



**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><b>SEE SCHEDULE</b></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
--	-----------	---

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
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )
		42c. DATE REC'D ( <i>YY/MM/DD</i> )

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Base Period FP-EPA Applicable routes and rates are located in Attachment 4. The minimum guarantee for this contract is \$2,500. Base Period, 1 Aug 12 - 31 July 13.  FOB: Destination SIGNAL CODE: A	1	Lot	\$365,700,000.00	\$365,700,000.00 NTE
				MAX NET AMT	\$365,700,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 OPTION	Option Period 1 FP-EPA Applicable routes and rates are located in Attachment 4. Option Period 1, 1 Aug 13 - 31 July 14.  FOB: Destination SIGNAL CODE: A	1	Lot	\$484,552,500.00	\$484,552,500.00 NTE
				MAX NET AMT	\$484,552,500.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	Option Period 2 FP-EPA Applicable routes and rates are located in Attachment 4. Option Period 2, 1 Aug 14 - 31 July 15. FOB: Destination SIGNAL CODE: A	1	Lot	\$513,625,650.00	\$513,625,650.00 NTE
				MAX NET AMT	<hr/> \$513,625,650.00

**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 \$2,500.00	MAXIMUM QUANTITY	MAXIMUM AMOUNT \$1,640,000,000.00
------------------	------------------------------	------------------	--------------------------------------

## 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-2012 TO 31-JUL-2013	N/A	N/A FOB: Destination	
1001	POP 01-AUG-2013 TO 31-JUL-2014	N/A	N/A FOB: Destination	
2001	POP 01-AUG-2014 TO 31-JUL-2015	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
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	FEB 2012
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010

52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	FEB 2012
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2011
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2012
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	SEP 2009
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-50 Alt I	Combating Trafficking in Persons (Aug 2007) Alternate I	AUG 2007
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
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
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7003	Agency Office of the Inspector General	APR 2012
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.228-7003	Capture and Detention	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	NOV 2010
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment To The Cost Bearer	SEP 2010
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.247-7027	Riding Gang Member Requirements	OCT 2011

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2012) (DEVIATION)

(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)(i) 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) Reserved.

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

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (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)).

\_\_\_ 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 (JAN 2009).

(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 12** through **31 July 13**.

(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 July 2015**.

(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 NLT 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 1989)

In compliance with the Service Contract Act of 1965, as amended, 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-5 + 36.25% Fringe Benefits
Truck Driver, Medium	WG-6 + 36.25% Fringe Benefits
Truck Driver, Heavy	WG-7 + 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)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2010) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5) (OCT 2010) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417)
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.225-7039 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS (AUG 2011)

(a) Definition.

Private security functions means activities engaged in by a contractor, including--

(i) Guarding of personnel, facilities, designated sites, or property of a Federal agency, the contractor or subcontractor, or a third party; or

(ii) Any other activity for which personnel are required to carry weapons in the performance of their duties.

(b) Requirements. The Contractor is required to--

(1) Ensure that all employees of the Contractor who are responsible for performing private security functions under this contract comply with any orders, directives, and instructions to Contractors performing private security functions that are identified in the contract for--

(i) Registering, processing, accounting for, managing, overseeing, and keeping appropriate records of personnel performing private security functions. This includes ensuring the issuance, maintenance, and return of Personal

Identity Verification credentials in accordance with FAR 52.204-19, Personnel Identity Verification of Contractor Personnel, and DoD procedures, including revocation of any physical and/or logistical access (as defined by Homeland Security Presidential Directive (HSPD-12)) granted to such personnel;

(ii) Authorizing and accounting for weapons to be carried by or available to be used by personnel performing private security functions;

(A) All weapons must be registered in the Synchronized Predeployment Operational Tracker (SPOT) materiel tracking system.

(B) In addition, all weapons that are Government-furnished property must be assigned a unique identifier in accordance with the clauses at DFARS 252.211-7003, Item Identification and Valuation, and DFARS 252.245.7001, Tagging, Labeling, and Marking of Government-Furnished Property, and physically marked in accordance with MIL-STD 130 (current version) and DoD directives and instructions. The items must be registered in the DoD Item Unique Identification (IUID) Registry (<https://www.bpn.gov/iuid/>);

(iii) Registering and identifying armored vehicles, helicopters, and other military vehicles operated by Contractors performing private security functions;

(A) All armored vehicles, helicopters, and other military vehicles must be registered in SPOT.

(B) In addition, all armored vehicles, helicopters, and other military vehicles that are Government-furnished property must be assigned a unique identifier in accordance with the clauses at DFARS 252.211-7003 and DFARS 252.245.7001 and physically marked in accordance with MIL-STD 130 (current version) and DoD directives and instructions. The items must be registered in the DoD IUID Registry (<https://www.bpn.gov/iuid/>); and

(iv) Reporting incidents in which--

(A) A weapon is discharged by personnel performing private security functions;

(B) Personnel performing private security functions are attacked, killed, or injured;

(C) Persons are killed or injured or property is destroyed as a result of conduct by contractor personnel;

(D) A weapon is discharged against personnel performing private security functions or personnel performing such functions believe a weapon was so discharged; or

(E) Active, non-lethal countermeasures (other than the discharge of a weapon) are employed by personnel performing private security functions in response to a perceived immediate threat;

(2) Ensure that all employees of the Contractor who are responsible for personnel performing private security functions under this contract are briefed on and understand their obligation to comply with--

(i) Qualification, training, screening (including, if applicable, thorough background checks), and security requirements established by DoDI 3020.50, Private Security Contractors Operating in Areas of Contingency Operations, Combat Operations, or Other Significant Operations, at <http://www.dtic.mil/whs/directives/corres/pdf>;

(ii) Applicable laws and regulations of the United States and the host country and applicable treaties and international agreements regarding performance of private security functions;

(iii) Orders, directives, and instructions issued by the applicable commander of a combatant command relating to weapons, equipment, force protection, security, health, safety, or relations and interaction with locals; and

(iv) Rules on the use of force issued by the applicable commander of a combatant command for personnel performing private security functions; and

(3) Cooperate with any Government-authorized investigation by providing access to employees performing private security functions and relevant information in the possession of the Contractor regarding the incident concerned.

(c) Remedies. In addition to other remedies available to the Government--

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel 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 termination for default. Required Contractor actions include--

(i) Ensuring the return of personal identity verification credentials;

(ii) Ensuring the return of other equipment issued to the employee under the contract; and

(iii) Revocation of any physical and/or logistical access granted to such personnel;

(2) The Contractor's failure to comply with the requirements of this clause will be included in appropriate databases of past performance and may be considered in any responsibility determination or evaluation of past performance;

(3) If this is an award-fee contract, the Contractor's failure to comply with the requirements of this clause shall be considered in the evaluation of the Contractor's performance during the relevant evaluation period, and the Contracting Officer may treat such failure to comply as a basis for reducing or denying award fees for such period or for recovering all or part of award fees previously paid for such period; and

(4) This contract may be terminated for default if the Contractor fails to comply with the requirements of paragraph (b) of this clause or, if directed by the Contracting Officer, fails to remove or replace, at its own expense, any of its personnel who violate the requirements of paragraph (b) of this clause.

(d) Rule of construction. The duty of the Contractor to comply with the requirements of this clause shall not be reduced or diminished by the failure of a higher- or lower-tier Contractor to comply with the clause requirements or by a failure of the contracting activity to provide required oversight.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that will be performed in areas of contingency operations, complex contingency operations, or other military operations or exercises designated by the Combatant Commander.

(End of clause)

(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.

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.

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.

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

(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander.

(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) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(iii) 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).

(4) 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) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

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

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

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

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

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

(4) 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.

(d) Compliance with laws and regulations. (1) The Contractor shall comply with, and shall ensure that its personnel authorized to accompany 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 contractor employees accompanying U.S. Armed Forces 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); 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).

(e) Pre-deployment requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may 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 deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(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. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All 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 Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. 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, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) Processing and departure points. Deployed Contractor personnel 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 Joint Reception Center (JRC) upon arrival at the deployed location. The JRC 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 enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(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 have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

(i) Identify all personnel who are subject to military mobilization;

- (ii) Detail how the position would be filled if the individual were mobilized; and
  - (iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.
- (3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct--
- (i) Constitutes violation of the law of war; or
  - (ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.
- (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, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. 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 the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons--
- (i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or
  - (ii) The COR may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.
- (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; and

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

(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. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(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 authorized to accompany U.S. Armed Forces deployed outside the United States in--

- (1) Contingency operations;
- (2) Humanitarian or peacekeeping operations; or
- (3) Other military operations or military exercises, when designated by the Combatant Commander.

(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)

252.225-7993 PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION2012-O0005)(JAN 2012)

(a) The Contractor is required to 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 supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(b) 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) 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 supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(End of clause)

252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-O0005)(JAN 2012)

(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)

252.225-7997 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND AFGHANISTAN (DEVIATION 2010-O0014)(AUGUST 2010)

(a) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (c) below, any alleged offenses under—

(1) 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 a contingency operation); or

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

(b) The Contractor shall provide to all contractor personnel who will perform work on a contract in Iraq or Afghanistan, before beginning such work, information on the following:

(1) How and where to report an alleged crime described in paragraph (a) of this clause.

(2) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (a) of this clause.

(c) The appropriate investigative authorities to which suspected crimes shall be reported include the following officials--

(i) US Army Criminal Investigative Division 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>;  
or

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

(d) 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](http://www.dodig.mil/HOTLINE/index.html). Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(End of clause)

#### 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(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) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
- (2) Information other than 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 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.

952.222-0001 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (AUG 2011)

(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. Upon contractor’s written request, Contracting Officers may grant a waiver in writing in cases where the existing 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.
- (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)

952.223-0001 REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (JUL 2010)

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)

952.225-0003 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (AFGHANISTAN)  
(DEC 2011)

(a) 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. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. 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 and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and

chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI  $\geq$  40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) 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 III (emergency) military treatment facilities 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.

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

(e) 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/rates/fy2012.html> (change fiscal year as applicable).

(End of Clause)

#### 952.225-0004 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)

#### 952.225-0005 MONTHLY CONTRACTOR CENSUS REPORTING (AUG 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 2011-00004.

(End of Clause)

952.225-0009 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (DEC 2011)

- (a) Contractors and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).
  - (1) Contractors may initially utilize a testing method of either a chest x-ray or TB skin test (TST), depending on the originating country of a contracted employee.
    - (i) Chest x-rays (CXR's), symptom survey, and Body Mass Index (BMI) shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur. (A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, BMI and symptom survey. (B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.
    - (ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractor's medical provider or local economy provider who will look for interval changes from prior CXR's and review any changes in the symptom survey.
    - (iii) SRN's do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.
    - (iv) 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, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) physician and/or TB Consultant as soon as possible. TB reporting is required within 24 hours to the PM POC. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractor's expense, for treatment of active TB, after consultation with the Theater PM or TB Consultant. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.
    - (v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.
  - (2) TB screening and documentation is a requirement prior to receiving badges to work in the CENTCOM Area of Operations. A copy of the TB screening documentation shall be provided to the responsible Base Operations Center prior to issuance of base access badges.
- (b) Contractor employees, including subcontractors at any tier, who work in food service positions and/or water and ice production facilities, shall have current Typhoid and Hepatitis "A" (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

(c) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR showing that their employees and their subcontractor employees at any tier have received the above vaccinations. The contractor shall maintain their employees' vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier maintain their respective employees' vaccination records for examination by the Contracting Officer.

(d) The contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The contractor also bears the responsibility of ensuring that adequate health management for TB (screening/diagnosis/treatment/isolation) is available at the contractor's chosen health care provider for their contracted and subcontracted personnel.

NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations, Federal Acquisition Regulation as Supplemented, and FRAGO's) as applicable regarding Medical Screening and Vaccination Requirements.

(End of Clause)

952.225-0011 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (DEC 2011)

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.

\* CAAF means Contractors Authorized to Accompany Forces.

