, up to the amount of its payment to the Contractor, against the party whose failure to pay a final arbitral award, judgment, or binding ADR decision resulted in the Government's obligation to pay under the relevant guarantee.

(iii) The MM Contractor agrees to cooperate with Government efforts to resolve a claim against the party whose failure to pay a final arbitral award, judgment, or binding ADR decision resulted in the Government's obligation to pay under the relevant guarantee. This includes providing documents/correspondence relevant to the claim, producing personnel with knowledge of the claim, and advising on industry practices.

1.3 Third-Party Agreement. Under the terms of the DLA Prime Vendor contracts, the Prime Vendor will execute a minimum level agreement which can be accepted or expanded by negotiation . The required format for the minimum level Prime Vendor/ MM Carrier Agreement is provided at Attachment 13. As detailed below, the MM Contractor is required to accept and sign the Attachment 13 previously signed by the applicable Prime Vendor to be eligible to move Prime Vendor cargo.

1.3.1 Prime Vendor and MM Contractor Agreements. In order to be eligible for movement of Prime Vendor cargo, the MM Contractor must , after notification of an award for Prime Vendor cargo movement, and upon request

by the MM Contracting Officer, the MM Contractor shall enter into a written agreement with the Prime Vendor which shall, as a minimum, use the Prime Vendor/ MM Carrier Agreement (See Attachment 13) to define procedures to submit and process claims and resolve disputes arising in connection with U.S. Government ordered transportation services for non-Government owned cargo. The Prime Vendor/ MM Carrier Agreement (See Attachment 13) is the minimum instrument required to address the matters described in 1.2.1 and 1.2.2. A copy of the agreement and any negotiated supplemental language in respect thereof or changes thereto, shall be furnished to the MM Contracting Officer. Any agreement that does not, as a minimum, use the Prime Vendor/ MM Carrier Agreement (See Attachment 13) to define procedures to submit and process claims and to resolve disputes arising in connection with U.S. Government ordered transportation services for non-Government owned cargo in accordance with 1.2.1 and 1.2.2 above will be rejected by the MM Contracting Officer making that MM Contractor ineligible to transport Prime Vendor cargo on. No MM Contractor will receive a task order to move Prime Vendor cargo under this contract without an approved Prime Vendor Agreement. The MM carrier and Prime Vendor may (but are not required to) supplement this minimum level of agreement with additional or more specific terms and conditions consistent with this Agreement and this Attachment 12.

1.4 Supplementation Encouraged. The MM Contractor is encouraged, but not required, to supplement the terms of Attachment 13 with each Prime Vendor by providing additional details, more specific procedures, or other terms that will facilitate claims processing and dispute resolution. Supplementary language must be consistent with Attachment 13 and this Attachment 12. A copy of any supplemental terms must be provided to the MM Contracting Officer. In negotiating any agreement, the MM Contractor should consider that the Prime Vendor may exercise a right of setoff, if any exists, involving a commercial contract or other remedial action against the MM Contractor. Similarly, the MM Contractor may take remedial action or other actions to protect its interests against the Prime Vendor, including the assertion of a lien, if any exists, on Prime Vendor cargo.

1.5 Third Party Beneficiary. As noted in Section 1.2, except for the subjects covered in Sections 1.2 and 1.3 (claims procedures and claims dispute resolution procedures related to Prime Vendor cargo, including Prime Vendor claims against a MM Contractor for loss/damage to Prime Vendor cargo; MM Contractor claims against a Prime Vendor for loss/damage to MM Contractor equipment; MM Contractor claims against a Prime Vendor for detention of MM Contractor equipment; MM Contractor claims against a Prime Vendor for port storage charges (e.g. while cargo delayed through fault of Prime Vendor or request of Prime Vendor); MM Contractor claims against a Prime Vendor for trucker wait time (e.g. while cargo delayed through fault of Prime Vendor or request of Prime Vendor); MM Contractor claims against a Prime Vendor for reefer maintenance (e.g. while reefer in custody of Prime Vendor, or cargo delayed through fault of Prime Vendor or request of Prime Vendor); and claims between the Prime Vendor and MM Contractor for services not ordered by the Government), and procedures for ending container detention charges) and except for the modified provisions described in 1.6 or other exceptions specified elsewhere in this contract, the terms, conditions and prices of this MM contract apply equally to the transportation of both Government owned and non-Government owned cargo. The Prime Vendor/ MM Carrier Agreement (Attachment 13) incorporates the MM Contract by reference.

