PART I – THE SCHEDULE

SECTION A – SOLICITATION / CONTRACT FORM

Your attention is directed to Section L, Information to Offerors (ITO) and Instructions for Proposal Preparation, and Section M, Evaluation Factors for Award. The Government may award a contract without discussions, based solely on initial offers received. Therefore, each initial offer received should be submitted on the most favorable terms from both a price and a technical standpoint.

The preferred method of completion for Representations and Certifications is at the System for Award Management (SAM) at https://www.sam.gov/portal/public/SAM/. If you are unable to use this method, contact the Contracting Officer (CO) for a full copy prior to date/time scheduled for receipt of offers. Failure to complete all required Representations and Certifications may render your proposal ineligible for award.

SUBMISSION OF QUESTIONS

Questions regarding this solicitation shall be submitted in writing to Abbie Haas at abbie.m.haas.civ@mail.mil, Dorothy Delrosario at dorothy.h.delrosario.civ@mail.mil and Greg Hunt at gregory.v.hunt2.civ@mail.mil. Facsimiles will not be accepted. All questions must be received no later than 3:00 pm Central Daylight Time (CDT) on XX April 2016.

SUBMISSION OF PROPOSALS

Offerors are responsible for submitting proposals so as to reach the Government office designated in the solicitation by the date/time specified. Note that the Government office designated for receipt of proposals is the address shown in Block 7 of the SF33.

Personnel wishing to hand-deliver proposals to either of the individuals listed above, must notify both the individuals via email not later than 72 hours prior to the date and time established for receipt of proposals. Entry to Scott AFB is at the Main (Shiloh) Gate. Please allow additional time to arrive at the visitor’s center at the Main (Shiloh) Gate during high traffic periods. Refer to Section L – Instructions to Offerors for further information on proposal submission.
PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

Unless otherwise noted, CLIN pricing and entitlement category information utilizes the Fiscal Year 2016 Negotiated Uniform Rates and Rules, hereafter referred to as the “Rates and Rules”, incorporated by reference and available on the web at [www.fedbizopps.gov](http://www.fedbizopps.gov) when the rates are finalized.

B-1. INTERNATIONAL EXPANSION PEACETIME AIRLIFT SERVICES ENTITLEMENT BY CATEGORY

<table>
<thead>
<tr>
<th>CAT B CARGO</th>
<th>Medium (45-61 Ton)</th>
<th>Large I MFE* (100 Ton)</th>
<th>Large I (90 Ton)</th>
<th>Large II (86-88 Ton)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>CAT B COMBI</td>
<td>TBD</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>CAT B PASSENGER</td>
<td>Medium</td>
<td>Large</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TBD</td>
<td>TBD</td>
<td></td>
<td></td>
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<tr>
<td>SMALL</td>
<td>Passenger</td>
<td>Cargo</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>TBD</td>
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</table>

*Modern Fuel Efficient (MFE)

B-2. MINIMUM GUARANTEE

a. The minimum guarantee is $TBD equal to 50% of the total fixed buy CLINs (CLINs 0065 – 008295) without reimbursable and/or Mobilization Representative’s (MOBREP) which can be satisfied by fixed or expansion (CLINs 0036 – 0064).

b. For those contracts awarded for international expansion or for domestic Civil Reserve Air Fleet (CRAF) commitment only, the minimum guarantee is estimated at $3000 and is based on actual costs incurred in accordance with (IAW) the Joint Travel Regulations (JTR) for MOBREP attendance at the MOBREP training seminar. This minimum will be satisfied as a reimbursable under CLIN 0001AC.

B-3. PRICING


b. SLIN 0001AB/1001AB – FUEL REIMBURSEMENT. See paragraph H-25.

c. SLIN 0001AC/1001AC – MOBREP training seminar (not included in the Rates and Rules). The Government will reimburse the Contractor for food, travel, training seminar fee(s), and lodging expenses incurred as a result of MOBREP representatives attending the MOBREP training seminar IAW Performance Work Statement (PWS) paragraph 4.0.1. Reimbursement for food, lodging, training seminar fee(s), and travel will be consistent with the JTR. Other costs may be allowed as reimbursable, if determined appropriate and authorized in advance by the Contracting Officer (CO) prior to the Contractor incurring the costs.


e. CLIN 0002/1002. Domestic CRAF Activation – Passenger Service See paragraph H-25.f. (Not included in the Rates and Rules).

g. CLINs 0004-0035/1004-1035. International CRAF Activation, shall be priced as follows:

(1) Prices for airlift services during CRAF activation, Stage I, II and III and during United States Transportation Command (USTRANSCOM) Commander-determined periods (where volunteered airlift is used in lieu of CRAF activated airlift) shall be determined in the same manner as for the fixed award CLINs.

(2) For long-range international aircraft called up (See Attachment 1, PWS, Appendix 5, paragraph A5.2.5) under CRAF activation Stages I, II or III, there will be a guaranteed average daily utilization of 12 hours flight time. If an aircraft fails to achieve the guaranteed utilization, the Contractor will be entitled to additional compensation due to underutilization.

   a. The Contractor shall provide documentation supporting its request for compensation due to underutilization. Contractor may report to USTRANSCOM at the end of each month, at the end of the contract period or upon CRAF deactivation, total hours flown for each called up aircraft, (or substituted aircraft), the number of Contractor controllable delays, hours flown in commercial service, and hours flown in service. Compensation for underutilization will be accomplished at the end of the contract period or upon CRAF deactivation, whichever comes first. Contractors must provide cost data to determine the rate 30 days after contract period or CRAF deactivation.

   b. The equation for computing compensation for underutilization is:

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

1. Flight time (actual hours) shall include all revenue hours including paid ferry and any commercial flights operated during the CRAF activation.

2. Actual hours will be increased by 12 hours for each time an aircraft is unavailable to the Government for Contractor controllable reasons. (i.e.: maintenance or lack of sufficient crew).

3. The rate will be based on the live mile rate in the USTRANSCOM Negotiated Uniform Rate minus any costs not expected to be incurred (i.e., fuel, meals, maintenance).

4. The underutilized hours will be converted to miles using an average speed of 500 mph.

EXAMPLE:

   (i) Tail number N123 with an ACL of 330 PAX is activated on the 5th of the month.

   (ii) The aircraft operated for 160 flight hours for the 15 day activation period including 10 commercial hours.

   (iii) Guaranteed utilization = 180 hours (15 days x 12 hours/day)

   (iv) Actual utilization = 160 hours

   (v) Underutilized hours = 20 hours

   (vi) 20 hours x 500 mph = 10,000 miles x 330 ACL = 3,300,000 seat miles x .045 (actual rate to be determined) = $148,500 compensation earned for the month.
(c) Additionally, should the long-range international aircraft called up, as defined in Attachment 1, PWS, Appendix 5, paragraph A.5.2.5., not be required for the minimum guaranteed utilization period or not be required for all or a portion of the period between notification and official release from call up, the Contractor will be compensated for underutilization at an amount not to exceed that calculated as provided in paragraph B-(3)(g)(2) above, except that the guaranteed utilization will be based on guarantees specified in Attachment 1, PWS, Appendix 5, paragraph A.5.2.7. Contractors are obligated to make their best effort to obtain commercial business to minimize Government costs.

(3) Prices paid for airlift called up under all CRAF activation stages may be adjusted by negotiation between the Contractor and the Government pursuant to the procedures in Section I, FAR 52.243-1 entitled Changes—Fixed Price Alternate IV. In establishing such prices, it shall be presumed, unless the Contractor presents evidence establishing that an adjustment to the rate of compensation is appropriate, that prices computed in accordance with the Rates and Rules applied to the mileage set forth in Commercial Operations Integrated System (COINS) for the shortest route over which the type of aircraft involved operated, constitutes equitable prices for such services. For the purpose of circumnavigating countries which will not grant over-flight clearances, peacetime and wartime missions which operate the segments listed in paragraph B-3 h.(1) below, will be paid according to the special miles listed therein instead of the mileage calculated by COINS. Consideration will be given, but not limited to, evidence presented by the Contractor for aircraft called up which reflects reasonable incurred costs outside the peacetime rate associated with call-up aircraft under CRAF activation. Examples of such costs are:

(a) Additional per diem expenses incurred to relocate personnel required to assist in the flow of CRAF activated aircraft.

(b) Additional security expenses for the safety of aircraft and crew.

(4) Vectoring: Vectoring is a change from the contracted route due to specific military conditions in the mission operating environment which requires a deviation from the contracted route. If conditions require vectoring during CRAF activation or periods where volunteered airlift are used in lieu of CRAF activated airlift, the CO will issue a change order in accordance with Section I, FAR 52.243-1 entitled Changes—Fixed Price Alternate IV. The change order will provide the area, times, etc., for which vectoring will be recognized as a changed condition. A change order authorizes submission of requests for price adjustments. To expedite adjustments, periodic submissions are encouraged. The Contractor should document and support the baseline from which adjustment is requested in addition to substantiation of the amount of the equitable adjustment in any request submitted to the CO.

h. CLINs for the fixed and expansion requirements shall be priced as follows:

(a) Airlift services shall be paid at the price established for each SubCLIN. Such price shall be determined in accordance with the Rates and Rules incorporated by reference for International Long- and Short-Range Commercial Augmentation (see paragraphs B-3 h.(2), and B-3 h.(3), and B-3 h.(4) for exceptions). USTRANSCOM will conduct an annual rate review as part of the ratemaking process used to develop the Rates and Rules. Mileages will be determined in accordance with COINS. If the Contractor is unable to fly the shortest route between two locations, they must submit flight plans for approval of any additional miles prior to award. The additional mileage will be mutually agreed to by the Contractor and CO. The CO may also pre-approve extraordinary insurance costs applicable to a pending mission when in the best interest of the Government. These costs will be reimbursed under SLIN 0001AA/1001AA, Reimbursables.

(1) Special Miles:

In performance of certain airlift missions, Contractors will be required to circumnavigate countries which will not grant over-flight clearances, either during peacetime or wartime. In those instances, special miles will be paid.
For the routings listed below, the special miles, as indicated following each route, will be paid to circumnavigate Cuba or Nicaragua. Additional routings requiring payment of special miles may be added to this contract as needed.