\*\* Mail to Iraq limited to 2lbs

\*\*\* Applies to Iraq only

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 type="checkbox"/> Badge                             | <input type="checkbox"/> Military Clothing    | <input type="checkbox"/> All                |
| <input type="checkbox"/> Commissary                        | <input type="checkbox"/> Military Exchange    | <input checked="" type="checkbox"/> None    |
| <input type="checkbox"/> Dependents Authorized             | <input type="checkbox"/> Embassy Air***       | <input type="checkbox"/> Embassy Clinic     |

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 type="checkbox"/> Badge                        | <input type="checkbox"/> Military Clothing    | <input type="checkbox"/> All                |
| <input type="checkbox"/> Commissary                   | <input type="checkbox"/> Military Exchange    | <input checked="" type="checkbox"/> None    |
| <input type="checkbox"/> Dependents Authorized        | <input type="checkbox"/> Embassy Air***       | <input type="checkbox"/> Embassy Clinic     |

## 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 type="checkbox"/> Badge	<input type="checkbox"/> Military Clothing	<input type="checkbox"/> All
<input type="checkbox"/> Commissary	<input type="checkbox"/> Military Exchange	<input checked="" type="checkbox"/> None
<input type="checkbox"/> Dependents Authorized	<input type="checkbox"/> Embassy Air***	<input type="checkbox"/> Embassy Clinic

(End of Clause)

## 952.225-0013 CONTRACTOR HEALTH AND SAFETY (AUG 2011)

(a) Contractors shall comply with all National Electrical Code (NEC 2008), Specifications as outlined, and MIL Standards and 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. 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 outlined in the 2008 National Electric Code (NEC).

(b) The contractor shall correct all deficiencies within a reasonable amount of time of contractor becoming aware of the deficiency either by notice from the government or a third party, or discovery by the contractor. Further guidance on mandatory compliance with NFPA 70: NEC 2008 can be found on the following link <http://www.nfpa.org>.

(End of Clause)

## 952.225-0016 CONTRACTOR DEMOBILIZATION (AFGHANISTAN) (AUG 2011)

(a) Full demobilization of contractors and subcontractor(s) in the Afghanistan Combined Joint Operations Area (CJOA) is critical to responsible drawdown. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 120 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from theater. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from theater immediately following contract performance completion or termination.

(1) Exit from Afghanistan: The prime contractor is responsible to remain cognizant of Afghan laws regarding exit from Afghanistan. Currently, all foreigners traveling out of Afghanistan airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Afghanistan, Letters of Authorization (LOAs), and/or Embassy Badges are not accepted means of exiting Afghanistan. All U.S. citizens and foreign national contractors exiting via commercial means must obtain an Afghanistan exit sticker before departing the country. The exit sticker may be obtained from Ministry of Interior (MOI) office. It is the prime contractor's responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. It is to the responsibility of the contractor to work with the Embassy of Afghanistan or Afghanistan MOI as required.

(2) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Afghanistan CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

- (i) the name of each individual requiring a new LOA;
- (ii) the number of days for the LOA (no more than 30 calendar days); and
- (iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

The Contracting Officer may request additional information for an LOA extension. Any LOA extension granted beyond the contract completion date shall not exceed 30 days and the contractor is not entitled to additional compensation for this period. If approved by the Contracting Officer, this is a no cost extension of an employee's LOA due to demobilization and in no way is an extension of the contract performance period.

(3) Badging: The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employee's badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.

(4) Contractor Controlled Facility Space: If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor's possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/ remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(5) Government Furnished Equipment/Materials: The prime contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part 45, clauses 52.245-1, if included in the contract. Prime contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, policies, or procedures will be responsible and liable for damages to the government property. The prime contractor may apply for a "relief of responsibility" from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the

equipment by the prime contractor, USG representative, and the Contracting Officer or their representative, within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.

(6) Contractor Personal Property: The contractor is advised that all personal property left on the respective installation after the date of departure of said premises, shall be sold or otherwise disposed of in accordance with 10 U.S.C. § 2575.

(i) A request for the return of the property will be honored, if feasible, and if received before the expiration of the period of time allowed to vacate the installation.

(ii) If abandoned property is left on the respective installation, contractual remedies may be enforced against the contractor, (See paragraph (b) of this clause for potential contractual remedies). Additionally, even if the contractor waives its interest to all abandoned personal property, the contractor may still be liable for all costs incurred by the USG to remove or dispose of the abandoned property.

(iii) The contractor hereby authorizes the USG authority to dispose of any and all abandoned personal property in any manner the USG may deem suitable and hereby releases and discharges the USG and its agents from any and all claims and demands whatsoever that could otherwise be asserted because of the disposition of said abandoned personal property.

(7) Synchronized Predeployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the contract completion period and to release the personnel from the prime contractor's company in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the end of the contract completion date.

(8) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into the Afghanistan CJOA for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. If the prime contractor fails to re-deploy an employee, or subcontractor employee at any tier, the USG shall notify the applicable U.S. Embassy to take appropriate action. Failure by the prime contractor to re-deploy its personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future U.S. contracts anywhere in the world.

(9) Personnel Recovery: Any DoD contractor with unaccounted for employees shall follow the instructions in the "Contractor Accountability and Personnel Recovery" Clause 952.225-20. The contractor may use the Contracting Fusion Cell as a resource to track or research employees last known location and/or to view LOA's.

(b) CENTCOM - Joint Theater Support Contracting Command (C-JTSCC) and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of U.S. Government expenses, and/or any other legal remedy available to a contracting officer. The USG reserves the right to withhold payment from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

(End of Clause)

(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](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](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](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)

952.225-0020 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (AFGHANISTAN)  
(AUG 2011)

- (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 Contracting Fusion 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 C-JTSCC Clause 952.225-0016 entitled "Contractor Demobilization (Afghanistan)". 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.

(End of Clause)

#### **5552.216-9003 USTRANSCOM TASK AND DELIVERY ORDER OMBUDSMAN (JUNE 2009)**

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

Chief, Business Support/Policy Division  
Telephone Number: 618-220-7021 FAX: 618-220-7959

#### EPA CLAUSE

#### **5552.216-9006 Economic Price Adjustment for Scheduled Services - Multimodal**

As prescribed in [5516.203-4\(X\)](#), insert a clause that is substantially the same in all commercial contracts for multimodal services when an economic price adjustment based on the IHS Global Insight Index (GII) is anticipated.

#### **ECONOMIC PRICE ADJUSTMENT FOR SCHEDULED SERVICES – MULTIMODAL (MMM YYYY)**

In order to protect the contractor and government against significant market fluctuations, the unit prices shall be adjusted on (**Day/Month – fillable field**) of each Option Year beginning (**Day/Month/Year – fillable field**). The adjustment shall be based on the GII Pricing and Purchasing Industry Forecasting for North American Industrial Classification System (NAICS) codes as follows: 481112, Scheduled Freight Air Transportation (90%); 482111, Line-Haul Railroads ((0.5%); 483111, Deep Sea Freight Transportation (8%); and 48411, General Freight Trucking, Local (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<sub>N</sub>** = The current effective prices listed in the Schedule, where the subscript “N” represents the current contract performance period.

**I<sub>N-1</sub>** = Index for the current contract period: 4-quarter average of the GII calculated index for the current contract performance period

**I<sub>N</sub>** = Index for the adjustment period: 4-quarter average of the GII calculated index for the future contract period

\*\*\*\*\*

**EXAMPLE:**

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

Sample Calculated Index based upon 90% weighting for NAICS 481112, 8% for NAICS 483111, 1.5% for NAICS 48411, and 0.5% for NAICS 482111:

	Q1	Q2	Q3	Q4
Year 12	211.96	211.97	<b>213.43</b>	<b>214.49</b>
Year 13	<b>215.36</b>	<b>216.41</b>	<b>217.58</b>	<b>218.63</b>
Year 14	<b>219.58</b>	<b>220.98</b>	<b>222.88</b>	<b>224.64</b>
Year 15	<b>225.17</b>	<b>225.19</b>	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 11 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  $I_{12} = \text{Avg from Q3 2012 through Q2 2013}$   
 $(213.43+214.49+215.36+216.41)/4 = \mathbf{214.92}$

Example  $I_{13} = \text{Avg from Q3 2013 through Q2 2014}$   
 $(217.58+218.63+219.58+220.98)/4 = \mathbf{219.19}$

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

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  $I_{13} = \text{Avg from Q3 2013 through Q2 2014}$   
 $(217.58+218.63+219.58+220.98)/4 = \mathbf{219.19}$

Example  $I_{14} = \text{Avg from Q3 2014 through Q2 2015}$   $(222.88+224.64+225.17+225.19)/4 = \mathbf{224.47}$

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

\*\*\*\*\*

(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 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)

KUWAIT CLAUSES

KSCR1-1 ADDITIONAL INSTRUCTIONS FOR CONTRACTOR PERSONNEL WORKING IN THE USCENCOM AREA OF RESPONSIBILITY, SUPPORT (NOV 2010)

Contractor Privileges and Support: As identified in the Statement of Work (SOW) and must be authorized by the Contracting Officer in a Letter of Authorization (LOA). Every contract employee who will need an identification badge will need a SPOT-generated LOA. No personnel are authorized entry into the theater for more than 30 days without a SPOT-generated LOA.

Medical Treatment Available to Contractor Personnel on Base Camps: limited to resuscitative and stabilization care only. Kuwait mandatory language is in the Clause KSCR1-5, below. Emergency medical care is provided to any employee with an LOA, even when medical/dental care is not specified. Medical/dental care appears as a check box; when creating the SPOT-generated LOA, do not check the box to authorize routine medical/dental care.

**Personnel Support:** The contractor is responsible for all personnel support unless provided for in the Statement of Work. The Statement of Work must clearly identify all contractor personnel support that will be provided by the Government. PGI 225.7402-3 lists the support that may be authorized or required when contractor personnel are supporting U.S. operations. Some examples of support are office space, communication services, equipment, and access to dining facilities.

**Billeting and government provided meals:** As a general rule, not available for contractors in Kuwait. On an exception basis, contractors may be permitted to use Government Billeting if a critical need by the Government exists and approval is granted by the Base Commander as recommended by the Base Mayor's Cell.

**Life Support:** Contractors are responsible for providing all aspects of Life Support for Contractor employees to including, but not limited to, housing and transportation within Kuwait and transportation to and from Kuwait, medical or dental care (if provided for under employee benefits). Contractors are not allowed residence on any military installation within Kuwait unless a critical need by the Government exists and approval is granted by the Base Commander as recommended by the Base Mayor's Cell. The Government will provide only resuscitative/emergency medical care to contractor employees. (Reference paragraph 6.2.7.5 (Medical Preparation) of DODI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces). The Contracting Officer must determine whether any contractor personnel will be required to be armed or authorized to carry weapons for self-defense.

(End of Clause)

#### KSCR1-2 – PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (OCT 2011)

**Trafficking in Persons (TIP):** Contractor employees and subcontractor employees performing under this contract shall comply with all DOD and ASG-KUs Trafficking in Persons policies. Contractor employees are subject to prescriptions and remedies at FAR Clause 52.222-50 and the terms and conditions stated herein.

ASG-KU has adopted a more stringent policy than federal requirements regarding trafficking in persons. All Contractor employees and subcontractor employees shall be subject to FAR Clause 52.222-50, Combating Trafficking in Persons.

Contractor shall adhere to and abide by all Kuwait Labor Laws during the performance of this contract.

**Registered Employee Listing:** On a monthly basis, the Contractor shall provide the ACO with a listing of employee names registered with the Ministry of Social Affairs and Labor (MOSAL). Failure to provide the ACO with a list of employees registered with the MOSAL will result in the denial of installation badging privileges for Contractor employees. Furthermore, a copy of each individual's employment contract shall be available to the USG by the conclusion of the Transition Period. At a minimum, the employment contract shall be in English and the language of the employee. The Contractor shall disclose and make known to its employees the terms and conditions of employment.