1.5.1 Prime Vendor as Third Party Beneficiary. The Prime Vendor is an express third party beneficiary of the terms, conditions, and prices of this MM contract when it describes the rights and obligations between the Prime Vendor and MM Contractor. See the list of subjects at 1.5 and the modified provisions of 1.6. The Prime Vendor's rights as a Third Party Beneficiary exist (and could be most useful) in the absence of a Prime Vendor/ MM Carrier Agreement (Attachment 13). A third party beneficiary is not subject to amendments and modifications of this contract and relevant DLA Prime Vendor contracts.

1.5.2 Carrier as Third Party Beneficiary. The MM Contractor is an express beneficiary of the terms, conditions and prices of the DLA Prime Vendor contract when it describes the rights and obligations between the Prime Vendor and MM Contractor, including descriptions in this contract incorporated by reference into the DLA contract. The MM Contractor's rights as a Third Party Beneficiary exist (and could be most useful) in the absence of a Prime Vendor/Carrier Agreement (Attachment 13). A third party beneficiary is not subject to amendments and modifications of this contract and relevant DLA Prime Vendor contracts.

1.6 Other MM Provisions Impacted by the Special Provisions for the DLA Prime Vendor Program. Unless specified elsewhere in this contract, the terms of Attachment 12, including the additional items below, are the only variations in MM terms and conditions applicable to the transportation of cargo in the DLA Prime Vendor

Program. The purpose of these variations is to acknowledge that such transportation involves Prime Vendor-owned cargo, not Government-owned cargo; that MM carriers deliver cargo back to the Prime Vendor, not to the Government; and that the real parties in interest for Prime Vendor cargo movements are generally the Prime Vendor and the MM Contractor, not the Government.

- a) Paragraph (d) of FAR 52.212-4, is supplemented in accord with Section 1.4.
- b) FAR 52.233-4 does not apply to claims of breach of the business agreement between the Prime Vendor and the MM Contractor.
- c) The Prime Vendor, not the Government, reimburses the MM Contractor for onward movement delays cause by the Prime Vendor.
- d) The Prime Vendor and the MM Contractor are required to develop their own invoicing and payment procedures. The Prime Vendor and the MM Contractor may develop their own reports and formats.

1.7 The DLA Contracting Officer will deliver a signed Prime Vendor/ MM Carrier Agreement executed by the Prime Vendor to the MM Contracting Officer when a specific Prime Vendor is awarded a DLA Prime Vendor contract. The DLA Contracting Officer shall also provide the name, address, and contact information for the specific Prime Vendor, as necessary. The MM Contracting Officer will forward the agreement to the MM Contractors who have accepted rates for the Prime Vendor location(s). Once the MM Contractor has signed the agreement(s), the signed agreement(s) is forwarded to the Prime Vendor with a copy forwarded to the MM Contracting Officer.

PRIME VENDOR/MM CARRIER AGREEMENT

WHEREAS, components of the Defense Logistics Agency (DLA) have entered into contracts with various suppliers and distributors under a "Prime Vendor" (PV) program to supply various commodities to U.S. Government agencies and under this program the PVs retain title to such commodities until final delivery;

WHEREAS, DLA's PV contracts permit components of DLA to order transportation services from commercial carriers under a contract with the United States Transportation Command (USTRANSCOM) known as the Commercial Multimodal (MM) Transportation;

WHEREAS, MM carriers transport PV commodities and return them to PVs at a different location prior to delivery of same by the PV to U.S. Government agencies;

WHEREAS, past experience has demonstrated that PVs and carriers may disagree about claims procedures and claims dispute resolution procedures related to Prime Vendor cargo, including Prime Vendor claims against a MM Contractor for loss/damage to Prime Vendor cargo; MM Contractor claims against a Prime Vendor for loss/damage to MM Contractor equipment; MM Contractor claims against a Prime Vendor for detention of MM Contractor equipment; MM Contractor claims against a Prime Vendor for port storage charges (e.g. while cargo delayed through fault of Prime Vendor or request of Prime Vendor); MM Contractor claims against a Prime Vendor for trucker wait time (e.g. while cargo delayed through fault of Prime Vendor or request of Prime Vendor); MM Contractor claims against a Prime Vendor for reefer maintenance (e.g. while reefer in custody of Prime Vendor, or cargo delayed through fault of Prime Vendor or request of Prime Vendor); and claims between the Prime Vendor and MM Contractor for services not ordered by the Government;

WHEREAS, _____ (hereinafter referred to as The Prime Vendor) has been awarded contract number _____ by _____ for the supply of PV cargo;

WHEREAS, one or more carriers under the MM contract may serve the geographical area covered by said contract and transport PV commodities intended for performance of said contract;