<table>
<thead>
<tr>
<th>Route</th>
<th>Special Miles</th>
</tr>
</thead>
<tbody>
<tr>
<td>KCHS-MHSC</td>
<td>1483</td>
</tr>
<tr>
<td>MP TO-MHSC</td>
<td>795</td>
</tr>
<tr>
<td>KCHS-SKBO</td>
<td>2059</td>
</tr>
<tr>
<td>KCHS-MHTG</td>
<td>1486</td>
</tr>
<tr>
<td>MP TO-MHTG</td>
<td>806</td>
</tr>
<tr>
<td>KCHS-MKJS</td>
<td>1405</td>
</tr>
<tr>
<td>KCHS-MPTO (via MMCZ)</td>
<td>1888</td>
</tr>
<tr>
<td>MP TO-MSSS</td>
<td>739</td>
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<tr>
<td>KCHS-MSSS</td>
<td>1487</td>
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<td>KCHS-MKJP</td>
<td>1321</td>
</tr>
<tr>
<td>EDDN-LYPR</td>
<td>250</td>
</tr>
</tbody>
</table>

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

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

(3) When the Government requires airlift services for outsized cargo or service in areas where the operations of US-certificated carriers are restricted (reference Attachment 1, PWS, Section 1, paragraphs 1.3.17 and 1.3.17.1.), the rates in the Rates and Rules will not apply (See paragraph H-18). Unless specifically authorized by the CO and identified in the applicable modification, miles flown in performance of these types of missions are not subject to fuel adjustment procedures. Outsized cargo requirements and requirements for service into areas where the operations of US-certificated air carriers are restricted will be competed on an as-needed basis and award is made on a best value basis among the offers that meet mission requirements. The determination whether an offer meets mission requirements will be based upon type and weight capacity of aircraft offered and the date of availability. Mission dates will be specified; however, offers of alternative mission dates may be considered if determined to meet requirements. Any proposed alternate mission dates falling outside the solicited mission dates will be considered only if acceptable to the Government; in such a case, the CO will provide other offers the opportunity to propose against the alternate mission dates. Factors used to determine best value include schedule, price, Contractor reliability, and violation status. Schedule and price are approximately equal in importance and are significantly more important than the other factors, which are of equal importance. Acceptability of an offer will be subject to the determination by the CO if the price offered is fair and reasonable. Additional costs, identified and approved by the CO prior to award, may be reimbursed upon receipt and approval of the Contractors invoices.

(4) Combi Services: The Government requires services for combination passenger/cargo airlift. Combi services for FY16 will be awarded based on the Commander’s intent to utilize modern, fuel efficient aircraft and the National Defense Authorization Act (NDAA). The award will maximize modern aircraft first, followed by entitlement. The aircraft must be capable of carrying a minimum of 10-12 pallets and 30-40 passengers internationally. Combi services will be priced and awarded in accordance with the Uniform Negotiated Rates and Rules for charter Combi service.

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

B-4. MAXIMUM AWARD

The maximum award is $2.9B.
PART I – THE SCHEDULE

SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

The Contractor shall perform Charter Airlift Services and CRAF Activation services (when necessary) in accordance with the Attachment 1-Performance Work Statement (PWS) dated 28 Jan 2016 Feb 16.
PART I - THE SCHEDULE

SECTION E - INSPECTION AND ACCEPTANCE

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

<table>
<thead>
<tr>
<th>FAR NUMBER</th>
<th>CLAUSE TITLE</th>
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<tbody>
<tr>
<td>52.246-4</td>
<td>INSPECTION OF SERVICES--FIXED PRICE</td>
<td>AUG 1996</td>
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<table>
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<tr>
<th>DEFENSE FAR SUP</th>
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</thead>
<tbody>
<tr>
<td>252.246-7000</td>
<td>MATERIAL INSPECTION AND RECEIVING REPORT</td>
<td>MAR 2008</td>
</tr>
</tbody>
</table>

E-2. INSPECTION AND ACCEPTANCE OF SERVICES

a. USTRANSCOM Directorate of Acquisition, Contract Airlift Division, working with Government representatives, will accomplish Government acceptance of services under this contract. The Global Decision Support System (GDSS) and other records will be used to verify services rendered for all missions.

b. Headquarters (HQ) Air Mobility Command (AMC) reserves the right to inspect, conduct onsite capability surveys, perform ramp inspections, conduct flight-deck observation flights, and initiate performance evaluations of the Contractor during all phases of this contract. Contractor shall facilitate ramp inspections in accordance with Attachment 13, AMC Supplement 1 to AFI 21-101, Aircraft and Equipment Maintenance Management.
PART I - THE SCHEDULE

SECTION F - DELIVERIES OR PERFORMANCE

F-1. PERIOD OF PERFORMANCE

a. Performance of this contract shall begin 01 October 2016, or the date of award, whichever occurs later. The Base Year performance shall continue through 30 September 2017. If Option Year 1 is exercised, performance shall continue through 30 September 2018, unless sooner terminated or extended by the Government under the provisions of this contract. All flights in progress at midnight of the last day of the contract shall not be affected by the expiration of this contract.

b. During performance of this contract, there may be a declaration of an airlift emergency or national emergency, or the CRAF may be activated, as described in Attachment 1, PWS, Appendix 5. In such event, the Government may give notice to the Contractor to extend this contract for the purpose of ordering additional airlift services throughout the period of the emergency. In addition, the Contractor’s commitment to the CRAF program will be extended for the entire period of CRAF activation, and for up to six (6) months thereafter.

F-2. SCHEDULES

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

b. Schedule Formation and Coordination.

(1) Fixed award international cargo trips.

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

(a) Confirmation of proposed schedule; or

(b) A proposed alternative schedule.

(2) Fixed award international passenger trips.

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

(a) Confirmation of proposed schedule; or

(b) A proposed alternative schedule.

(3) International Expansion Requirements.

(a) All trips ordered under peacetime expansion provisions will be scheduled no later than three (3) working days after notice of order. The Government will coordinate with carriers until acceptance is received.
(b) Schedules may be revised upon request of either the Government or the Contractor, provided the requester provides a minimum of twelve (12) hours prior to the scheduled departure of the trip involved and the requested change is mutually agreed upon.

F-3. DIVERSIONS AND REROUTES - INTERNATIONAL

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

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

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

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

B-747 cargo aircraft is scheduled to depart at 0700. Departure is delayed due to a broken K-loader until 1140 (4 hours 40 minutes Government controlled delay). Contractor is entitled to demurrage payment of $2,940. (1 hour 40 minutes rounded to the next whole hour multiplied by $1,470 per hour, as outlined in the Rates and Rules.)
PART I - THE SCHEDULE

SECTION G - CONTRACT ADMINISTRATION DATA

G-1. DFARS 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)

(a) Definitions. As used in this clause—

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

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

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

(4) “Receiving report” means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

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

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

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

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

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Government-wide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

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

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

(End of clause)
G-2. CONTRACTOR POINT OF CONTACT

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

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

b. The name of a POC to serve as liaison between the Contractor and the Contract Administrator (CA) responsible for each station transited in accordance with Attachment 1, PWS, Section 1, paragraphs 1.1.1 and 1.3.11.

G-3. PAYMENT OF LANDING AND PARKING FEES

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

G-4. PAYMENT REQUESTS FOR CONTRACT SERVICES


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

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1. PASSENGER AND PUBLIC LIABILITY INSURANCE

a. General: Prior to performance of any services hereunder, the Contractor shall, at its own expense, procure and maintain during the entire performance period of this contract, with financially and legally responsible insurance company or companies, passenger and public liability insurance in accordance with paragraph H-1b or H-1c. (Refer to Attachment I-PWS, Appendix 3, Paragraph A3.11 entitled “Civil Aircraft Landing Permits” for insurance timeline and updating requirements.) Liability insurance purchased pursuant to the requirements of this paragraph shall cover payment to the Government, pursuant to the subrogation provision of the Medical Care Recovery Act (42 USC 265l-3) and within the liability limitations of this contract, of the cost of Government provided medical care to the extent that said insurance would cover payment to injured individuals of the cost of medical care in the absence of any Government obligation to provide medical care. The Contractor shall furnish to the Contracting Officer, Evidence of Insurance duly executed by the Insurer of the insurance required by this paragraph. The Evidence of Insurance shall substantially conform to the form set forth in paragraph H-2. To the extent that the Montreal Convention for the Unification of Certain Rules for International Carriage by Air applies, it will take precedence. If a court of competent jurisdiction determines that any transportation furnished pursuant to this contract is subject to the Warsaw Convention, 49 Stat. 3000, and that the Contractor is entitled to limit its liability under that Convention, then the minimum limit of insurance required by this clause shall be considered to be a “higher limit of liability agreed to by special contract” as contemplated by the last sentence of Article 22(1) of that Convention, and the Contractor agrees that it shall not with respect to any claim arising out of the death, wounding, or other bodily injury of a passenger, avail itself of any defense under Article 20(1) of the Convention. Nothing herein shall be deemed to affect the rights and liabilities of the Contractor with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger. See note below subparagraph H-1c(2).

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

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

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

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

c. Combined Single Limit Liability:

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

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

(a) Prior to performance of any services hereunder, the Contractor shall provide the Government with appropriate evidence of insurance in accordance with paragraph H-1. (Refer to Attachment 1-PWS, Appendix 3, Paragraph A3.11 entitled “Civil Aircraft Landing Permits” for insurance timelines and updating requirements.) The evidence shall substantially conform to the following paragraph:

______________________________________________________ (Hereinafter called the Insurer)

Name of Insurer

of __________________________________________________________________________________

Address of Insurer

has issued to _________________________________________________________________________

Name of Insured Policy ____________________________________________, bearing policy number

___________, with respect to the legal liability of the said Insured for aircraft passenger death or bodily injury,

aircraft public death or bodily injury (excluding passengers) and aircraft property damage liabilities, effective from

____________ through ____________.  

(Signature of Insurer)    (Current Date)

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

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

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

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

(4) The Insurer further agrees that the insurance afforded under this policy covers payment to the Government, pursuant to the subrogation provision of the Medical Care Recovery Act (42 USC 265l -3), of the cost of Government provided medical care to the extent that said insurance would cover payment to injured individuals of the cost of medical care in the absence of any Government obligation to provide medical care.

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

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

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

The policy contains the attached endorsement.

By ________________________________________

(Company)
"ENDORSEMENT" (Attachment to the Evidence of Insurance)

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

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

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

The insurance afforded under this policy shall not apply:

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

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

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

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

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

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

c. The Insurer hereby waives any right of subrogation it may have against the United States of America, by reason of any payment under the aforesaid policy of insurance, with respect to loss caused to transportation services by acts of the United States of America or any agency thereof, which acts are in conjunction with the performance by the named Insured of any services under said contract.
d. In the event the Insurer elects to cancel the insurance afforded under this policy, the Insurer hereby agrees that such cancellation shall not be effective unless written notice thereof shall be sent by the Insurer by registered mail not less than 30 days in advance of such cancellation, direct to the United States Transportation Command, 508 Scott Dr., Building 1900W, Scott Air Force Base, Illinois 62225-5357, Attention: TCAQ-CP, and in the event the named Insured requests such cancellation, the Insurer agrees to notify, by registered mail, the above stated activity immediately upon receipt of such request.