For the duration of the contract, the Contractor shall ensure all wages earned (hourly, weekly, monthly, yearly), to include benefits and allowances, or any type of debt bondage arrangement in effect between the Contractor and employee, are included in each employee's contract. Contractor shall specify the compensation rate to be earned for hours in excess a normal workweek within the employment contract.

Contractor shall specify the type or description of work to be performed and the job site location.

Contractor shall provide transportation costs from country of origin to place of employment, including repatriation.

Contractor shall include a detailed description of the type of job site berthing accommodations available to the employees within the employment contract.

Contractor shall provide non-cash compensation and benefits, to include meals and accommodations.

Contractor shall ensure employees have injury and sickness compensation insurance for emergency medical and dental care.

Contractor shall clearly define valid grounds for termination within the employment contract.

Contractor shall include dispute settlement provisions within the employment contract.

Housing Standards: The Contractor shall comply with the following minimum housing accommodations standards:

(1) Housing provided to all employees shall be no less than 50 square feet per person.

(1) Cafeteria or common use kitchen will be provided to all employees. Common use kitchens will service no more than 25 workers per kitchen.

(2) Each room shall be furnished at a minimum with the following:

(i) Room light.

(ii) One bed per individual.

(iii) One storage device that can be secured; a footlocker with hasp for lock, minimum size of at least 3 cubic feet.

(iv) A laundry facility or laundry service.

(v) Cleaning supplies.

(3) Monthly inspections of living conditions of all Contractor and subcontractor employees. A copy of the inspection report shall be provided to the ACO. The inspection report shall, at a minimum, contain the following inspection criteria:

(i) Compliance with minimum housing accommodation standards.

(ii) Functioning appliances and the projected time for repair for any non-functioning appliances.

(iii) The findings of Quarterly Health and Welfare inspections on personnel and accommodations.

TIP Training: Contractor shall provide TIP training for all employees and subcontractor employees. A copy of each employee TIP training certificate shall be provided to the PCO 30 days after the contract start date.

Contractor Shall Post: Human Trafficking Hotline Posters in English and all employee languages in all living quarters. At a minimum, the poster shall include the Contracting Commands Hotline complaint number DSN 318-430-4985 or 389-4985.

Violations: Violation of the TIP policy shall result in actions taken against the Contractor or its employees. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment at no cost to the USG.

Notification: Contractor shall inform the PCO immediately of any information received from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates TIP policies, and any actions taken against Contractor or subcontractor employees pursuant to FAR Clause entitled "Combating Trafficking in Persons".

Remedies: In addition to other remedies available to the USG, the Contractor's failure to comply with TIP policy may render the Contractor subject to the following at no cost to the USG:

- (1) Required removal of a Contractor employee or employees from the performance of the contract.
- (2) Required subcontractor termination.
- (3) Suspension of contract payments.
- (4) Loss of fee, consistent with the fee plan, for the performance period in which the USG determined Contractor non-compliance.
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract.
- (6) Suspension or debarment.

Subcontracts: Contractor shall flow-down to its subcontracts the terms and conditions of this paragraph IAW Host Nation laws, regulatory guidance, DOD, and FAR clauses referenced herein.

(End of Clause)

#### KSCR1-5 – FITNESS FOR DUTY AND MEDICAL CARE LIMITATIONS (AUG 2011)

(a) 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. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. 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 and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI  $\geq$  40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities 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.

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

(e) 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/rates/fy2011.html> (change fiscal year as applicable).

(End of Clause)

#### KSCR1-6 COMPLIANCE WITH LAWS AND REGULATIONS (AUG 2010)

(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 Central Command orders and directives applicable to personnel in Kuwait including but not limited to USCENCOM, Multi-National Force and Multi-National Corps 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. 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.

(c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space 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 the USCENCOM 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 the USCENCOM 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 within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify military law enforcement 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 Kuwait without approval from the senior U.S. commander in the country.

(End of Clause)

#### KSCR1-7 – MONTHLY CONTRACTOR CENSUS REPORTING (AUG 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 Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS 252.22.-7995 (Deviation 2011-O0004).

(End of Clause)

#### KSCR1-11 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (NOV 2010)

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.

##### U.S. Citizens Accompanying the Force

- |   |  |
|---|--|
| <input type="checkbox"/> APO/FPO/MPO/Postal Services          | <input type="checkbox"/> DFACs(Access Only – Contractors Must Pay For Meals) |
| <input type="checkbox"/> Authorized Weapon                    | <input type="checkbox"/> MILAIR  |
| <input type="checkbox"/> MWR                                  | <input type="checkbox"/> Transportation                                      |
| <input type="checkbox"/> Resuscitative Care                   | <input type="checkbox"/> Mil Issue Equip                                     |
| <input type="checkbox"/> Controlled Access Card (CAC)/ID Card | <input type="checkbox"/> Military Banking (Finance/Eagle Cash)               |
| <input type="checkbox"/> Commissary                           | <input type="checkbox"/> Military Clothing                                   |
| <input type="checkbox"/> Dependents Authorized                | <input type="checkbox"/> Military Exchange                                   |
| <input type="checkbox"/> Telephone Service                    | <input type="checkbox"/> Keys to GFE   |
| <input type="checkbox"/> Utilities                            | <input type="checkbox"/> Technical Training                                  |
| <input checked="" type="checkbox"/> None                      | <input type="checkbox"/> All   |

##### Third-Country National (TCN) Employees

- |  |  |
|--|--|
| <input type="checkbox"/> APO/FPO/MPO/Postal Services | <input type="checkbox"/> DFACs(Access Only – Contractors Must Pay For Meals) |
| <input type="checkbox"/> Authorized Weapon           | <input type="checkbox"/> MILAIR  |
| <input type="checkbox"/> MWR                         | <input type="checkbox"/> Transportation                                      |

<input type="checkbox"/> Resuscitative Care	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Controlled Access Card (CAC)/ID Card	<input type="checkbox"/> Military Banking (Finance/Eagle Cash)
<input type="checkbox"/> Commissary	<input type="checkbox"/> Military Clothing
<input type="checkbox"/> Dependents Authorized	<input type="checkbox"/> Military Exchange
<input checked="" type="checkbox"/> None	<input type="checkbox"/> All

## Local National (LN) Employees

<input type="checkbox"/> APO/FPO/MPO/Postal Services	<input type="checkbox"/> DFACs(Access Only – Contractors Must Pay For Meals)
<input type="checkbox"/> Authorized Weapon	<input type="checkbox"/> MILAIR
<input type="checkbox"/> MWR	<input type="checkbox"/> Transportation
<input type="checkbox"/> Resuscitative Care	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Controlled Access Card (CAC)/ID Card	<input type="checkbox"/> Military Banking (Finance/Eagle Cash)
<input type="checkbox"/> Commissary	<input type="checkbox"/> Military Clothing
<input type="checkbox"/> Dependents Authorized	<input type="checkbox"/> Military Exchange
<input checked="" type="checkbox"/> None	<input type="checkbox"/> All

## NOTES: Government Furnished Contractor Support, Continued.

(1) Billeting. As a general rule, billeting is not available for contractors in Kuwait. On an exception basis, contractors may be permitted Government Billeting if a critical need by the Government exists and approval is granted by the Base Commander as recommended by the Base Mayor's Cell.

(2) Fuel. There are no government provided fuel services in Kuwait. Contractors must obtain these services from the local community.

(3) Dining facilities (DFAC's) are available and authorized for contractor use. Contractor employees choosing to consume their meals at the DFACs shall be required to pay the established meal rates for all meals consumed.

(4) Medical Services: The USG will furnish emergency medical and rescue services in the case of life threatening injury to Contractor personnel IAW the terms and conditions of the contract.

(5) Contractor use of Army Post Office (APO): In accordance with DoD Postal Manual 4526.6-M, contractors providing goods and services in support of DoD activities may be authorized use of the Military Postal Service. The Contractor is authorized the use of postal services provided by the APO within the ASG-KU AOR for contract-related activities only. This authority extends to the Contractor's U.S. citizen employees and sponsored family members for personal mail usage. Postal support is limited to the country of Kuwait. This authority flows down to subcontractors that are U.S.-owned and controlled companies and support the same mission as the prime contractor.

(6) Trash Removal: The contractor shall obey all Kuwait and U.S. laws regarding secondary containment, environmental training, and proper disposal of HAZMAT, debris, or refuse from the installation. The contractor shall dump waste in a Kuwait Government approved site and comply with Kuwait environmental laws.

(End of Clause)

## KSCR1-12 MILITARY EXTRATERRITORIAL JURISDICTION ACT (AUG 2010)

Military Extra Territorial Jurisdiction Action (MEJA) (18 USC 3261-3267). Per the MEJA Act, following notification of contract award, the Contractor and all subcontractors at any tier shall provide the required notification to all employees. The Contractor shall report compliance with this clause to the Contracting Officer following

contract award and upon request. The Contractor shall respond to requests for reports on compliance with this clause in the manner and with such content as is specified by the Contracting Officer at no further cost to the Government. The contractor, and all subcontractors at any tier, is responsible for providing each employee with the below notification by actions sufficient to ensure all employees have received and understood the notification by actions including, but not limited to, providing the notification and obtaining a written acknowledgement of the notification by each employee, posting the notification in a conspicuous place frequented by employees, as well as including the below notice in employee manuals or employment information. Employees who are not literate (who cannot read) shall have this notification read to them in a language understood by such employee. The below notification will be provided during employee training and any briefings provided to contractor employees and subcontractor employees at any tier no later than ten days after employment for this contract or arrival in the foreign country in which they will be assigned, employed by or accompanying the US Armed Forces, or residing as a dependent. The contractor shall maintain a copy of each employee's written acknowledgement of receipt of the notification and shall provide the same upon request by the Contracting Officer. The contractor shall comply with all notification requirements of DoD Instruction 5525.11, Criminal Jurisdiction over Civilians Employed By or Accompanying the Armed Forces outside the United States, Certain Service Members, and Former Service Members. In the event of conflict between DoDI 5525.11 or any applicable U.S. military regulations, DoDI 5525.11 and/or applicable U.S. military regulations or orders will control over this clause. The notification referenced above is as follows: Notification: Under the Military Extraterritorial Jurisdiction Act (MEJA) (18 USC 3261-3267), persons employed by or accompanying the U.S. Armed Forces outside the United States are potentially subject to prosecution for certain criminal acts, including such acts occurring outside the United States. MEJA applies only to those crimes punishable by imprisonment for more than one year if committed within United States jurisdiction. The law applies to individuals accompanying a contractor for the US Armed Forces, which may include a dependent of a DOD contractor or subcontractor employee. This law authorizes DOD law enforcement personnel to arrest suspected offenders in accordance with applicable international agreements and specifies procedures for the removal of accused individuals to the US. It also authorizes pretrial detention and the appointment of counsel for accused individuals. See Army Field Manual 3-100.21, Contractors on the Battlefield, and DoD Instruction 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members.

NOTE: Also see KSCR1-6, paragraphs (d), (e) & (f).

(End of Clause)

#### KSCR1-13 INSTALLATION SECURITY/ACCESS/BADGING REQUIREMENTS (AUG 2010)

(a) Badging and access requirements for Army Posts in Kuwait will require coordination with the Contracting Officer or the Contracting Officer Representative (COR) responsible for contract oversight at applicable location.

(1) To obtain entry to Camp Arifjan, Contractors must contact the Badging Office at 965-2389-1525 for forms, procedures and instructions.

(2) New passes are obtained at ECP 1 (TCN Gate) on Camp Arifjan. Renewals and upgrades are handled at the Provost Marshal Office Bldg 159 located on Camp Arifjan. The ECP 1 Badging Office provides support from 0700 to 1600 and 1900 to 0400 Daily.

(b) Contractors are advised that badging for citizens/residents of certain countries is restricted or unavailable. Contractors must contact the Badging Office to obtain a list of restricted countries and any applicable waiver processes.

(c) Contractor shall adhere to all Physical Security requirements for all areas of performance under this contract IAW Army Regulation 190 series. The Contractor shall comply with the ASG-KU Commands directed vetting/badging policies for all personnel.