NOW, THEREFORE, in consideration of the mutual promises herein and for the purpose of facilitating minimum standards for the processing of claims and the resolution of disputes between The Prime Vendor and applicable MM carriers, The Prime Vendor and any MM carrier accepting the terms of this Agreement (hereinafter referred to as Accepting MM Carrier) agree as follows:

1. The Prime Vendor will submit directly to the Accepting MM Carrier (not to DLA or USTRANSCOM) for resolution any discrepancy report or notice of claim for loss/damage to PV cargo, for services not ordered by DLA/USTRANSCOM, or for ending container detention charges or other matters. The Accepting MM Carrier shall accept such report/notice and both parties agree to communicate with each other regarding the processing of claims. The parties may (but are not required to) supplement this minimum level of agreement with additional or more specific terms and conditions consistent with this Agreement and Attachment 8 of the PWS of the MM contract.
2. The Accepting MM Carrier will submit to the Prime Vendor (not to DLA or USTRANSCOM) for resolution any notice of claim for equipment loss/damage, container detention, maintenance of refrigerated containers, port storage, services not ordered by DLA/USTRANSCOM, procedures for ending container detention charges, or other matters. The Prime Vendor shall accept such notice of claims and both parties agree to communicate with each other regarding the processing of claims. The parties may (but are not required to) supplement this minimum level of agreement with additional or more specific terms and conditions consistent with this Agreement and Attachment 12 of the MM contract.
3. When the claims process does not lead to resolution of the claim, the parties agree to initiate some form of dispute resolution process (which could include direct negotiation, alternative dispute resolution, court action, etc.) that does not involve the U.S. Government (including LA/USTRANSCOM.) The

parties may (but are not required to) supplement this minimum level of agreement with additional or more specific terms and conditions consistent with this Agreement and Attachment 12 of the MM contract.

4. The Prime Vendor and the Accepting MM Carrier will notify their respective Contracting Officers of any refusal to communicate regarding the processing of a claim and of any failure to attempt to resolve a dispute.
5. The Prime Vendor and the Accepting MM Carrier acknowledge that the terms of their contracts with the U.S. Government (DLA and USTRANSCOM respectively) generally preclude liability of the Government for the following: Prime Vendor claims against a MM Contractor for loss/damage to Prime Vendor cargo; MM Contractor claims against a Prime Vendor for loss/damage to MM Contractor equipment; MM Contractor claims against a Prime Vendor for detention of MM Contractor equipment; MM Contractor claims against a Prime Vendor for port storage charges (e.g. while cargo delayed through fault of Prime Vendor or request of Prime Vendor); MM Contractor claims against a Prime Vendor for trucker wait time (e.g. while cargo delayed through fault of Prime Vendor or request of Prime Vendor); MM Contractor claims against a Prime Vendor for reefer maintenance (e.g. while reefer in custody of Prime Vendor, or cargo delayed through fault of Prime Vendor or request of Prime Vendor); and claims between the Prime Vendor and MM Contractor for services not ordered by the Government.
6. The parties acknowledge that the terms of the MM contract are applicable to this Agreement and incorporate by reference into this Agreement the MM contract in force at the time PV cargo is booked. For example, the standard of liability of an Accepting MM Carrier for loss/damage to PV cargo is the same as the standard of liability of a MM carrier for loss/damage to government-owned cargo under MM. Similarly, the compensation due an Accepting MM Carrier for damage to its equipment, detention of its containers, port storage of its equipment, and maintenance of its refrigerated containers is the same as the compensation due to a MM Carrier for such matters under MM. Section 1.6 of Attachment 12 to the MM contract describes specific provisions of the MM contract that are modified to acknowledge that the transportation described herein involves PV cargo, not government-owned cargo; that MM carriers deliver cargo back to the PV, not to the Government; and that the real parties in interest for PV cargo movements are generally the PV and the MM carrier, not the Government.

XXXXXXXXX XXXXXXXXXXXX, INC.

“The Prime Vendor

Date:

By:
Title:

The undersigned, an authorized representative of YYYYYYYYYYYYYYYY YYYYYYYYYY, INC., hereby accepts and agrees to the terms and provisions above of this Agreement.

YYYYYYYYYYYYYYYYYYY YYYYYYYYYY, INC.

“Accepting MM Carrier”

Date:

By:
Title:

SUPPLEMENTAL TERMS AND CONDITIONS

(If the parties agree to supplement this minimum level of agreement with additional or more specific terms and conditions consistent with this Agreement and Attachment 12 of the MM contract, the parties may record their supplemental agreement below OR may record it elsewhere.)