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

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

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

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

Endorsement to Policy No: __________________________________________________________
Effective Date: ______________________________________________________________________
Countersigned: ______________________________________________________________________ (Date)
Company __________________________________________

H-3. CONTRACTOR ACQUIRED INSURANCE

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

<table>
<thead>
<tr>
<th>TYPE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Automobile</strong></td>
<td></td>
</tr>
<tr>
<td>Bodily Injury Liability</td>
<td>$200,000 per person</td>
</tr>
<tr>
<td>Property Damage Liability</td>
<td>$500,000 per occurrence</td>
</tr>
<tr>
<td>Comprehensive General Liability</td>
<td>$20,000 per occurrence</td>
</tr>
<tr>
<td><strong>Workmen's Compensation and Employers Liability</strong></td>
<td></td>
</tr>
<tr>
<td>Bodily Injury Liability</td>
<td>$500,000 per occurrence</td>
</tr>
<tr>
<td>Workman's Comp &amp; Occupational Disease</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

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

H-4. REQUIREMENT FOR INDEMNIFICATION APPROVAL – INTERNATIONAL

Notwithstanding the inclusion of FAR 52.250-1 and the clause entitled Definition of Unusually Hazardous Risk in
Section I, indemnification will apply to performance under this contract only after Under Secretary of Defense for Acquisition, Technology and Logistics approval and after the Contractor is notified by the CO that the Commander USTRANSCOM is implementing indemnification for a specific mission or missions.

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

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

H-6. RESPONSIBILITY FOR GOVERNMENT CARGO

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

b. The Government hereby relieves the Contractor of liability for loss of, or damage to, any and all Government cargo transported by the Contractor in performance of this contract with the exception of the requirement set forth below in paragraph H-6(c), also excepting such loss, destruction and damage resulting from the willful misconduct or lack of good faith of any of the Contractor's managerial personnel, as defined in the contract clause 52.245-1, Government Property, and as outlined in Attachment 1 PWS, Section 1, paragraphs 1.3.12. and 1.3.12.1.

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

H-7. COLLECTIVE BARGAINING UNITS

a. The Contractor agrees to advise the applicable Collective Bargaining Units of the contract requirements set forth in the PWS.

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

H-8. LEGAL DOCUMENTS

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

H-9. SUBMISSION OF DATA OTHER THAN CERTIFIED COST OR PRICING DATA – INTERNATIONAL

To allow USTRANSCOM to conduct the ratemaking process, Contractors are required under this contract to submit data other than certified cost or pricing data information necessary to establish and negotiate the uniform rate. Contractors are required to submit data other than certified cost and pricing data NLT 60 days after requested by USTRANSCOM/TCAQ-P. Contractors are required to submit complete copies of leases if requested by TCAQ-P. Refer to Attachment 11, FY13-17 Memorandum of Understanding, to obtain the current threshold for the requirement to submit data other than certified cost and pricing data for ratemaking under this contract.
Requirements for submission of data other than certified cost and pricing data are addressed in FAR 15.403-3, entitled “Requiring Data Other Than Certified Cost or Pricing Data.” Failure to provide accurate data other than certified cost and pricing data for use in ratemaking within the time specified by USTRANSCOM/TCAQ-P will result in a breach of this contract requirement and a reduction of such offerors’ entitlement for the purpose of awarding business in the forecast year. Mobilization point entitlement in the Craf contact may be reduced at a rate of one percentage point per day late, up to a maximum reduction of 30 percent, as a result of the late submission of the required cost and pricing data. Failure to submit the required data other than certified cost and pricing data by the final cutoff dates for inclusion in the uniform rate, as established by USTRANSCOM, may result in ineligibility for award of an FY17 Craf International contract.

H-10. Craf Activation Accounting

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

H-11. Provisional Payment of Equitable Adjustments

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

H-12. Invited Contractor or Technical Representative Status Under U.S. - Republic of Korea (ROK)

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

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


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

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

“Commander, United States Forces Korea (COMUSK),” means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).
"USFK, Assistant Chief of Staff, Acquisition Management (USFK/FKAQ)," means the principal staff office to USFK for all acquisition matters and administrator of the U.S.–ROK SOFA as applied to U.S. and Third Country Contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

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

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

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

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

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

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

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

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

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

(j) Except for Contractor air crews flying Air Mobility Command missions, all U.S. Contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

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

(1) Completion or termination of the contract.
(2) Determination that the Contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the Contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

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

(i) Support.

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

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

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

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

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

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

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

(2) Treaties and international agreements;

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

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, prostitution and human trafficking and curfew restrictions (i.e. “off-limits”).

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

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

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

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

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

(p) Next of kin notification and personnel recovery.

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

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

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

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

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

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

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

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

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

H-14. DEFICIT TRAFFIC – INTERNATIONAL

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

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

   ROUTE: KNKT-(PANC)-(RJTY)-RODN-(RJTY)-(PANC)-KNKT
   MILES: 16,020
   RATE: $.14 (round-trip passenger rate per seat mile)
   ACL: 190 seats
   Situation: Two seats were unavailable for use from Kadena AB (RODN) to Cherry Point MCAS (KNKT). The two-seat deficit is calculated as follows:

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

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

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

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

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

H-16. TRIP CANCELLATION – INTERNATIONAL

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

(1) A cancellation charge will be paid on missions where a schedule has been accepted and is subsequently canceled with notification given within the time frames outlined in Appendix A of the Rates and Rules. The cancellation charge will be applied to the trip price for the route segment only (ferry, stop charges, Eurocontrol surcharge or any other additional charges will not be included). Cancellation charges will not apply to missions terminated or canceled due to weather situations or threat of hostilities beyond the control of the Contractor or the Government.
(2) Missions awarded less than 14 days prior to the operating date and subsequently canceled will be paid the cancellation charge identified in the Rates and Rules.

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

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

b. No Cost Cancellations:

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

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

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

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

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

b. Awards will take into consideration factors serving the best interests of the Government and the Commander’s intent and the National Defense Authorization Act’s (NDAA) direction to utilize modern, fuel efficient aircraft to the maximum extent possible. Awards for expansion business will be allocated monthly based on entitlement calculated by dividing each Contractor’s mobilization value (MV) points by the total points of all entitled Contractors offering in a category. A Contractor must have aircraft committed to CRAF in a category in order to receive entitlement/business in that category. For example, in order for a Contractor to be entitled to business in the Large Passenger category, it must have aircraft committed to CRAF in that category. New Contractors committing aircraft to the CRAF after the closing of the Request for Proposal (RFP) may offer as an individual Contractor, as a new TA or as an addition to an existing TA. A Contractor who submits an offer after RFP closing and is awarded a contract is considered a non-entitled Contractor. The Contractor will be considered for expansion business only if no acceptable offers are received from entitled Contractors. If more than one non-entitled Contractor offers on an expansion requirement, award will be made to the Contractor who has committed the most aircraft in wide body equivalents to the CRAF. The CO will attempt to make awards commensurate to every Contractor's entitlement each month, however, the Government is not obligated to ensure individual contractors meet or exceed their entitlement each month. Expansion entitlement not received in one month may not be carried over to a future month. The Government is not obligated to ensure individual Contractors meet or exceed their entitlement.

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

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

**a.** The Government may have requirements for outsized cargo services (as described in Attachment 1- PWS, Section 1, paragraphs 1.3.17 and 1.3.17.1) or service into areas where the operations of US-certificated carriers are restricted. These requirements include airlift services not currently available directly from U.S. certificated Contractors due to the absence of U.S. certificated aircraft with the requisite capacity. With the express approval of the contracting officer, the Contractor may perform these services by subcontracting to a foreign Contractor. The foreign Contractor must be DoD-approved pursuant to 32 CFR 861 prior to contract award (paragraph L-9(b)(11)). Any CRAF carrier sponsoring a foreign air carrier to provide air transportation services for the DoD, must first audit that carrier to a standard equivalent to the FAA code share program. Audit results will be provided to the Commercial Airlift Division of HQ AMC for review prior to beginning the DoD air carrier survey process.

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

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

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

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

1. Contractor agrees to perform service into the following locations (additional locations may be added as required):
   a. OAKN – Kandahar (Cargo only)
   b. OAZJ – Camp Bastion (Cargo only)

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

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

3. If only one offer is received, the price will be determined fair and reasonable IAW FAR 15.404-1 prior to award.

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

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

1. Entitlement
2. USTRANSCOM Negotiated Uniform Rates and Rules.
3. Reimbursables listed in SLINs 0001AA/1001AA and 0001AB/1001AB.
4. Paragraph G-4c concerning ferry certification.
5. Cancellation fees as defined in paragraph H-16, Trip Cancellation.

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

H-19. CONTRACTS TO BE PERFORMED IN JAPAN

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

H-20. SOFA ARTICLE XIV STATUS

(a) Awardee may apply for Article XIV status under the United States – Japan Status of Forces Agreement (SOFA). Persons, including corporations organized under the laws of the United States, and their employees who are ordinarily resident in the United States and whose presence in Japan is solely for the purpose of executing contracts with the United States for the benefit of the United States armed forces may acquire privileged status under SOFA Article XIV. Such Contractors and Contractor employees are eligible for agency privileges and benefits under the SOFA but otherwise remain subject to the laws and regulations of Japan. Neither SOFA Article XIV nor SOFA Article I(b) status and privileges extend to dependents of SOFA Article XIV Contractors or Contractor employees.

(b) Procedures

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H-21. SOFA ARTICLE I(b) STATUS

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

(1) United States nationals,

(2) not ordinarily resident in Japan,

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

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

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

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

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

(2) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX,
(3) Acceptance as valid by Japan, without a driving test or fee, a U.S. Forces, Japan Operator’s Permit for Civilian Vehicle as provided for in SOFA Article X. Issuance of such permit shall be subject to applicable military regulation;

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

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

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

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

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

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

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

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

H-22. LOGISTIC SUPPORT IN JAPAN

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

(a) Navy, Base or Post Exchange, including exchange service stations, theaters, and commissary (Article I(b) personnel/dependents and Article XIV personnel only);

(b) Laundry and dry cleaning on a fee for service basis;

(c) Military banking facilities (Article I(b) personnel/dependents and Article XIV personnel only);

(d) Transient billeting facilities on a reimbursable basis;

(e) Open mess (club) membership, as determined by each respective club (Article I(b) personnel/dependents and Article XIV personnel only);
(f) Casualty assistance (mortuary services) on a reimbursable basis;

(g) Routine medical care on a reimbursable basis for U.S. citizens and emergency medical care on a reimbursable basis for non-U.S. citizens;

(h) Dental care (limited to relief of emergencies) on a reimbursable basis;

(i) Department of Defense Dependent Schools on a space-available and tuition-paying basis;

(j) Postal support, as authorized by military postal regulations (Article I(b) personnel/dependents and Article XIV personnel only);

(k) Local recreation services on a space-available basis;

(l) Issuance of U.S. Forces, Japan Operator’s Permit (Article I(b) personnel/dependents and Article XIV personnel only);

(m) Issuance of vehicle license plates (Article I(b) personnel/dependents and Article XIV personnel only).