(d) Special Instructions for Compound Pass access procedures per ASG-KU-PMO:

The contractor shall obtain temporary installation access passes through the Contracting Officer or the Contracting Officer's Representative (COR). The contractor shall allow a minimum of 5 working days to process passes through the Pass and ID section. To obtain temporary passes; the contractor must submit a copy of the Civil ID with a level 18 working code for each worker, a copy of the workers' passport showing the Kuwait visa, and a completed Pass Request Form. The above-mentioned form can be obtained at the Pass and ID Section. Additionally, the contractor must identify all the workers' sponsors and have an individual letter for each applicant from their sponsor authorizing their employees to work for the contractor and accepting responsibility. It is the responsibility of the Contractor to screen employees for countries of concern. Citizens of the countries below are prohibited access to the installation unless granted an exception by the ASG-KU Commander. For each exception to policy, a name-check with the U.S. Embassy and a Kuwait KMOD/KMOI Background Investigation will be conducted and kept on file at the ASG-KU PMO Installation Access Office.

- (1) Cuba
- (2) Iran
- (3) Iraq
- (4) Libya
- (5) Democratic People's Republic of Korea
- (6) Sudan
- (7) Syria

Citizens of the countries listed below are permitted to apply for installation access; however a name-check with the U.S. Embassy must be conducted in addition to the routine KMOD/KMOI Background Investigation.

- (1) Russia
- (2) People's Republic of China
- (3) Socialist Republic of Vietnam

(End of Clause)

KSCR1-14 SPECIAL REQUIREMENTS FOR SECURITY/ACCESS ON AIR FORCE BASES IN KUWAIT  
(AUG 2010)

SECURITY & ACCESS:

- (a) The contractor shall follow security procedures and instructions applicable to Ali Al Salem AB, Kuwait. Contractor personnel working on Ali Al Salem Air Base shall hold a current Kuwait Pass necessary to gain access to the front Gate. The U.S. shall not be liable for delays caused by inaccessibility through the Kuwaiti Gate.
- (b) The contractor shall submit pass request applications to the Contracting Officer within 3 calendar days after receipt of "Notice of Contract Award." The pass request applications require coordination with the Host Nation Liaison. The U.S. Air Force shall not be liable for delays resulting from Kuwaiti pass coordination/approval. Contractor shall be liable for completing all requirements within the specified time frames. No extensions on work will be granted due to delays from Kuwaiti pass coordination/approval. Upon completion the pass request letters shall be returned to the contractor for coordination with the Kuwait Air Force Security Office.

(c) The contractor is also required to complete Installation Access Applications for all employees entering Ali Al Salem Air Base. Once the application is complete all contractor employees must then register within the Defense Biometric Identification System (DBIDS) and receive a DBIDS badge.

(d) The work site is located in a restricted or controlled area. The contractor may therefore experience delays due to compliance with entrance/exit requirements of restricted/controlled areas. The maximum amount of delay should not exceed four (4) hours per occurrence.

(e) The Host Nation base will not grant access for individuals of the following nationalities: Iranian, Iraqi, Cuban, Libyan, Syrian, Sudanese, Jordanian, Palestinian, and North Korean.

There are two passes that are required for access to Air Force installations in Kuwait:

(1) The first pass that is required is the DBIDS badge. An application shall be completed for this badge. Once the completed application is received, contractor will be able to go to the DBIDS trailer at the gate and get your biometrics taken. The results of the biometrics scan takes three days. After these three days, contractor may come pick up DBIDS badge.

(2) The second pass that is required is a temporary pass from the Kuwaitis. Each person on the admissions pass must have copies of their Civil ID cards attached to the document. Each person on the short term vehicle pass must have a copy of their Civil ID cards, vehicle registration, and driver's license. The short term passes are only good for five days, but I would recommend that you submit your information for this pass as soon as possible since these can be difficult to obtain at times. Both the admissions and vehicle temporary passes must have both English and Arabic versions submitted. I have also attached the most current instructions on how to complete these temporary pass applications. NOTE: All date formats have to be YYYY/MONTH/DAY. Also, these passes must be typed.

DBIDS Processing Instructions for 386 ECONS Contractors:

STEP ONE: Obtain a copy of the Installation Access Application (IAA) from the Ali Al Salem Air Base Contracting Office (386 ECONS).

STEP TWO: Ensure sections 1, 2, 3, 4, 9, 11, and 12 are completed with the appropriate information. Once you have accurately completed the IAA, submit the completed form to the 386 ECONS. Ensure that each application has the required backup documentation (see section 10 of the IAA, Verifying Documents Attached section). At a minimum each IAA should have:

- (1) Copy of the passport (photo, data, and residency pages)
- (2) Copy of the civil ID (front and back)
- (3) Entry Visa with entry stamp (if applicable)
- (4) Original sponsor letter (in English ONLY)
- (5) Copy of the driver's license

STEP THREE: Once you have submitted the completed form to the 386 ECONS, your representative within the 386 ECONS will complete sections 5, 6, and 7.

STEP FOUR: The 386 ECONS will submit the completed IAA to the DBIDS office. You will then be notified by the 386 ECONS that the IAA is in the DBIDS office. At this time you can report to the DBIDS office (located at the Fox 1/"Ringmaster" entrance of Ali Al Salem Air Base) for the submission of your biometric information.

All 386 ECONS contractors who have submitted IAAs can report to the DBIDS office Monday through Saturday from 1500 to 1630.

STEP FIVE: Visitor awaits receipt of DBIDS badge.

(End of Clause)

#### KSCR1-15 PREVENTION OF SEXUAL HARASSMENT TRAINING (AUG 2010)

(a) Definitions. As used in this policy –

“Sexual Assault” means –

A crime defined as intentional sexual contact, characterized by use of force, physical threat or abuse of authority or when the victim does not or cannot consent. Sexual assault includes rape, nonconsensual sodomy (oral or anal sex), indecent assault (unwanted, inappropriate sexual contact or fondling), or attempts to commit these acts. Sexual assault can occur without regard to gender or spousal relationship or age of victim. “Consent” will not be deemed or construed to mean the failure by the victim to offer physical resistance. Consent is not given when a person uses force, threat of force, or coercion or when the victim is asleep, incapacitated, or unconscious.

“Sexual Harassment” means –

Gender discrimination that involves unwelcomed sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature between the same or opposite sex genders when such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creates an intimidating, hostile, or offensive working environment. Categories of sexual harassment are:

(1) Verbal – Examples include telling sexual jokes; using sexually explicit profanity, threats, sexually oriented cadences, or sexual comments; whistling in a sexually suggestive manner; and describing certain attributes of one’s physical appearance in a sexual manner.

(2) Nonverbal – Examples include staring at someone, blowing kisses, winking, or licking one’s lips in a suggestive manner. The term may also include printed material (for example, displaying sexually oriented pictures or cartoons); using sexually oriented screen savers on one’s computer; or sending sexually oriented notes, letters, faxes or email.

(3) Physical Contact – Examples include touching, patting, pinching, bumping, grabbing, cornering, or blocking a passageway; kissing; and providing unsolicited back or neck rubs.

(b) Policy. The Department of Defense has adopted a policy to prevent sexual assault and sexual harassment.

(c) Contractors and contractor employees in the Army Central Command (ARCENT) Area of Responsibility (AOR) shall not –

(1) Commit acts of sexual assault against any person on any camp, post, installation, or other United States enclave within the ARCENT AOR; or

(2) Sexually harass any person on any camp, post, installation, or other United States enclave within the ARCENT AOR.

(d) Contractor requirements. The Contractor shall –

(1) Notify its employees of:

- (i) The Department of Defenses' policy described in paragraph (b); and
  - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment;
- (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b); and
- (3) Annually train all employees to prevent sexual assault and sexual harassment. This training must, at a minimum, ensure that all contractor employees understanding the definitions outlined in paragraph (a) and the policy in paragraph (b). Each employee's compliance with this training requirement shall be reported to the Contracting Officer's Representative prior to the employee being allowed access to the worksite.
- (e) Notification. The Contractor shall inform the Contracting Officer immediately of –
- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
  - (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this policy.
- (f) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this policy may result in –
- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
  - (2) Requiring the Contractor to terminate a subcontract;
  - (3) Suspension of contract payments;
  - (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
  - (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
  - (6) Suspension or debarment.
- (g) Subcontracts. The Contractor shall include the substance of this policy, including this paragraph (g), in all subcontracts.
- (h) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Sexual Assault Prevention and Response training program at the time of the violation as a mitigating factor when determining remedies. Additional information about Sexual Assault Prevention and Response training programs can be found at the Department of Defense Sexual Assault Prevention and Response Home Page, <http://www.sapr.mil>.

(End of Clause)

**KSCR1-16 CONTRACTOR PAYMENTS (NOV 2010)**

Currency: Payments made against this contract will be paid in local currency (Kuwait Dinar) if awarded to a non U.S. vendor. If contract award has been made to a U.S. contractor, payment will be made in U.S. currency (dollars). Payments shall be made via Electronic Funds Transfer (EFT), unless circumstances beyond a contractor's control prevent this.

(End of Clause)

**KSCR1-17 SPONSORSHIP REQUIREMENTS (AUG 2010)**

Sponsorship: The Contractor shall obtain local sponsorship as required for all personnel for the purpose of providing in-country legal representation, work visas and resolution of other personal business or domestic matters, in compliance with host nation labor laws.

Passports, Visa and Customs: The Contractor is responsible for identifying and obtaining all passports, visas, or other documents necessary to enter and/or exit any areas necessary for performance. All Contractor employees shall be subject to the customs, processing procedures, laws, and duties of Kuwait, and the procedures, laws, and duties of the United States upon re-entry. Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.

(End of Clause)

**KSCR1-18 – CONTRACTOR MANPOWER REPORTING (OCT 2011)**

Contractor Manpower Reporting: The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address <https://cmra.army.mil/login.aspx>

The required information includes:

- (1) Contracting Office, Contracting Officer, Administrative Contracting Officer;
- (2) Contract Number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, email address, identify of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor, if different);
- (9) Estimated data collections cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and subcontractor perform the work (specified by zip code in the United States or nearest city, country when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and

- (13) Number of contractor and sub-contractor employees deployed in theater during this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each calendar year. Contractors may use a direct XML data transfer to the data base server or fill in the fields on the website. The XML direct transfer use a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site. The Contractor shall NOT mark any data provided to the USG under this contract as proprietary; this includes records, files, memoranda, reports, listings, SOPs, plans, programs, studies, tests, property listings, etc., or any other data acquired or produced by the Contractor in support of this contract. Further, IAW with DFARS 252.227-7013, the Government shall have unlimited rights to all technical data produced or obtained by the Contractor under the terms of this contract. As such, the Contractor shall not place proprietary markings on any documents to which the Government has unlimited rights.

(End of Clause)

#### ADDITIONAL LANGUAGE

##### **1. Recompensation.**

**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. SCA 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. If contractors request an NTE increase based on SCA wage increases, contractors will be required to demonstrate all labor categories and costs, to include fringe benefits, included in their original NTE rates and that the requested 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 and 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 Template

Attachment 7 – Safety & Audit Checklist

Attachment 8 – Wage Rate Determination

Attachment 9 – Reports & Format

Attachment 10 – List of Deliverables

Attachment 11 – ITV Spreadsheet

**PERFORMANCE WORK STATEMENT**  
**(PWS)**

**COMMERCIAL MULTIMODAL TRANSPORTATION**

**HEADQUARTERS UNITED STATES TRANSPORTATION COMMAND**

**21 December 2012**

**TABLE OF CONTENTS**

**SECTION 1 – GENERAL REQUIREMENTS**

**SECTION 2 – EDI TRANSACTIONS**

**SECTION 3 – PERFORMANCE MEASURES**

**SECTION 4 - LIABILITY**

**SECTION 5 – DEFINITIONS**

## **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.

1.1.1. 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 door-to-door and/or port-to-door 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.