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

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

(i) Comply with pronouncements of the Uniform System of Accounts (USAR) reported to Department of Transportation (DOT) IAW 14 Code of Federal Regulations (CFR) 241; USTRANSCOM ratemaking procedures contained in carrier cost package instructions; and USTRANSCOM Roundtrip (S1)/One-way (S2) monthly mileage fuel reports and

(ii) Are consistent with the Contractor’s written and established practices for measuring, assigning and allocating costs.

H-24. ASSURED BUSINESS

Department of Defense (DoD) CRAF Assured Business Authority as Described in the FY2009 National Defense Authorization Act (NDAA): USTRANSCOM has not implemented Assured Business on this contract. However, USTRANSCOM does have the authority to implement assured business if necessary. If implemented, awards for assured business will be allocated based on entitlement calculated by dividing each Contractor's mobilization value (MV) points by the total points of all entitled Contractors offering in the passenger and cargo category.

H-25. REIMBURSABLE SUBMISSION

Requests for reimbursables under SLINs 0001AA/1001AA and 0001AB/1001AB will be rounded to the nearest whole dollar and submitted to the contracting officer for review and approval as stated below. All requests shall be direct costs excluding any indirect charges such as G&A and profit.

a. Transportation Tax; Head Tax; Custom Charges will be requested through Wide Area Work Flow based on actual charges as outlined in 19 USC 58c; Immigration Charges as outlined in 8 USC 1356(d); Animal and Plant Health Inspection Service Fee as outlined in 7 CFR Part 354 (passenger fee only), and Federal Inspection Station Fee. Review and approval by the contracting officer will be based on Government acceptance of actual passenger head counts as verified in GDSS.

b. Demurrage will be paid on completed cargo missions when departure is delayed over 3 hours beyond scheduled block time and the delay is Government controlled (See paragraph F-4). Evaluation of request will be determined based on Contractor submitted and Government validation of actual mission details and
circumstances as documented in GDSS and COR reports. Payment of delays of fractions of an hour will be calculated using normal rounding procedures, i.e., 29 minutes or less will be dropped, 30 minutes or more will be rounded to the next whole hour. Payment will be made in accordance with the Rates and Rules.

c. Other costs (i.e. extraordinary insurance cost, excess baggage, Government directed care of passengers during non-controllable delays, etc.) may be allowed as reimbursable, if determined appropriate and authorized by the Contracting Officer prior to the Contractor incurring the cost. Actual costs shall be submitted to the contracting officer for determination as allocable, allowable and reasonable IAW FAR Part 31.

d. Reliability Award Amount: Contractors that meet or exceed a 98% schedule reliability rate based upon a rolling four-month period will be entitled to a one percent (1%) award amount based on previous month's performance/revenues.

e. Fuel adjustments made under CLIN 0001AB/1001AB will be submitted and approved in accordance with Attachment 1,PWS, Appendix 3, paragraph A3.13 and TRANSARS Clause 5552.216-9001, Economic Price Adjustment Based on Actual Cost of Fuel – Airlift (Feb 2009) Alt. II (Feb 2009).

f. In the event of (1) Domestic CRAF Activation or (2) a canceled Domestic activated CRAF scheduled flight after the Contractor’s aircraft has departed to position or has already positioned for a scheduled flight when notice of cancellation is given, the Government will pay the Contractor the positioning/depositioning cost as indicated under CLIN 0001/1001AD. Certification showing positioning and depositioning distances and locations shall accompany the Contractor’s invoices.

H-26. AWARDING DOOR TO DOOR AIRLIFT SERVICE

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

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

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

(2) If only one offer is received, award will be subject to the contracting officer’s determination of whether the price is fair and reasonable, IAW FAR 15.404-1.

c. Award of the mission will be made IAW the process outlined in para H-26(b)(1). Factors other than lowest total trip price used to determine the acceptability of an offer include timeliness of submission, type and weight capacity of aircraft offered, Contractor reliability and violation status, and date of availability.

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

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

   (1) Entitlement

   (2) USTRANSCOM Negotiated Uniform Rates and Rules.

   (3) Reimbursables listed in SLINs 0001AA/1001AA and 0001AB/1001AB.

   (4) Paragraph G-4c concerning ferry certification.

   (5) Cancellation fees as defined in paragraph H-16, Trip Cancellation.

   (6) Reliability.

   (7) Fuel adjustments

H-27. FAR/DFARS COST PRINCIPLES FOR RATEMAKING

   In establishing fair and reasonable rate of payments for airlift service in support of the resultant contract, including the fuel adjustments, the contract cost principles contained within FAR Part 31 and DFARS Part 231 will be followed, with the exception of where, because of the unique ratemaking requirements of the CRAF program, the ratemaking regulations, established in accordance with 10 U.S.C. 9511a(b), differ in regard to the application of the following provisions:

   (1) FAR 31.202, Direct Costs.

   (2) FAR 31.203, Indirect Costs.

   (3) FAR 31.205-6, Compensation for Personal Services, subparagraphs (g)(4), (j) and (k).

   (4) FAR 31.205-10, Cost of Money.

   (5) FAR 31.205-11, Depreciation, subparagraph (c).

   (6) FAR 31.205-18, Independent Research and Development and Bid and Proposal Costs.

   (7) FAR 31.205-19, Insurance and Indemnification, subparagraphs (c)(1) and (d)(1).

   (8) FAR 31.205-26, Material Costs, subparagraph (d).

   (9) FAR 31.205-40, Special Tooling and Special Test Equipment Costs.

   (10) FAR 31.205-41, Taxes, subparagraph (c).

   (11) DFARS 231.205-18, Independent Research and Development and Bid and Proposal Costs.
## PART II - CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

1-1. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be addressed electronically at: [http://farsite.hill.af.mil/](http://farsite.hill.af.mil/).

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52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT DEC 2010
52.222-41 SERVICE CONTRACT LABOR STANDARDS MAY 2014

NOTE: The applicable wage determinations are included as Attachment 5a and 5b.

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION OCT 2015
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52.232-25 PROMPT PAYMENT ALTERNATE I JUL 2013

Subparagraph (a)(3)(iv) is changed to read: Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed. (Note: For certain CLINS, as specified, in the contract, the Contractor shall round invoiced amounts to the nearest whole dollar amount).

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### I-2. DEFENSE BASE ACT WAIVER

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

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

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

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

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via [https://www.acquisition.gov](https://www.acquisition.gov).
(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments—

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

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor’s record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The Contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

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

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $3,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $4,000,000 (max single route value)

(2) Any order for a combination of items in excess of $50,000,000 (max task order amount) or
(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 Sep 167 (base year), after 30 Sep 18 (option year), or the contract extension period if the contract is extended in accordance with 52.217-8, or the period of CRAF activation plus 6 months if applicable.

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

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

I-7. FAR 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 within 30 days [insert the period of time within which the Contracting Officer may exercise the option], provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days [60 days unless a different number of days is inserted] 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 30 months. 2 years.
FAR 52.227-6 ROYALTY INFORMATION (APR 1984)

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

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

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

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

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

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

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<td>General Schedule: Co-Pilot</td>
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<td>General Schedule: Flight Dispatcher</td>
<td>GS-07 Step 1/$18.59 per hour</td>
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<td>General Schedule: Second Officer/Flight Engineer</td>
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FAR 52.222-50 – COMBATING TRAFFICKING IN PERSONS (MAR 2015) ALTERNATE I (MAR 2015)

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

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means--

(1) Threats of serious harm to or physical restraint against any person;
(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

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

Commercially available off-the-shelf (COTS) item means--

(1) Any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

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

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

Forced labor means knowingly providing or obtaining the labor or services of a person--

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause a person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.
Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not--

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees and agents of--

(i)(A) The United States Government's policy prohibiting trafficking in persons described in paragraph (b) of this clause; and

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

<table>
<thead>
<tr>
<th>Document Title</th>
<th>Document may be obtained from:</th>
<th>Applies to performance in/at:</th>
</tr>
</thead>
<tbody>
<tr>
<td>USFK Safety Information</td>
<td><a href="http://www.usfk.mil/usfk/off-limits">http://www.usfk.mil/usfk/off-limits</a></td>
<td>Korea</td>
</tr>
<tr>
<td>Japan Off-Limit Areas</td>
<td><a href="http://www.usfj.mil/LibertyPolicy.aspx">http://www.usfj.mil/LibertyPolicy.aspx</a></td>
<td>Japan</td>
</tr>
</tbody>
</table>

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

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

(d) Notification. (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of--

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

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

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

(2) Requiring the Contractor to terminate a subcontract;
(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(1) **Mitigating factors.** The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) **Aggravating factors.** The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) **Full cooperation.**

(1) The Contractor shall, at a minimum—

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not—

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.
(h) **Compliance plan.**

(1) This paragraph (h) applies to any portion of the contract that—

(i) is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) has an estimated value that exceeds $500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—

(i) to the size and complexity of the contract; and

(ii) to the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) **Minimum requirements.** The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at [http://www.state.gov/j/tip/](http://www.state.gov/j/tip/).

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) **Posting.**

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) **Certification.** Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—
(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds $500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

I-110. FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

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

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

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

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

Warning

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

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

I-124. FAR 52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984)

a. “Contractor's principal officials,” as used in this clause, means directors, officers, managers, superintendents, or other representatives supervising or directing--
(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(3) A separate and complete major industrial operation in connection with the performance of this contract.

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

(1) Claims (including reasonable expenses of litigation or settlement) by third persons (including employees of the Contractor) for death; personal injury; or loss of, damage to, or loss of use of property;

(2) Loss of, damage to, or loss of use of Contractor property, excluding loss of profit; and

(3) Loss of, damage to, or loss of use of Government property, excluding loss of profit.

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

(1) arises out of or results from a risk defined in this contract as unusually hazardous or nuclear and

(2) is not compensated for by insurance or otherwise.

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

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

(1) Government claims against the Contractor (other than those arising through subrogation); or

(2) Loss or damage affecting the Contractor's property.

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

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

g. The Contractor shall--

(1) Promptly notify the Contracting Officer of any claim or action against, or any loss by, the Contractor or any subcontractors that may be reasonably expected to involve indemnification under this clause;

(2) Immediately furnish to the Government copies of all pertinent papers the Contractor receives;
(3) Furnish evidence or proof of any claim, loss, or damage covered by this clause in the manner and form the Government requires; and

(4) Comply with the Government's directions and execute any authorizations required in connection with settlement or defense of claims or actions.

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

I-132. DFARS 252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from 1 Oct 2016 through 30 Sep 2017.

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

(c)

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

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

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

I-143. DEFINITION OF UNUSUALLY HAZARDOUS RISK

a. Definitions:

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

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

(3) "War risk" means risks of:

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

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

(c) Strikes, riots, civil commotions, or labor disturbances related to occurrences under subparagraph (1) above.
(d) Any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting there from is accidental or intentional, except for ransom or extortion demands.

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

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

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

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

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

c. Indemnification of risks involving the operation of aircraft, as discussed above, is limited to claims or losses arising out of events, acts, or omissions involving the operation of an aircraft for airlift services for a CRAFT mission, from the time that aircraft is withdrawn from the Contractor's regular operations (commercial, DoD, or other activity unrelated to airlift services for a CRAFT mission) until it is returned for regular operations. Indemnification with regard to other Contractor personnel or property utilized or services rendered in support of CRAFT missions is limited to claims or losses arising out of events, acts, or omissions occurring during the time the first prepositioning of personnel, supplies and equipment to support the first aircraft of the Contractor used for airlift services for a CRAFT mission is commenced until the timely removal, as determined by the Contracting Officer, of such personnel, supplies and equipment after the last such aircraft is returned for regular operations.

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

I-154. TRANSFARS 5552.204-9000 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP SECURITY AGREEMENTS (APRIL 2007)

This contract contains a DD Form 254, DoD Contract Security Classification Specification, and requires performance at a Government location in the U.S. or overseas. Prior to beginning operations involving classified information on an installation identified on the DD Form 254, the Contractor shall take the following actions:

(a) At least thirty days prior to beginning operations, notify the security police activity shown in the distribution block of the DD Form 254 as to:

   (1) The name, address, and telephone number of this contract company’s representative and designated alternate in the U.S. or overseas area, as appropriate;

   (2) The contract number and military contracting command;
(3) The highest classification category of defense information to which Contractor employees will have access which must coincide with the level of classification granted to the company and cage code located in the Joint Personnel Adjudication System (JPAS);

(4) The installations in the U.S. (in overseas areas, identify only the APO number(s)) where the contract work will be performed;

(5) The date Contractor operations will begin on base in the U.S. or in the overseas area;

(6) The estimated completion date of operations on base in the U.S. or in the overseas area; and,

(7) Any changes to information previously provided under this clause.

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

(1) Prior to beginning operations involving classified information on an installation identified on the DD Form 254 where the Contractor is not required to have a facility security clearance, the Contractor shall enter into a Visitor Group Security Agreement (or understanding) with the installation commander to ensure that the Contractor’s security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions that will be performed:

(2) By the installation for the Contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections under DoD 5220.22-M, classified mail services, security badges, visitor control, and investigating security incidents; and

(3) Jointly by the Contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

I-165. TRANSFARS 5552.216-9001 ECONOMIC PRICE ADJUSTMENT BASED ON ACTUAL COST OF FUEL – AIRLIFT (FEB 2009) ALT II (FEB 2009)

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

(a) Economic price adjustment (EPA) pursuant to this clause is limited to changes in the Contractor’s cost for fuel only.

(b) Allowable fuel adjustments will be made upward or downward only when the price of fuel varies by more than one cent per gallon from the pegged rate established in the Uniform Rates and Rules.

(1) When the average price per gallon paid by the Contractor is greater than the pegged price established in the Uniform Rates and Rules, the Government will reimburse the Contractor the difference between the price paid and the pegged price.

(2) When the average price per gallon paid by the Contractor is below the pegged price established in the Uniform Rates and Rules, the Contractor will reimburse the Government the difference between the price paid and the pegged price. Under these circumstances, the contracting officer will issue a demand letter and funds will be reimbursed as directed.

(c) The fuel adjustment process shall be in accordance with Attachment 1-PWS of this contract, Appendix 3.

I-176. TRANSFARS 5552.216-9003 USTRANSCOM TASK AND DELIVERY ORDER OMBUDSMAN (AUG 2015)
In accordance with FAR 16.505(b)(6), the individual identified below is designated as the USTRANSCOM Task and Delivery-Order Ombudsman. The ombudsman is an independent official designated to review Contractor complaints and to ensure Contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Consulting the ombudsman does not relieve the Contractor from performance requirements in the contract, nor alter or postpone any timelines for any other processes. Interested parties should first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. If resolution cannot be made by the contracting officer, concerned parties may contact:

Chief, Business Support and Policy Division
Email: transcom.scott.tcaq.mbx.ombudsman@mail.mil
Telephone Number: 618-220-7021 FAX: 618-220-6248

I-182. TRANSFARS 5552.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (APRIL 2007)

(a) In performing work under this contract on a Government installation, the Contractor shall:

(1) Comply with the specific health and safety requirements established by this contract;

(2) Comply with the health and safety rules of the Government installation that concern related activities not directly addressed in this contract;

(3) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of Contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and

(4) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(b) The contracting officer may, by written order, direct Air Force Occupational safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

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

I-198. TRANSFARS 5552.242-9000 COMMON ACCESS CARDS (CACs) FOR CONTRACTOR PERSONNEL (JUL 2014)

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

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

   (i) the unclassified environment; or

   (ii) the classified environment where authorized by governing security directives.

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

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

(1) Contractors shall provide a listing of their employees that will require a CAC to the contracting officer. The listing will contain the following information in order for a CAC application to be created in the Trusted Associate Sponsorship System (TASS): last, middle, and first names; Social Security Number (SSN) or Foreign Identification
The contracting officer will provide a copy of the list to the government representative in the local organization designated to authorize issuance of contractor CACs (i.e., Trusted Agent (TA)). The TA will then create a CAC application in the TASS. The TASS TA on this contract is USTRANSCOM Contract Airlift Office.

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

(3) If contractor employees will not require access to classified information, the contractor will submit a compiled list of names with biographical data to include SSN or FIN on each employee requiring a CAC. Upon verification by security office (name, e-mail, and phone number) __________________________, those names who do not meet the background investigation criteria for a CAC will be required to complete the Questionnaire for Non-Sensitive Positions (SF85), located at www.opm.gov/forms/pdf_fill/SF85.pdf, and submit fingerprint cards (FD-258) to (security office contact information above or as appropriate if different) __________________________ who will verify each employee and then forward the documents to the servicing Security Office __________________________. The questionnaires and fingerprint cards will be forwarded by the Security Office to the Office of Personnel Management (OPM) who will conduct a National Agency Check with written Inquiries (NACI) background investigation.

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

(5) If contractor employees will require access to classified information, the contractor’s company Facility Security Officer processes the Questionnaire for National Security Positions (SF86) and the fingerprint cards (FD-258) and submits them directly to the Personnel Security Management Office for Industry (PSMO-I). In this instance, before the TA approves the CAC application in TASS, the TA must verify that the background investigation, name, fingerprint, and criminal records check has been favorably adjudicated before the application for TASS can be processed.

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

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

(d) During the performance period of the contract, the contractor, or contractor employee as appropriate, shall:

(1) Within 7 working days of any changes to the listing of the contract personnel authorized a CAC, provide an updated listing to the contracting officer who will provide the updated listing to the TA (who will create new CAC applications or revoke those for employees no longer performing on the contract as appropriate);

(2) As part of security out-processing, or when no longer performing on the specific contract for which the CAC was approved, return their CAC to the TA or DEERS/RAPIDS site;

(3) Report lost or stolen CAC’s immediately to the TA, the USTRANSCOM Security Services Center, or to a designated USTRANSCOM representative.
(e) Within 7 working days following completion/termination of the contract, return all CACs issued to contractor employees to the TA.

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

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

I-2019. TRANSFARS 5552.247-9000 AIR SAFETY (APRIL 2007)

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

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

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

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

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

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

(d) Such suspension shall be accomplished pursuant to the Department of Defense Commercial Air Transportation Quality and Safety Review Program (32 CFR Part 861), which is hereby incorporated in this contract by reference, or any procedures that supersede same which may be adopted by the Commander (United States Transportation Command) from time to time. The suspension procedures, including the temporary nonuse, reinstatement and appeals processes, set out therein, are binding, final, and conclusive. No event shall suspension or temporary nonuse proceedings, regardless of outcome, give rise to any liability on the part of the Government.

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

I-210. TRANSFARS 5552.247-9001 REQUIREMENT FOR AUTHORIZATION TO ENGAGE IN AIR TRANSPORTATION (AUG 2007)

(a) This contract is conditioned upon the Contractor (if the Contractor is a team arrangement, applies to each team member) being an air carrier and holding a Certificate of Public Convenience and Necessity issued under Section
401 of the Federal Aviation Act (FAA of 1958, as amended), or otherwise authorized by the Department of Transportation (DOT) to engage in direct air transportation services, holding an Air Carrier's Operating Certificate issued by the FAA under Part 121 of the Federal Aviation Regulations (14 CFR 121) for airlift operated by the offeror, and participating in the CRAF, if applicable. Furthermore, the Contractor shall not be in a suspension or temporary nonuse status in accordance with clause 552.247-9000, "AIR SAFETY."

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

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

(2) Exercise the Government's rights under the clause 552.247-9002, "Contractor's Failure to Provide Service."