1.1.2. Zones have been established for procuring transportation services. All zones except for the zones followed by the letter P include linehaul in the rate. Zones 3P, 5P, 8P, 9P, 10P and 11P are for shipments the Government will deliver to or pickup from the seaports within the respective zones. Zones with a P indicate shipments that are booked to/from the seaport.

1.1.3. 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.

1.1.4. 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) .

1.1.5. 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.

### **1.3. 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 prior to RDD, 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 prior to RDD as defined by Section 2 (*SD/BD 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, the contractor must provide supporting documentation upon request of the cognizant SDDC COR, or upon request of the SDDC HQ Contract Compliance Branch.

1.4.6. Improper use of the HG/HR, AV, or SD/BD transactions will result in a missed RDD against the associated shipment.

1.4.7. Cargo Availability Date; Reserved.

1.4.8. Cargo Availability Date; Reserved.

#### **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.

<u>Table 1.6.11</u>
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.

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 written request of the cognizant COR. After written request by the cognizant COR or cognizant SDDC Battalion for release from staging, the contractor shall commence on-carriage within 2 calendar days.

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

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

1.21.2. 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, Kabul, and Bastion. 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 CENTCOM 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 CENTCOM 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](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 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 15 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. Annually, the contractor is required to submit a subcontracting report that includes information on subcontract awards to Afghanistan and Central and Southern Asia States (CASA) entities. CASA states include Georgia, the Kyrgyz Republic, Pakistan, the Republic of Armenia, the Republic of Azerbaijan, the Republic of Kazakhstan, the Republic of Tajikistan, the Republic of Uzbekistan, and Turkmenistan. The report shall identify the total dollars subcontracted and the total dollars subcontracted to Afghan and CASA entities broken out by the individual states. The report is due within 90 calendar days after the end of an annual performance period.

## **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](mailto: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://amccisaf.nc3a.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://amccisaf.nc3a.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 G8 Accounts Payable Branch 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

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 the cargo is locally available for immediate delivery but is delayed by the Government.

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:

1. The cargo is removed from the container or conveyance and the contractor submits an X1 EDI transaction in accordance with 2.2.2 (X1 – AV – 1 day free time)
2. The cargo is removed from the container or conveyance and the contractor submits an HG EDI transaction for staging in accordance with 2.2.2 (HG-AV-1 day free time)

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.

Driver wait time applies only to charges incurred when the driver is in line outside the final destination waiting to deliver cargo.

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	\$100.00 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

1.24.1.1. The contractor shall provide to the Contracting Officer 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 template at Attachment 6 to the Solicitation. 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.

USTRANSCOM Global Command, Control, Communications and Computers (C4)  
Coordination Center (GCCC)  
E-mail: [ustcJ6-gccc@ustranscom.mil](mailto:ustcJ6-gccc@ustranscom.mil)  
Commercial Phone: 618-229-4222

USTRANSCOM Deployment and Distribution Operation Center (DDOC)  
E-mail: [ustc-ddocchief@ustranscom.mil](mailto:ustc-ddocchief@ustranscom.mil)  
Commercial Phone: 618-220-7700

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.

## **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 bookings.

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 for the ANSI X 12, 300, 301, 303, 304 and 315 transaction sets in compliance with their approved concepts of operations. Version 4010 is the DTEB supported version and 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 Business (DTEB) Committee. These changes shall be implemented in accordance with schedules approved by the DTEB Committee.

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

2.1.3. Contractor receiving order data, 300 Reservation (Used for Delivery order, the booking, including increases and decreases)

2.1.4. Contractor ordering confirmation data, 301 Confirmation (Used for Confirmation of order, contractor to Ordering Officer/COR)

2.1.5. Cancellation data from Ordering Officer, 303 Booking Cancellation (Used for Ordering Officer Cancellation)

2.1.6. Shipping Instructions, 304 Ocean Carrier Shipping Instructions

2.1.7. Contractor shipment status reporting data, 315 Status Detail

## 2.2. Shipment Status Reporting

2.2.1. The contractor shall provide accurate shipment status reports using the ANSI 315 for multimodal shipments. Transactions shall be submitted in ANSI X-12 EDI standard. The tables below identify specific events that require reporting on multimodal shipments. The contractor shall submit all event reports within 24 hours of accomplishment. Airport event locations will be submitted in accordance with the International Civil Aviation Organization (ICAO).

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
I	In-gate at Port of Embarkation (SPOE/APOE)	This transaction is required at the SPOE/APOE with correct location identified
AE	Loaded on Vessel	This transaction is required at the SPOE and all transshipment seaports with correct location identified
VD	Vessel departure	This transaction is required at SPOE/APOE and all transshipment ports with correct location identified
VA	Vessel arrival	This transaction is required at the SPOD/APOD all transshipment ports with correct location identified
UV	Vessel discharge	This transaction is required at the SPOD and all seaport transshipment ports with correct location identified
OA	Out-gate from SPOD/APOD	This transaction is required at the SPOD/APOD with correct location identified
AV	Available for Delivery	This transaction may be submitted when cargo is at final destination, but consignee is unable to accept the cargo. AV is valid only if submitted prior to RDD for metric purposes. For Afghanistan Only; the Contractor may submit event code "AV" to the US Government upon entering in line outside the final destination gate to document accrual of driver wait time, if applicable.
X1	Delivery to consignee	This transaction is required when shipment is delivered to customer, or possession is turned over to the Government
RD	Return of empty container to	This transaction is required for every container shipment and indicates

	contractor	that the contractor has regained possession of its asset.  (NOT REQUIRED FOR BREAKBULK)
HG	Entry into Government-directed staging	This transaction will be submitted by the contractor to indicate the start of a Government-directed staging, to include staging at ports or holding yards. The transaction will be submitted within 24 hours of actual shipment entry into staging.
HR	Release from Government-directed staging	This transaction will be submitted by the contractor to indicate the end of a Government-directed staging, to include staging at ports or holding yards. The transaction will be submitted within 24 hours of actual shipment exit from staging.
SD	Authorized shipment delay	This transaction will be submitted by the contractor only upon SDDC COR authorization of a shipment delay.
BD	End of authorized shipment delay	This transaction will be submitted by the contractor to indicate the end of an authorized shipment delay.

### 2.3. Additional Guidance on Specific Transactions

2.3.1. AV transaction: AV may be submitted only when a shipment is at the final destination, but consignee is unable to accept the cargo at final destination. This transaction is optional for all Areas of Responsibility (AORs) except Afghanistan, Pakistan and Iraq to document accrual of driver wait time at final destination, if applicable.

2.3.1.1. For Afghanistan only:

2.3.1.1.1. AV is a required transaction to document accrual of driver wait time. AV may only be submitted upon entering in line outside the final destination gate. There are no other acceptable uses of AV. In the event that an AV transaction is not received, the US Government will assess that driver wait time was not incurred at final destination for the associated shipment.

2.3.1.2. For all other AORs:

2.3.1.2.1. AV submission is optional to document accrual of driver wait time. If used, AV must be submitted when cargo is at final destination, but consignee is unable to accept the cargo. There are no other acceptable uses of AV.

2.3.1.2.2. The AV submission will be considered for RDD performance measure where AV was submitted prior to RDD at final destination location. If multiple AVs are submitted due to US Government directives (e.g. staging), the first AV at final destination location will be considered for RDD purposes if submitted prior to RDD. With the exception of Afghanistan, in order to receive consideration for On-Time Delivery, the Contractor must obtain documentation supporting consignee inability or refusal to accept the shipment, such as evidence that a delivery was attempted after delivery was scheduled with the consignee in accordance with Section 1.5. This documentation must be produced upon request of the cognizant SDDC COR or the SDDC HQ Contract Compliance Branch. Improper use of AV will result in a missed RDD against the associated shipment.

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.

2.3.1.3.1. SD: The contractor shall submit a request for an authorized delay to the cognizant SDDC COR 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. Following Government authorization of a contractor's written request for delay consideration, the contractor may submit an SD. If a written authorization is not received from the SDDC COR within 2 business days, the contractor may submit a SD and must forward a written justification to SDDC HQ Command Operations Center. The COR may void the delay authorization if justification is not provided.

2.3.1.3.2. BD: The BD transaction must be submitted when the authorized delay has ended. The contractor will also notify the cognizant SDDC COR in writing when the delay has ended. If the SDDC COR determines that the contractor's reporting of the delay duration is inflated, the delay authorization may be voided.

2.3.1.3.3. Submission of the SD/BD transaction pair recommitts the contractor to a new delivery date defined as: RDD + (# days elapsed from SD to BD). The contractor must maintain copies of the Government's written authorization of a delay. This documentation must be produced upon request of the cognizant SDDC COR or the SDDC HQ Contract Compliance Branch. Improper use of SD will result in a missed RDD against the associated shipment. The Government must receive both an SD and BD in order for RDD to be amended

2.3.1.4. HG and HR transactions: The HG and HR transactions will be submitted by the contractor to indicate start and stop of Government-directed staging, to include staging at ports, holding yards or inland locations. Authority for ALL staging is SDDC cognizant COR.

2.3.1.4.1. HG: Following receipt of a written Government staging request, the contractor will submit the HG transaction within 24 hours of actual shipment entry into/at the staging location.

2.3.1.4.2. HR: Following receipt of a written Government staging release (e.g. call forward), the contractor will submit a HR within 24 hours of actual shipment exit from the staging location. Cargo must commence dispatch from staging within required timelines outlined in Section 1.8.3 upon receipt of written 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.

2.3.1.4.3. Submission of the HG/HR transaction pair recommitts the contractor to a new delivery date defined as: RDD + (# days elapsed between HG and HR). The contractor must maintain copies of the Government's written request for staging and release from staging. This documentation must be produced upon request of the cognizant SDDC COR or SDDC HQ Contract Compliance Branch. Improper use of HG will result in a missed RDD against the associated shipment. The Government must receive both an HG and HR in order for RDD to be amended.

#### **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. Manual Operational Reports**

2.5.1. Until EDI transaction submissions can fully provide this data, the contractor shall provide the cognizant SDDC activity and the military activity responsible for cargo documentation at each port where Government cargo is lifted and/or discharged certain information in connection with cargo at that port. Manual Operational Reports for cargo lift are not required for cargo loaded on a "Free-in" basis. Report format, distribution, submission schedule and medium are described at Attachment 9.

Cargo Lift Information – Containers  
Cargo Lift Information – Breakbulk  
Pre-Arrival Notice  
Contractor Containerization  
Cargo not lifted as booked / booked and not lifted

### **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.

### 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. A Modified RDD will be assigned based on the length of the delay authorized in advance 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

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

3.3.2.1.1. Although required, RD 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.**

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

3.4.2. Performance Rating

3.4.2.1. The Government will use the Contractor Performance Score calculated at Table 3.4.1 above as a factor in the contemporaneous best value booking process. To facilitate that process, the Government will, as suggested below, assign a Contractor Rating to the Contractor’s Performance Score.

**Table 3.4.2.1.**

<b>Contractor Performance Score</b>	<b>Rating</b>
<i>95% - 100%</i>	Exceptional
<i>90% - 94.9%</i>	Good
<i>85% - 89.9%</i>	Satisfactory
<i>78% - 84.9%</i>	Marginal
<i>77.9% and under</i>	Unsatisfactory

**3.5. Additional Performance Indicators (API)**

3.5.1. Overview. Contractor performance will also be considered based on a monthly basis using the APIs listed in table 3.5.1.1. This information will be considered in the contemporaneous best value booking process. With the exception of API 2, the Government strategy for assessing the contractor’s performance indicators will be by COCOM.

**Table 3.5.1.1.**

API No. 1	Good Order and Condition
API No. 2	Final Invoice Submission Timeliness

API No. 3	Contract Discrepancy Report
-----------	-----------------------------

3.5.2. Good Order and Condition (API No. 1)

3.5.2.1. Cargo shall be delivered to the consignee in the same order and condition as when turned over to the contractor for shipment. Good Order and Condition will be measured based on the contractor's total number of loss and damage incidents against the contractor's total shipments with an RDD in the same month as the shipment associated with the incident.

3.5.3. Final Invoice Submission Timeliness (API No. 2)

3.5.3.1. Timeliness of final invoice submission will be measured, documented and may be presented at senior level SDDC/contractor forums. 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 with the timeliness established in attachment 2 – Invoicing and Payment.

3.5.4. Compliance with Contract Terms and Conditions (CCTC) (API No. 3)

3.5.4.1. 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.

**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 accessorials) 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**

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
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
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
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 scale or dimensional weight, whichever is greater. Only one method of determining billable weight (scale or dimensional) is allowed per PCFN.

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.

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 X W X 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 receipted 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 eleven (11) 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. All wheeled or tracked vehicles regardless of size are excluded from this definition.

PCFN (Port Call File Number): An identifier generated and assigned by the Integrated Booking System to uniquely identify a booking. A task order is 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. 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:

Code	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-in	Free-out
6.	Door/Liner-in	Liner-out
7.	Free-in	Liner-out/Door
8.	Liner-in	Liner-out/Door
9.	Door/Liner-in	Liner-out/Door

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 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.2. Invoices, including requests for financing payments, shall be submitted to G8 Accounts Payable Branch at:

HQ, SDDC  
1 Soldier Way, Bldg 1900W  
Attn: AMSSD-RMM-AP  
3<sup>rd</sup> Floor  
Scott Air Force Base, IL 62225

A.3. 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.4. 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.5. 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 1 through 11 with destination zones 14 through 36. The remaining balance due for work completed in accordance with the contract will be invoiced upon delivery. Interim financing payments in the amount of 60% of the booked costs based on the booked dimensional weight will be authorized once the cargo leaves the sea port of embarkation (SPOE) (VD EDI transaction code) for shipments originating from zones 14 through 36 with destination zones 1 through 11. 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 that have origination or destination zones of 12 and 13.

A.6. 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.7. 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**

B.1. Hardcopy Interim Financing Invoice Procedures: Contractors requesting a commercial interim financing payment shall submit a proper hardcopy interim invoice to SDDC G8 Accounts Payable Branch. 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 contains 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 weight 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: Until the Government implements the use of the third party pay system for multimodal shipments, a hardcopy final invoice shall be submitted to SDDC G8 Accounts Payable Branch. 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 60 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 and first and final invoice contains 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)
  - 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 Driver Wait Time

B.3.2.1 In addition to the procedures outlined in B.3 and the invoice summary information required in B.3.1, supporting documentation shall be submitted in an excel spreadsheet containing the following information:

- Truck number
- PCFN
- IBS TCN
- Container number (if applicable)
- Container Type/Size (if applicable)
- Final Port of Debarkation
- Consignee DoDAAC,
- Consignee City
- Arrival Date at Base Gate or date entered ingate line outside final destination (required for zones 14-36)
- Cargo Delivery Date or arrival in carrier holding yard upon receipt of USG staging request (required for zones 14-36)
- Total Driver Wait Time/Days
- Amount in US Dollars
- Supporting documentation that shows contractor notified consignor or consignee that cargo was available for loading or unloading (required for zones 1-13)
- Supporting documentation from consignor or consignee informing contractor that loading or unloading has been completed and conveyance available for pickup (required for zones 1-13)
- Remarks

B.3.3. 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.

B.3.4. Each final invoice should include no more than one Military Voyage Document (VOYDOC), PCFN, POE, and POD.

B.4. Sections B.4.1 and B.5 below are only applicable 90 days after the Government has provided written notice to the contractor of the Government's intent to utilize the third party pay system.

B.4.1. DOD contracts and voluntary tenders require the use of U.S. Bank Freight Payment and all DOD cargo movements must be offered only to commercial carriers who utilize U.S. Bank as their billing and payment system.

### B.5. THIRD PARTY PAY SYSTEM (TPPS)

B.5.1. A requirement to conduct business with DOD as a Transportation Service Provider (TSP) is to be TPPS capable. Even if otherwise qualified, a TSP that is not TPPS certified will not be eligible to transport DOD freight. TPPS is an electronic freight transaction tracking and payment system.

B.5.2. The current authorized TPPS is U.S. Bank Freight Payment. TSP's should contact U.S. Bank at 1-800-417-1844 or by email [customer.support@usbank.com](mailto: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.

B.5.3. Transportation Service Providers are required to submit the shipments contract number via EDI. In the event TSP's need assistance configuring their EDI file to include the contract number, call the U.S Bank customer service help desk or email the customer service email box and a representative will open a Service

Request to assign a U.S. Bank EDI analyst to assist you. TSPs who do not transmit EDI must provide the contract number when entering invoices in the U.S. Bank Freight Payment web-based user interface.

(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 Surface Deployment Distribution Command (SDDC) Ordering Office is authorized to order services under this contract.
- B. The spot-bid requirements will be e-mailed to 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 48-72 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 accessories.

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.

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 One Time Only (OTO) 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 an OTO price per pound by the date and time as indicated in the OTO request. OTO price must be an all-inclusive price per pound plus any Government requested accessorials.

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 in a modification to the winning offeror's contract.

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 Past Performance factor are of equal importance.

(2) Evaluation Factors:

(i) Past Performance

(a) Contractors' Rating from the Performance Objective Assessment at Section 3.4 of the PWS.

(b) Contractors' measured performance on the Additional Performance Indicators (API's) is from Section 3.5.

(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 + 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 20 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. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 120 percent or below 80 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 & 3P**  
(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 & 11P**  
(NEW ENGLAND)  
CT, MA, ME, NH, RI, VT

**Zone 10 & 10P**  
(MIDDLE ATLANTIC)  
PA, NJ, NY

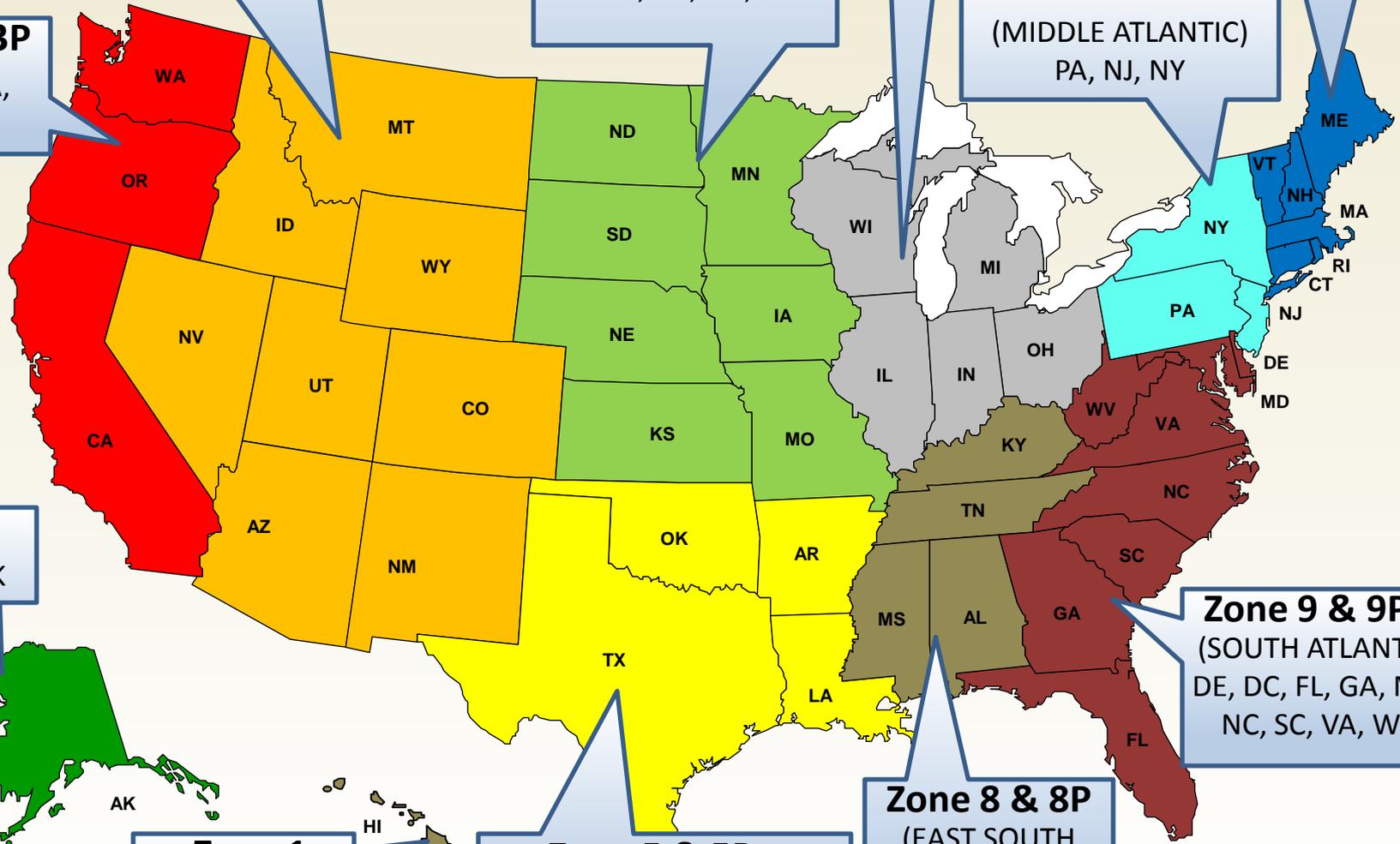
**Zone 2**  
(PACIFIC) AK

**Zone 1**  
(PACIFIC) HI

**Zone 5 & 5P**  
(WEST SOUTH CENTRAL)  
AR, LA, OK, TX

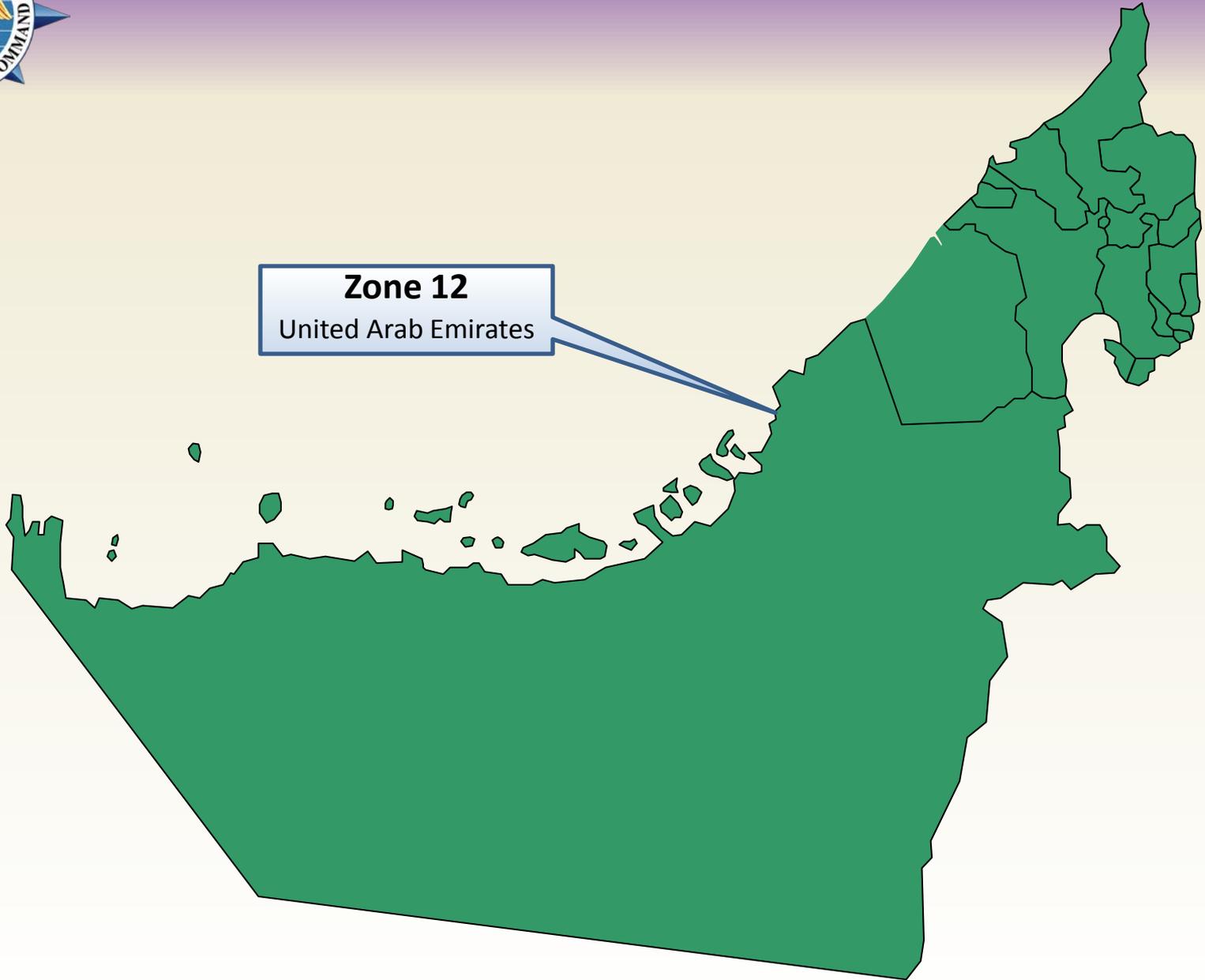
**Zone 8 & 8P**  
(EAST SOUTH CENTRAL)  
AL, KY, MS, TN