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

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

(c) If at any time an air carrier ceases operations or surrenders their operating certificate to the Federal Aviation Administration (FAA), the air carrier is required to immediately notify the Contracting Officer the next business day and the DoD Commercial Airlift Division at (618) 229-4801, as well as in writing to HQ AMC/A3B, 402 Scott Drive, Unit 3A1 Scott AFB IL 62225-5302, stating the circumstances for ceasing operations and/or surrendering their operating certificate.
(b) Substitute Service. This term, as used herein, applies to the substitution of an aircraft to replace contractor's aircraft, which is unable to proceed from the departure station or from any en route station short of destination in accordance with schedules established pursuant to this contract. If the contractor fails to make an aircraft available for departure within 16 hours subsequent to scheduled departure time for a passenger flight or a mixed flight from an originating station or an en route station, or within 4 hours of a scheduled departure time for a passenger flight or a mixed flight from an en route station where no holding facilities for passengers are available, or within 24 hours of a scheduled departure time for a cargo flight from either the originating station or an en route station, or for any flight within such lesser time as may be agreed to by the contractor's designee, the government may: (1) cancel the requirement for further movement of the defaulted flight; (2) require the contractor to transport the defaulted passengers or cargo by substitute service within such additional time as the contracting officer may allow; (3) acquire substitute service from commercial sources; or (4) reschedule the defaulted flight or transport the defaulted passengers or cargo, or any portion thereof, itself, on DOD owned and operated aircraft. The exercise of any of these options will be in accordance with the following:

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

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

(3) The government may purchase substitute service from commercial sources. This can be by a substitute commercial aircraft or by the purchase from commercial sources of sufficient space to transport by common carriage or otherwise, the number of passengers or amount of cargo involved in the defaulted flight. In either event, the substitute service shall be deducted from the government's guarantee and the contractor would be charged by the government, any amount that the government had to pay to commercial sources which is in excess of the contract price for the transportation of the passengers or cargo involved for the distance involved. (If this substitute service is obtained for only a portion of a trip as provided in the contract, the contract price will be prorated for the distance involved in determining the amount due to the government.) Contractor will not be paid any amount for the defaulted flight except that he will be paid at the USTRANSCOM negotiated uniform rate for that portion of the trip, if any, over which he did transport the passengers or cargo on the flight involved. The contractor shall provide all services normally provided in connection with flights operating under this contract. In the event the defaulted flight was to be performed between military bases and the government procures common carriage substitute service, the defaulting contractor shall be responsible for the transportation between the military bases and the commercial terminal.
(4) The government may, in its discretion, elect to either reschedule the defaulted flight to a later time within the performance period of the contract or may move these passengers and/or this cargo, or any portion thereof, itself, on DOD owned and operated aircraft. In this event, the number of passengers equal to the GACL for the flight involved, or the number of pounds of cargo to the GACL of the flight involved, or the number of miles for the flight involved will be subtracted from the government's guarantee and the contractor will be charged, by the government, the excess, if any, of the charge for this movement over the contract price. If this movement is utilized for only a portion of a trip as provided in the contract, the contract price will be prorated for the distance involved in determining the amount due the government. Contractor will not be paid any amount for transportation of the passengers or cargo of the defaulted flight except that he will be paid at the USTRANSCOM negotiated uniform rate for that portion of the trip, if any, over which he did transport said passengers or cargo in the flight involved.

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

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

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

(f) In the event the contractor fails to deliver any part of the GACL (pax or cargo) to manifested destination due to an accident, contractor will be paid at USTRANSCOM negotiated uniform rate only for that amount of pax or cargo delivered to manifested destination.
provided by the contractor must be of like type, must be configured in accordance with the applicable specifications, and must be approved by the contracting officer. In lieu of, or in addition to, providing the above substitute service, the contractor may, at his own expense, purchase the amount of space by common carriage or otherwise needed to transport the passengers or cargo from the defaulted flight. The contracting officer must approve purchase of such space. The government will pay the contractor the contract price for the services, irrespective of the amount the contractor pays for the space.

(3) Purchase substitute service from commercial sources. This may include use of substitute commercial aircraft or purchase of sufficient space to transport by common carriage or otherwise the passengers or cargo from the defaulted flight. In either event, the value of the service will be deducted from the contract minimum (if applicable). The contractor will not be paid for the defaulted flight but will be charged any amount in excess of the contract price that the government had to pay for the substitute service.

(4) Elect to either reschedule the defaulted flight to a later time or move the passengers and/or cargo, or any portion thereof, itself, on DOD owned and operated aircraft. In the latter event, the value of the service will be deducted from the contract minimum (if applicable). The contractor will not be paid for the defaulted flight but will be charged any amount in excess of the contract price that the government had to pay to transport the passengers and/or cargo.

I-243. LOSS OF USE SET RATE – INTERNATIONAL

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

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

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

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

\[
\text{utilization}^1 \times 500 \text{ mph} \times \text{ACL}^2 \times \text{adjusted USTRANSCOM uniform rate}^3 = \text{aircraft value per day}
\]

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

d. The Contractor shall notify the administrative Contracting Officer at USTRANSCOM/TCAQ-C of the loss,

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

\(^2\) USTRANSCOM allowable cabin load per Uniform Rates and Rules.

\(^3\) USTRANSCOM uniform rate less costs not incurred (e.g., fuel, maintenance) and less profit.
request payment, and provide pertinent information relating to the cause of loss. If the administrative Contracting Officer determines the loss qualifies for indemnification under paragraph I-11, the parties shall negotiate the payment terms. In the event the administrative Contracting Officer later determines the loss does not qualify for indemnification, then the Contractor shall refund the amount of overpayment to the Government on demand.

I-254. CJTSCC CLAUSE 5152.222-5900 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (MAR 2014)

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

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

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

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

(End of Clause)


(a) The contractor shall ensure the individuals they deploy are in compliance with the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy, including TAB A, Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR, unless a waiver is obtained in accordance with TAB C, CENTCOM Waiver Request. The current guidance is located at http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx.
(b) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit.

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

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

(e) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CTC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at a Role 3 military treatment facility (MTF) for emergency life-limb-eyesight care will be provided along with assistance for urgent patient movement. Subject to availability, an MTF may provide reimbursable treatment for emergency medical or dental services (e.g., broken bones, lacerations, broken teeth or lost fillings).

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

(g) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or patient movement rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website:

(End of Clause)

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

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

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

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

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

(c) Contractor employees may be ordered removed from the US Embassy, Chief of Mission sites, OSC-I sites, secure military installations or the theater of operations by order of the Chief of Mission (Iraq) or senior military commander of the battle space (Afghanistan) for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its Contractor employee.
(d) Contractor employees performing in Iraq or the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (MEJA) (18 U.S.C. Sec. 3261, et al), the Uniform Code of Military Justice (UCMJ) (10 U.S.C. Sec. 801, et al), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in Iraq or the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

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

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

I-28. CJTSCC CLAUSE 5152.225-5904 MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2014)
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) IA W DFARS 252.225-7995 or DFARS DoD class deviation 2014-O0018.

I-29. CJTSCC CLAUSE 5152.225-5907 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (JUN 2015)
(a) All contractor employees are required to be medically, dentally, and psychologically fit for deployment and performance of their contracted duties as outlined in the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.225-7995, Contractor Personnel Performing in the United States Central Command Area of Responsibility. This clause requires all contractor personnel to meet the theater specific medical qualifications established by the Geographic Combatant Commander before deploying to, being granted installation access, or performing work under the resultant contract. In the USCENTCOM Area of Operation (AOR), the required medical screening, immunizations, and vaccinations are specified in the current USCENTCOM individual Protection and Individual Unit Deployment Policy and DoD Instruction (DODI) 3020.41, Operational Contract Support (OCS).

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

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

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

(3) After arrival in the USCENTCOM AOR, all cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) Physician and/or TB Consultant within 24 hours. Contact tracing, and medical coding, have specific requirements. After consultation with the Theater PM or TB Consultant, the contractor or sub-contractor with suspected or confirmed TB are required to be evacuated to the closest civilian hospital for treatment. The employee, contractor/sub-contractor shall be transported out of theater following three (3) consecutive negative sputum smears.

(c) All employees, contractors and sub-contractors, involved in food service, water and/or ice production facilities must be pre-screened prior to deployment and re-screened annually for signs and symptoms of infectious diseases. This includes a stool sample test for ova and parasites. Additionally, all employees, contractors and sub-contractors, will have completed: (1) the full series of immunization for Typhoid and Hepatitis “A” (full series) immunizations per the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years); (2) the required TB tests; and (3) screening for Hepatitis B and C.

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

(End of Clause)
I-30. CJTSCC CLAUSE 5152.225-5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (JUN 2015)

The following is a summary of the type of support the Government will provide the contractor. Services will be provided to contractors at the same level as they are provided to military and DoD civilian personnel. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: [Contracting Officer must enter the names of the operating locations of the contractor that the requiring activity has properly coordinated with the respective Forward Operating Base (FOB) Mayor(s)]. When contractor employees are in transit, all checked blocks are considered authorized. NOTE: The services marked in this special clause must be consistent with information marked on the approved GFLSV form.

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*CAAF is defined as Contractors Authorized to Accompany Forces.

** Applies to US Embassy Life Support in Afghanistan only. See special note below regarding Embassy support.

*** Afghanistan Life Support. Due to the drawdown of base life support facilities throughout the country, standards will be lowering to an “expeditionary” environment. Expeditionary standards will be base specific, and may include down grading from permanent housing (b-huts, hardened buildings) to temporary tents or other facilities.
****Check the “DFAC” AND “Government Furnished Meals” boxes if the contractor will have access to the DFAC at no cost. “Government Furnished Meals” (GFM) is defined as meals at no cost to the contractor (e.g., MREs, or meals at the DFAC. If GFM is checked, “DFAC” must also be checked. Due to drawdown efforts, DFACS may not be operational. Hot meals may drop from three per day to one or none per day. MREs may be substituted for DFAC-provided meals; however, contractors will receive the same meal standards as provided to military and DoD civilian personnel.

*****Military Banking indicates “approved use of military finance offices to either obtain an Eagle Cash Card or cash checks.

******Authorized Weapon indicates this is a private security contract requirement and contractor employees, upon approval, will be authorized to carry a weapon. If the service is NOT a private security contract, the checking of this box does NOT authorize weapons for self-defense without the approval of the USFOR-A Commander in accordance with USFOR-A policy. After award, the contractor may request arming for self-defense off a U.S. installation to the Contracting Officer’s Representative and in CAAMS.

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

SPECIAL NOTE ON MILAIR – MILAIR is allowed for the transportation of DoD contractor personnel (US, TCN, LN) as required by their contract and as approved in writing by the Contracting Officer or Contracting Officer Representative. Transportation is also allowed for contractor equipment required to perform the contract when that equipment travels with the contractor employee (e.g., special radio test equipment, when the contractor is responsible for radio testing or repair)

(End of Clause)

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

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

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

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

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person’s identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individuals Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.
(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOA’s, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of DFARS clause 252.225-7997 entitled “Contractor Demobilization”. Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

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

Contract Number
Contract Description & Location
Company Name

Reporting party:
Name
Phone number
e-mail address

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

Incident:
Description
Location
Date and time

Other Pertinent Information

(End of Clause)

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

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

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

(1) Rolling Stock (RS): All equipment with wheels or tracks that is self-propelled, or is un-powered and can be towed by a vehicle on a roadway. Also includes standard trailer mounted equipment such as generators, water purification equipment, and other support equipment with permanent wheels. Specific examples of RS include Wheeled Armored Vehicles (WAVS), Mine-Resistant Ambush-Protected (MRAP) family of vehicles (FOVS), and Highly Mobile Multipurpose Wheeled Vehicles (HMMWVS).
(2) Non Rolling Stock (RNRS): All equipment that is not classified as Rolling Stock. Includes equipment
that is not trailer mounted or originally designed to be driven or towed over a roadway.

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

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

(End of Clause)
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS AND EXHIBITS

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PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K-1. FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(1) The North American Industry classification System (NAICS) code for this acquisition is 481212 (Cargo) and 481211 (Passenger).

(2) The small business size standard is 1500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

- (i) Paragraph (d) applies.
- (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and
(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans’ Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $79,507, the provision with its Alternate II applies.

(D) If the acquisition value is $79,507 or more but is less than $100,000, the provision with its Alternate III applies.
(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

___ (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.
Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

K-2. FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) Definitions. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than $10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

   (i) In a criminal proceeding, a conviction.

   (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

   (iii) In an administrative proceeding, a finding of fault and liability that results in—

          (A) The payment of a monetary fine or penalty of $5,000 or more; or
(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

K-3. DFARS 252.203-7998 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS. (DEVIATION 2016-O0003) (OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53), and any subsequent FY2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 1130235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

K-4. DFARS 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEVIATION 2016-O0001) (OCT 2015)

(a) Definitions. As used in this provision—

“Controlled technical information,” “covered contractor information system,” and “covered defense information” are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016- O0001)(OCT 2015).

(b) The security requirements required by contract clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-O0001)(OCT 2015) shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) If the Offeror anticipates that additional time will be necessary to implement derived security requirement 3.5.3 “Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts” within National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations
(see http://dx.doi.org/10.6028/NIST.SP.800-171), the Offeror shall notify the Contracting Officer that they will implement the requirement within 9 months of contract award.

(d) If the Offeror proposes to deviate from any of the security requirements in NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(1) Why a particular security requirement is not applicable; or
(2) How an alternative, but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(e) An authorized representative of the DoD CIO will approve or disapprove offeror requests to deviate from NIST SP 800-171 requirements in writing prior to contract

(End of provision)

K-4. DFARS 252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74) none of the funds made available with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administration remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

K-5. DFARS 252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. “Covered DoD official” is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

K-6. DFARS 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:
(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus—Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.171. Applies to solicitations with a value expected to exceed the simplified acquisition threshold

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities—Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.229-7012, Tax Exemptions (Italy)—Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

__ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

__ (ii) 252.225-7000, Buy American—Balance of Payments Program Certificate.

__ (iii) 252.225-7020, Trade Agreements Certificate.

__ Use with Alternate I.

__ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

__ (v) 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate.

__ Use with Alternate I.

__ Use with Alternate II.
___ Use with Alternate III.
___ Use with Alternate IV.
___ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at [https://www.acquisition.gov/](https://www.acquisition.gov/). After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<table>
<thead>
<tr>
<th>FAR/DFARS Provision #</th>
<th>Title</th>
<th>Date</th>
<th>Change</th>
</tr>
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

K-7. LOSS OF USE – INTERNATIONAL

The offeror, by checking the applicable box,

( ) elects to seek actual damages for loss of use under paragraph I-10, FAR 52.250-1.

( ) accepts the Loss of Use Set Rate described in paragraph I-23, Loss of Use Set Rate.

K-8. MINIMUM OFFER ACCEPTANCE PERIOD

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 150 calendar days.

(d) In the space provided immediately below, offerors may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: ______ calendar days.

(e) An offer allowing less than the Government's minimum acceptance period may be rejected.

(f) The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if that offer is
accepted within:

(1) The acceptance period stated in paragraph K-58(c) or;
(2) any longer acceptance period stated in paragraph K-58(d).

K-9. USE OF FOOD AND WATER

Offeror represents that they will:

a. Use only food and water requirements that meet Environmental Protection Agency (EPA) Safe Drinking Water Act (SDWA), primary (2002 CFR Title 40, Volume 24, Part 141, Sections 141.11 & 141.13141.15 and 141.60 – 141.66) and secondary (2002 CFR Title 40, Volume 24, Part 143, Section 143.3) regulations.

b. Use only known, secure, state or locally licensed or permitted sources for all food and water.

c. Use only food and water purchased OCONUS from a Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement. (see http://phc.amedd.army.mil/TOPICS/FOODWATER/CA/Pages/DoDApprovedFoodSources.aspx).

d. Include in purchase and shipping contracts a requirement that suppliers and transporters practice appropriate food security measures.

e. Inspect incoming food and water packaging, labeling, and inspect for signs of tampering.

f. Require transportation companies to conduct background checks on drivers and other employees with access to delivered food and water.

g. Require locked and sealed delivery vehicles and containers, and require seal numbers to be identified on shipping documents.
INTERNATIONAL ONLY
NOTICE OF USE
OF
MOBILIZATION VALUE POINTS (MVPs)

I ____________________________________(Name), ________________________________(Title), for
_______________________________(Flyer) hereby provide notice that on _____________(Date),
_______________________________(Seller) has authorized ____________________________(Flyer) the use of
MVPs for the following aircraft in obtaining entitlement for the FY17/FY18 International CRAF contract. The
aircraft from which the MVPs were derived are as follows:

<table>
<thead>
<tr>
<th>AIRCRAFT</th>
<th>TAIL NUMBER</th>
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I further represent that:

(1) Except as specified in the contract, the use of these points is irrevocable and is for the entire period of the
FY16/FY18 contract to include any option exercised for peacetime business (except in the event of CRAF
activation, when MVPs will revert to the Seller for the entire period of the activation).

(2) ___________________(Flyer) is committing its own aircraft to the CRAF Program in the minimum amounts
required to be a CRAF Contractor and is otherwise eligible to participate in these contracts. (Currently the
minimum amount required to be a CRAF Contractor is 40 percent of a Contractor's passenger or cargo fleet in wide-
body equivalents. A Contractor operating both cargo and passenger aircraft must commit the minimum from each
type of aircraft.)

(3) ______________________ (Flyer) hereby certifies that Seller, and its affiliates, agents and Contractors, are not
charging or will otherwise receive a commission, bonus, benefit, fee, charge or any other type of consideration as
compensation for the transfer of mobilization value points greater than 5% of the Government payments actually
generated by the MVP points transferred.

FLYER________________________________
SIGNATURE _________________________________
TITLE _____________________________________
DATE OF EXECUTION _______________________
INTERNATIONAL ONLY
NOTICE OF TRANSFER
OF
MOBILIZATION VALUE POINTS (MVPs)

I, ____________________________________________(Name, title) hereby provide notice that ___________________________(Seller) has committed __________(number) aircraft to the CRAF Program for FY16 and has on ___________________(Date) received confirmation from USTRANSCOM/TCAQ-C of ______(To be completed at time of award.) mobilization value points for said commitment. I further represent that:

1. The following MVPs identified by the aircraft number, to which they pertain have been transferred to ____________________________(Flyer) for their exclusive use in obtaining entitlement under the FY17/FY18 Long-Range Entitlement contract(s) administered by USTRANSCOM;

   AIRCRAFT
   TAIL NUMBER

2. The transfer of said points is irrevocable for the entire period of the FY17/FY18 contract to include any option exercise for peacetime business (except in the event of CRAF activation, when MVPs will revert to the Seller for the entire period of the activation);

3. The purpose of this transfer is for the purpose stated herein and in no way affects ____________________________(Seller’s) responsibilities or commitments under the CRAF contract with the Government; and

4. ____________________________(Seller) hereby certifies that Seller, and its affiliates, agents and Contractors, are not charging or will otherwise receive a commission, bonus, benefit, fee, charge or any other type of consideration in return for the transfer of mobilization value points to the Flyer greater than 5% of the Government payments actually generated by the MVP points transferred.

5. The transfer has been approved by the appropriate authorities of ____________________________(Seller).

SELLER

SIGNATURE

TITLE

DATE OF EXECUTION

* In the event that aircraft MVPs are transferred to more than one carrier, a separate notice must be submitted for each.
STATEMENT OF LEASE CONFORMANCE

I, _______________________, attorney for _________________________, have examined the leasing agreement dated ___________ for Aircraft Manufacturing Number ____________, Serial Number ___________________, by and between __________________________________________, for the period of _______________________________. An examination of the leasing agreement reveals no provision which would permit another air carrier to simultaneously claim CRAF credit for this same aircraft under the terms of this lease. Said leasing agreement provides the following:

1. The subject aircraft is U.S. registered and is to remain so during the lease;
2. That _______________________________________ (Offeror) has exclusive control of the aircraft for the entire period of the contract, including the period for the 6-month option;
3. That _____________________________________________ (Offeror) may transfer possession of the aircraft to the Government during period of CRAF activation;
4. That the lessor will accept Government indemnification in lieu of FAA Chapter 443 non-premium insurance during a “CRAF mission” and that, in such a situation, the failure to have FAA Chapter 443 non-premium war risk insurance during “CRAF mission” is not an event of default;
5. That there is no limitation on the geographic area in which the aircraft can be operated during a CRAF mission, as long as the Government provides FAA Non-Premium 443 war risk insurance or indemnifies the lessor for the aircraft subject to this lease.
6. That the lessor has no contractual right to default except for typical commercial breach provisions such as bankruptcy, failure to make payments within the prescribed timeframe, failure to maintain insurance, failure to return possession of aircraft by the required date, failure to take delivery of aircraft within prescribed timeframe, and except for other breach provisions described below:

7. That the leasing agreement includes a provision providing the lessee control of the aircraft in the event of a CRAF activation the entire period of the activation plus up to 6 months thereafter.

Firm _________________________
Name _________________________
Title _________________________
Date of Execution ______________

“CRAF Mission” is defined as the provision of airlift services under the contract resulting from this solicitation (1) ordered pursuant to authority available because of the activation of CRAF or (2) directed by Commander, Air Mobility Command or his successor for missions substantially similar to or in lieu of those ordered pursuant to formal CRAF activation.

* NOTE: In lieu of a separate statement for each aircraft lease, an attachment to the statement may be submitted, which lists the aircraft manufacturing number, serial number, agreement date, period of the lease, and the parties to the agreement, provided that the statement clearly and unequivocally applies to each one of the aircraft so listed and is properly executed.

This entire statement including all seven subparagraphs must be executed and is mandatory for all leasing agreements. If the alternative in paragraph 2 of the lease conformance statement is used, a signed copy of the following statement must be included:
STATEMENT OF OFFEROR REGARDING LEASE RENEWAL/PURCHASE

The lease on aircraft ________ expires __________. The offeror has, and intends to exercise on or before the expiration of the current lease, [a unilateral right to renew the lease under its existing terms][a unilateral right to purchase the aircraft].

The offeror recognizes and agrees that failure to [renew the lease on its existing terms on or before expiration][purchase the aircraft on or before expiration of the lease] will constitute Contractor failure to maintain control over the aircraft as required by Attachment 1, PWS, Section 4, Paragraph 4.1.