**Zone 9 & 9P**  
(SOUTH ATLANTIC)  
DE, DC, FL, GA, MD, NC, SC, VA, WV





# ZONES

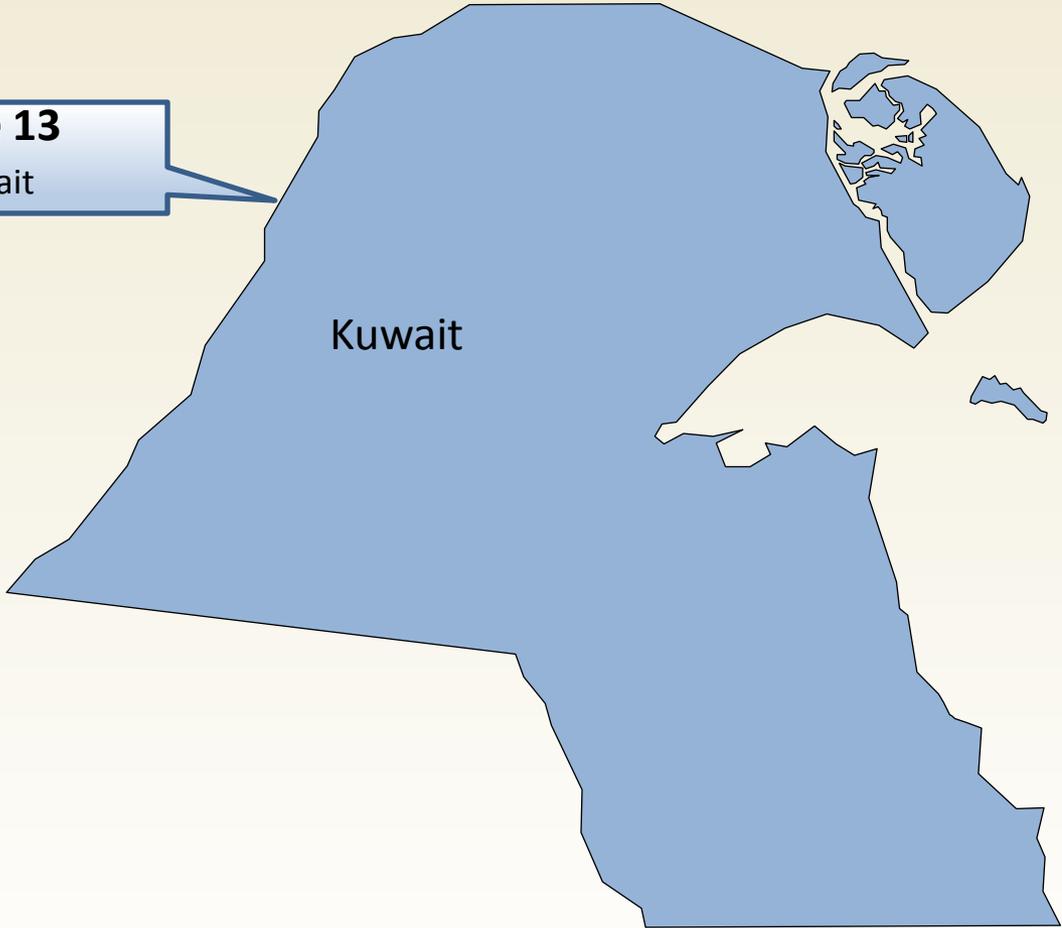


**Zone 12**  
United Arab Emirates



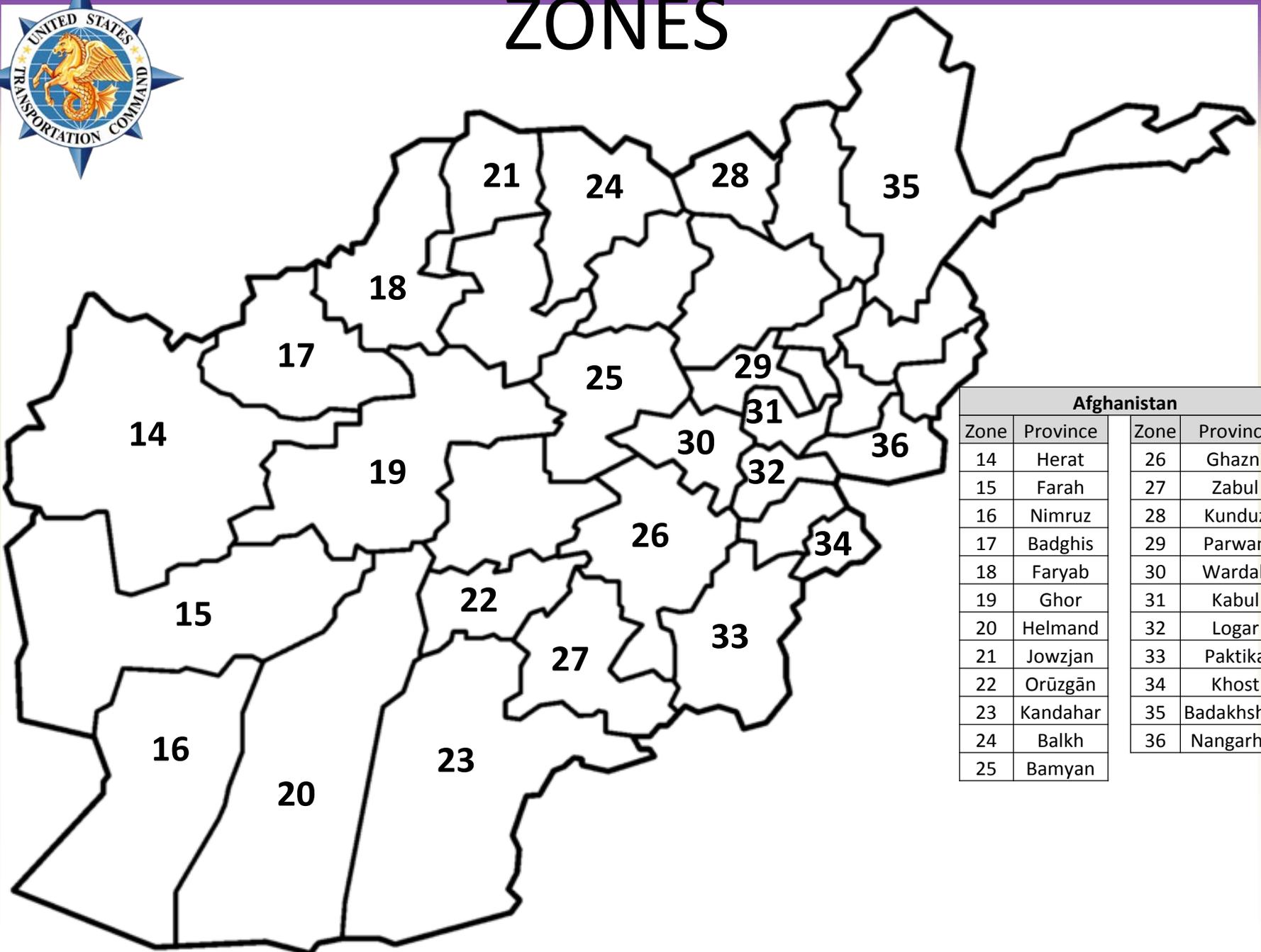
# ZONES

**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. Inventory of Authorized and Unauthorized Devices
2. Inventory of Authorized and Unauthorized Software
3. Secure Configurations for Hardware and Software on Laptops, Workstations, and Servers
4. Secure Configurations for Network Devices such as Firewalls, Routers, and Switches
5. Boundary Defense
6. Maintenance, Monitoring, and Analysis of Security Audit Logs
7. Application Software Security
8. Controlled Use of Administrative Privileges
9. Controlled Access Based on the Need to Know
10. Continuous Vulnerability Assessment and Remediation
11. Account Monitoring and Control
12. Malware Defenses
13. Limitation and Control of Network Ports, Protocols, and Services
14. Wireless Device Control
15. Data Loss Prevention
16. Secure Network Engineering
17. Penetration Tests and Red Team Exercises
18. Incident Response Capability
19. Data Recovery Capability
20. Security Skills Assessment and Appropriate Training to Fill Gaps

The entire text of the 20 Critical Security Controls is available for reference at:

<http://www.sans.org/critical-security-controls/>

**Procedures:**

1. Review each control.
2. Determine what procedures and tools exist within your organization to meet this control.
3. Document the result of 1-2 using the suggested template provided.
4. Provide any additional information about your company's cyber security posture.

**Company (Name): Information Assurance Report**

**Executive Summary: (descriptive self-assessment of the company’s overall information security posture)**

**A. Assessment of Twenty Critical Security Controls for Effective Cyber Defense: Consensus Audit Guidelines (CAG)**

1. Control 1. Inventory of Authorized and Unauthorized Devices
  - a. Procedures and Tools supporting this control:  
(List the procedures and tools used in your organization for this control)
  - b. Method to achieve control metric:
  
2. (Continue for remaining 19 controls).

If a particular control does not exist or is not used within your organization, please state this.

**B. Assessment of Additional Security Measures for Effective Cyber Defense**

1. Measure. (Title of additional measure/control)
  - a. Procedures and Tools supporting this measure/control:  
(List the procedures and tools used in your organization)
  - b. Method to achieve measure/control metric:
  
2. (Continue for remaining measures/controls)

### **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 3<sup>rd</sup> 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)**

<b>1. Subcontractor Overview.</b> 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.				
<b>2. Operations Management.</b>				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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?				

**Attachment 7  
Safety & Audit Oversight Checklist**

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?				
<b>3. Subcontractor Infrastructure.</b>				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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.				
<b>4. Internal Audits.</b> 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.				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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)				

**Attachment 7**  
**Safety & Audit Oversight Checklist**

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?				
<b>5. Safety Program.</b>				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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				

<b>6. Flight Operations.</b> 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.				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
6.1 General infrastructure information • Basic route structure: • Flights / day _____ • Types and numbers of aircraft • Main Base of Operation • Alternate Operating Locations				
6.2 Pilot force: • Total # of pilots _____				
How many? __ Captains __ First Officers __ Flight Engineers __ Navigators Avg Total Hours? _____ Captains _____ First Officers _____ Flight Engineers _____ Navigators Ratings? _____ Captains _____ First Officers _____ Flight Engineers _____ Navigators				
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)  __ Captains __ First Officers __ Flight Engineers __ Radio Subcontractors __ Navigators				
6.3 Does a trade union represent the pilots? If yes, who? _____ • If yes, when does the existing contract expire? • Any significant labor relation tensions?				
6.4 Average flying time: • Per month _____ • Guaranteed _____				
6.5 What is the pilot turnover rate? (low, average, high) • Primary reason?				
6.6 Are there processes for disseminating ops information to the crews? ---- Meetings ---- Read File ---- Training Syllabus ---- Displays ---- Bulletins ---- Dispatch Release ---- E Mail ---- Web page ---- Other				
6.7 Among these processes in 6.6, is there a published policy that identifies safety as the top priority?				
6.8 Are there processes for receiving feedback from crews? ---- Hazard/Irregularity Reports ---- E-Mail ---- Flight Data Rec. ---- Hot line ---- Web Page ---- Other ---- Duty Officer ---- Regular Meetings				

**Attachment 7  
Safety & Audit Oversight Checklist**

6.9 Do management personnel meet regularly with line personnel?				
6.10 Is the Subcontractor involved in increased risk operations?				
6.10.1 Are experience levels higher for those crews assigned to these missions?				
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)?				
<b>7. Flight Crew Employment.</b>				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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?				
<b>8. Upgrade Training.</b>				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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?				
<b>9. In-Flight Performance.</b>				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
9.1 Does the Subcontractor have a flight standards / evaluation department?				
9.2 What is the screening process for evaluator / standardization candidates?				

**Attachment 7  
Safety & Audit Oversight Checklist**

9.3 How does the Subcontractor identify and resolve performance trends?				
9.4 Is aircrew performance analyzed as part of the standards / evaluation process?				
<b>10. General Operations Manual (GOM).</b>				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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? _____				
<b>11. Aircrew Records.</b> Personnel records are maintained and reflect experience, qualifications, and medical status.				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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				

<b>12. Aircrew Training.</b>				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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?				

**Attachment 7  
Safety & Audit Oversight Checklist**

• 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?				
<b>13. Other Aircrew: Loadmasters/Radio Subcontractor/Navigator</b>				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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				
<b>14. Cargo Loadmaster Hiring.</b>				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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? _____				
<b>15. Cargo Loadmaster Training.</b>				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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?				
<b>16. Loadmaster Operations Manual.</b>				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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				
<b>17. Aircrew Scheduling.</b>				

**Attachment 7  
Safety & Audit Oversight Checklist**

	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?				
<b>18. Loadmaster Records.</b>				
	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?				

**Attachment 7  
Safety & Audit Oversight Checklist**

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?				
<b>19. Operational Control: Flight Operations Officers / Director of Operations.</b> Effective mission control includes communications with aircrews and the capability to respond to irregularities or difficulties encountered.				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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?				
<b>20. Flight Planning.</b>				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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?				
<b>21. Mission Monitoring.</b>				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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?				
<b>22. Load Manifests.</b>				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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?				
<b>23. DoD Charter Procedures.</b>				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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?				

**Attachment 7  
Safety & Audit Oversight Checklist**

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				
<b>24. Security.</b> 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.				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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.

<b>1. Management.</b>				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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?				
<b>2. Personnel.</b>				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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?				
<b>3. Quality Assurance.</b>				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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?				

**Attachment 7  
Safety & Audit Oversight Checklist**

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?				
<b>4. Maintenance Inspection Activity.</b>				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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?				
<b>5. Maintenance Training.</b>				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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?				
<b>6. Maintenance Control/Planning.</b>				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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?				
<b>7. Aircraft Maintenance Program.</b>				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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?				
<b>8. Maintenance Records.</b>				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>

**Attachment 7  
Safety & Audit Oversight Checklist**

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?				
<b>9. Fuels.</b>				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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: <a href="http://www.desc.dla.mil/DCM/DCMPage.asp?LinkID=IntoPlane">http://www.desc.dla.mil/DCM/DCMPage.asp?LinkID=IntoPlane</a> ), 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?				
<b>10. Maintenance Manuals.</b>				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
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?				
<b>11. Maintenance Facilities/Stores.</b>				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>

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?				

**Attachment 7**  
**Safety & Audit Oversight Checklist**

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?				

201102172.txt

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski                      Division of  
Director                                      Wage Determinations

Wage Determination No.: 2011-0217  
Revision No.: 2  
Date of Last Revision: 01/18/2012

---

States: Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, 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 Counties of Adams, Alamosa, Arapahoe, Archuleta, Baca, Bent, Boulder, Broomfield, Chaffee, Cheyenne, Clear Creek, Conejos, Costilla, Crowley, Custer, Delta, Denver, Dolores, Douglas, Eagle, El Paso, Elbert, Fremont, Garfield, Gilpin, Grand, Gunnison, Hinsdale, Huerfano, Jackson, Jefferson, Kiowa, Kit Carson, La Plata, Lake, Larimer, Las Animas, Lincoln, Logan, Mesa, Mineral, Moffat, Montezuma, Montrose, Morgan, Otero, Ouray, Park, Phillips, Pitkin, Prowers, Pueblo, Rio Blanco, Rio Grande, Routt, Saguache, San Juan, San Miguel, Sedgwick, Summit, Teller, Washington, Weld, Yuma

Connecticut Statewide

District of Columbia Statewide

Delaware Statewide

Florida Statewide

Georgia Statewide

Hawaii Statewide

Iowa Statewide

Idaho Statewide

Illinois Statewide

Indiana Statewide

Kansas Statewide

Louisiana Statewide

201102172.txt

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

201102172.txt

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		14.63
East South Central		13.35
Middle Atlantic		15.37
Mountain		14.55
New England		15.22
Pacific		16.53
South Atlantic		14.81
West North Central		14.71
West South Central		13.14
31361 - Truckdriver, Light		
East North Central		15.63
East South Central		14.38
Middle Atlantic		16.30

201102172.txt

	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	18.43
	East South Central	16.91
	Middle Atlantic	19.71
	Mountain	18.91
	New England	18.93
	Pacific	20.43
	South Atlantic	18.76
	West North Central	18.25
	West South Central	17.44
31364	- Truckdriver, Tractor-Trailer	
	East North Central	18.43
	East South Central	16.91
	Middle Atlantic	19.71
	Mountain	18.91
	New England	18.93
	Pacific	20.43
	South Atlantic	18.76
	West North Central	18.25
	West South Central	17.44

□

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 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)

201102172.txt

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. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (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 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

201102172.txt

information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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 insure 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 regrading 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.

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

Diane C. Koplewski      Division of Wage  
Director                      Determinations

Wage Determination No.: 2011-0217  
Revision No.: 3  
Date of Last Revision: 04/17/2012

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 .

<b>OCCUPATION CODE - TITLE</b>	<b>FOOTNOTE</b>	<b>RATE</b>
21020 - Forklift Operator		
East North Central		14 .63
East South Central		13 .35
Middle Atlantic		15 .37
Mountain		14 .55
New England		15 .22
Pacific		16 .53
South Atlantic		14 .81
West North Central		14 .71
West South Central		13 .14
23440 - Heavy Equipment Operator		
East North Central		24 .33
East South Central		15 .95

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 .

<b>OCCUPATION CODE - TITLE</b>	<b>FOOTNOTE</b>	<b>RATE</b>
21020 - Forklift Operator		
East North Central		14 .63
East South Central		13 .35
Middle Atlantic		15 .37
Mountain		14 .55
New England		15 .22
Pacific		16 .53
South Atlantic		14 .81
West North Central		14 .71
West South Central		13 .14
23440 - Heavy Equipment Operator		
East North Central		24 .33
East South Central		15 .95

Middle Atlantic	24 .93
Mountain	20 .55
New England	22 .03
Pacific	28 .53
South Atlantic	17 .97
West North Central	19 .59
West South Central	15 .78
29010 - Blocker And Bracer	
East North Central	22 .89
East South Central	16 .91
Middle Atlantic	23 .48
Mountain	23 .39
New England	22 .28
Pacific	31 .42
South Atlantic	21 .02
West North Central	20 .60
West South Central	18 .48
29020 - Hatch Tender	
East South Central	16 .91
East North Central	22 .89
Middle Atlantic	23 .48
Mountain	23 .39
New England	22 .28
Pacific	31 .42
South Atlantic	21 .02
West North Central	20 .60
West South Central	18 .48
29030 - Line Handler	
East North Central	22 .89
East South Central	16 .91
Middle Atlantic	23 .48
Mountain	23 .39
New England	22 .28
Pacific	31 .42
South Atlantic	21 .02
West North Central	20 .60
West South Central	18 .48
29041 - Stevedore I	

East North Central	21 .68
East South Central	17 .28
Middle Atlantic	22 .26
Mountain	21 .85
New England	21 .63
Pacific	29 .42
South Atlantic	19 .70
West North Central	19 .41
West South Central	17 .30
29042 - Stevedore II	
East North Central	23 .99
East South Central	18 .25
Middle Atlantic	24 .82
Mountain	25 .01
New England	23 .42
Pacific	33 .44
South Atlantic	22 .31
West North Central	21 .71
West South Central	19 .70
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 .43
East South Central	16 .91
Middle Atlantic	19 .71
Mountain	18 .91
New England	18 .93
Pacific	20 .43
South Atlantic	18 .76
West North Central	18 .25
West South Central	17 .44
31364 - Truckdriver, Tractor-Trailer	
East North Central	18 .43
East South Central	16 .91
Middle Atlantic	19 .71
Mountain	18 .91
New England	18 .93
Pacific	20 .43
South Atlantic	18 .76
West North Central	18 .25
West South Central	17 .44

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 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. Such conforming

process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (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 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, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 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 insure 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 regrading 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:

1. Cargo Lift – Containers
- 1.1 Required by: PWS Paragraph 2.5
- 1.2 Reports due: Within 24 hours of vessel sail date
- 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. Cargo Lift Information – Breakbulk
- 2.1 Required by: PWS Paragraph 2.5
- 2.2 Reports due: Within 24 hours of vessel sail date
- 2.3 Medium: Excel attachment uploaded into Pipeline Asset Tool (PAT) per POE
- 2.4 Distribution: Authorized users of ETA/PAT

- 2.5 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 (when applicable)– 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)

3. Pre-Arrival Notice
  - 3.1 Required by: PWS Paragraph 2.5
  - 3.2 Reports due: Three days prior to the scheduled arrival of the delivering vessel or day after sail if less than three days sail time to POD
  - 3.3 Medium: Excel attachment to email
  - 3.4 Distribution: Cognizant SDDC terminal as advised by COR
  - 3.5 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

- 4 Contractor Containerization:
  - 4.1 Required by: PWS Paragraph 2.5
  - 4.2 Reports due: Next business day after Contractor responsible for containerizing cargo at their convenience
  - 4.3 Medium: Excel attachment to email
  - 4.4 Distribution: Cognizant SDDC terminal as advised by COR

4.5 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 COR 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

(End Attachment 9)

**Attachment 10  
List of Deliverables**

RFP Reference	Deliverable	When	To Who	Electronic or Hard Copy?
952.225-0005	Monthly Census Info by Province	1 <sup>st</sup> of each month	Contracting Officer	Electronic
KSCR1-7	Monthly Census Info by Province	1 <sup>st</sup> of each month	Contracting Officer	Electronic
KSCR1-18	Manpower Reporting	Each Year	<a href="https://cmra.army.mil/login.aspx">https://cmra.army.mil/login.aspx</a>	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 – 1.18	Freight Report	20 <sup>th</sup> of each month	Contracting Officer	Electronic - Excel
PWS – 1.19	CONOPs	Upon Request	SDDC	TBD
PWS – 1.21.2.3	List of all foreign flag subcontractors	15 days after contract award/updates within 5 days	Contracting Officer	Electronic - Excel
1.21.4	Subcontracting Report	90 calendar days after the end of an annual performance period	Contracting Officer	Electronic
PWS – 1.24, Attachment 6	IA Report	Proposal submission & 30 days prior to exercise of option period	Contracting Officer	Electronic
PWS – 2.5.	Manual Operational Reports	As required	As described in Attachment 9	Electronic