______________________________         _____________
Official Authorized to Bind Offeror      Date
PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L-1. The following provisions are incorporated by reference:

<table>
<thead>
<tr>
<th>FAR NUMBER</th>
<th>PROVISION TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.204-7</td>
<td>SYSTEM FOR AWARD MANAGEMENT</td>
<td>JUL 2013</td>
</tr>
<tr>
<td>52.215-1</td>
<td>INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION</td>
<td>JAN 2004</td>
</tr>
<tr>
<td></td>
<td>ALTERNATE I</td>
<td>OCT 1997</td>
</tr>
<tr>
<td>52.215-5</td>
<td>FACSIMILE PROPOSALS</td>
<td>OCT 1997</td>
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<tr>
<td>52.215-16</td>
<td>FACILITIES CAPITAL COST OF MONEY</td>
<td>JUN 2003</td>
</tr>
<tr>
<td>52.215-20</td>
<td>REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA</td>
<td>OCT 2010</td>
</tr>
<tr>
<td>52.222-24</td>
<td>PREAMWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION</td>
<td>FEB 1999</td>
</tr>
<tr>
<td>52.237-1</td>
<td>SITE VISIT</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.247-6</td>
<td>FINANCIAL STATEMENT</td>
<td>APR 1984</td>
</tr>
</tbody>
</table>

L-2. FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Fixed-Price with Economic Price Adjustment (EPA) and Award Fee Indefinite-Delivery Indefinite-Quantity (IDIQ)-type contract resulting from this solicitation.

L-3. FAR 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award multiple delivery order contracts or task order contracts for the same or similar supplies or services. The Government estimates awarding multiple nine contracts.

L-4. FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

USTRANSCOM/TCAQ-CP
ATTN: Gregory V. Hunt
508 Scott Dr., Scott AFB IL 62225.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-5. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at the following address: http://farsite.hill.af.mil/
L-6. INDEMNIFICATION REQUIREMENTS – INTERNATIONAL

In accordance with FAR 50.104-3, indemnification requests must include the following information:

(a) For the Contracting Officer to finalize the request to the Under Secretary of Defense for Acquisition, Technology, and Logistics to provide indemnification as set forth in the clause entitled "Indemnification Under Public Law 85-804 (APR 1984)" and the definition of Unusually Hazardous Risk (UHR) included in this solicitation, offerors must specifically make that request in their response to this solicitation. The following must accompany the request:

(1) A short statement indicating how they would be exposed to the UHR.

(2) Copies of all insurance coverage applicable to the UHR, including:

   (i) Names of insurance companies, policy numbers, and expiration dates;

   (ii) A description of the types of insurance provided (including the extent to which the offeror is self-insured or intends to self-insure), with emphasis on identifying the risks insured against and the coverage extended to persons or property, or both;

   (iii) Dollar limits per occurrence and annually, and any other limitation, for relevant segments of the total insurance coverage;

   (iv) Deductibles, if any, applicable to losses under the policies;

   (v) Any exclusions from coverage under such policies for UHR; and

   (vi) Applicable workers' compensation insurance coverage.

(3) The controlling or limiting factors for determining the amount of financial protection the Contractor provides and maintains, with information regarding the availability, cost, and terms of additional insurance or other forms of financial protection.

(4) Whether the offeror's insurance program has been approved or accepted by any Government agency; and whether the offeror has an indemnification agreement covering similar risks under any other Government program, and, if so, a brief description of any limitations.

(5) If the offeror is a division or subsidiary of a parent corporation, (1) a statement of any insurance coverage of the parent corporation that bears on the risks for which the offeror seeks indemnification and (2) a description of the precise legal relationship between parent and subsidiary or division.

(b) If the dollar value of the offeror's insurance coverage varies by 10 percent or more from that stated in your indemnification request submitted in accordance with the above paragraph, or if other significant changes in insurance coverage occur after submission and before approval, the offeror shall immediately submit to the contracting officer a brief description of the changes.

L-7. CONSIDERATION OF OFFERS

a. Offers may be made on one, multiple or all CLINs. The Government reserves the right to select for award any CLIN, all CLINS or combination of CLINS listed in this solicitation within the offeror's capability to perform.

b. One of the major objectives of this procurement is a contractual commitment of expansion airlift responsible to the Commander, USTRANSCOM, to meet substantially increased peacetime international requirements, should they occur, as well as increased capability available for periods of emergency (international and domestic). Each offeror submitting an offer shall indicate on Appendix 3A, the number of aircraft, by type and FAA registration number which it is making available for acceptance by the Government to meet the contractual conditions set forth
herein. In order to be considered for award of a contract under this solicitation and to receive peacetime business under contracts with a requirement for CRAF participation other than the Charter Airlift Services Contract, a carrier must offer a minimum of 40 percent (international capable carriers) or 15 percent (domestic-only capable carriers) of a Contractor's CRAF-capable fleet for assignment to Stages II and III in the appropriate segment, section, and element in the CRAF. For the International Long Range Section, carriers must offer a minimum of one aircraft for Stage I assignment. Carriers offering additional aircraft to Stage I will receive entitlement to available peacetime business under the Charter Airlift Services contract. International long-range carriers not offering additional aircraft to Stage I will be treated as "non-entitled Contractors" under the provisions of paragraph H-17.b. CRAF capability is determined by compliance with the technical requirements identified in Section M, paragraph M-3 and the possession requirements identified in paragraph L-9(c) and (d). Percentage of CRAF capable fleet in Percent are measured in terms of wide-body equivalents (WBEs). Contractors with both passenger and cargo operations must commit to both elements. Contractors with both long-range and short-range international capability must commit to the long-range international section. This commitment does not preclude a Contractor from also committing its short-range aircraft in the short-range section to receive short-range entitlement. Contractors eligible for the international segment cannot offer commitment capable aircraft to the domestic services section. Wide-body equivalents (WBEs) may be satisfied by either one plane or a combination of planes.

(1) Mobilization Value (MV) Terms

(i) "Allowable Cabin Load" (ACL) is the weight of cargo, in short-tons, or the number of passengers at 400 pounds per passenger an aircraft can carry. This is also known as payload.

(ii) "Base Aircraft" is defined as the capability to transport 0.170469 Million Ton Miles of cargo or 0.71029 Million Passenger Miles of personnel.

(iii) "Base Cargo Aircraft ACL" is calculated by dividing 180,000 pounds (the average maximum total cargo weight the base aircraft can carry a minimum distance of 3,500 NM) by 2,000 pounds (the weight in one short-ton). The result, 90 short-tons, is multiplied by 87 percent (the average percent of cargo actually carried on commercial aircraft during contingencies), resulting in 78 short-tons.

(iv) "Base Passenger Aircraft ACL" is calculated by dividing 130,000 pounds (the average maximum total passenger weight the base aircraft can carry a minimum distance of 3,500 NM) by a war planning passenger weight of 400 pounds (including full battle dress, duffel bag, etc.). The result is 325 passengers.

(v) "Block Speed" is the calculated average true airspeed of an aircraft, in knots, from block-out to block-in.

(vi) "Productive Utilization Rate (PUR)" is the actual rate at which an aircraft is fully productive. The minimum daily utilization rate of 10 hours per day required for acceptance into CRAF is multiplied by the AMC airlift productivity factor resulting in a productive utilization rate. For all current types of operations, the productivity factor is 0.47, resulting in a PUR of 4.7 hours.

(vii) "Productive Payload" is defined as 75 percent of the maximum payload the aircraft is designed to carry.

(viii) "Productive Payload Range (PPR)" is, for aircraft assigned to the long-range section, the actual range that an aircraft can transport a productive payload

(ix) "Million Ton Mile" (MTM) or "Million Passenger Mile" (MPM) per day is the result of multiplying ACL times Block Speed times Productive Utilization Rate divided by one million. The base aircraft MTM=0.170469 of cargo and MPM=0.71029 of passengers.

(x) "Wide Body Equivalent (WBE)" is the capability of an aircraft in relationship to the Base Aircraft. This is computed by dividing the MTM or MPM of the aircraft by the MTM or MPM of the Base Aircraft.

c. Offers for more or less than the total number of trips specified on each Sec B SUBCLIN may be considered.
d. This solicitation also supports the Domestic Services Section of the National Segment of the CRAF. This section of the CRAF contract allows US air carriers with limited or no international authority to join the CRAF. Limited international authority is defined as possessing an Operations Specification Paragraph B050 allowing enroute operations limited to no more than the USA (inc. AK and HI), Canada, Mexico, Central America, the Gulf of Mexico, the Caribbean Sea/Islands, and Bermuda. US air carriers that are authorized to conduct operations beyond these limits will be assigned to the International Segment. US air carriers conducting operations solely within in the same geographic area as defined above will be assigned to the Domestic Services Section of the National Segment of CRAF. Final determination regarding a carrier’s assignment to the International or Domestic segment will be made by the CRAF Program Management Office (PMO) and is not subject to dispute.

L-8. HAND-CARRIED PROPOSALS

Offerors who wish to hand carry proposals should allow ample time to deliver their proposals to the Contracting Officer (Bldg. 1900W, 1st Floor). All visitors must obtain a pass to enter the base and must be escorted to Building 1900W. Some delays can be anticipated. Any proposal received after the designated time will be processed under FAR provision 52.215-1, Instructions to Offerors—Competitive Acquisitions.

L-9. PROPOSAL PREPARATION REQUIREMENTS

(a) Proposal Content and Format. A complete response to this solicitation shall consist of the items indicated below.

(1) **Hard Copy Proposals:** All offerors shall submit the original offer in paper form that conforms to the requirements in subparagraph (i) below. No additional paper copies are required.

   (i) **Format:** All original proposals shall be submitted in a three ring loose leaf binderbound in a loose leaf format (no requirement for specific binding type) that shall lie flat when open. Staples or paper clips shall not be used. All pages shall be printed double-sided. Each section of the proposal shall be tabbed, clearly identifying each section of the proposal.

   (2) **Electronic Proposals:** In addition to the original hard copy proposal, offerors shall submit a complete electronic copy of their proposal, which includes all signatures as required on the original hard copy proposal. Electronic copies may be submitted on a disc with the original hard copy proposal or may be submitted via AMRDEC Safe Access File Exchange (SAFE) website at https://safe.amrdec.army.mil/SAFE/ where the file can be uploaded and accessed with a one-time use key generated via email. No other file sharing websites are permitted on government computers.

(b) Proposal package shall include the following completed documents as applicable:

   (1) **Cover Letter.** The cover letter shall include the following information:

      (i) The solicitation number;

      (ii) The name, address, and telephone and facsimile numbers of the offeror (and e-mail address if available);

      (iii) Acknowledgement of solicitation amendments (if not previously acknowledged on SF33 or SF30);

      (iv) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item. Offerors that fail to furnish required representations or information, or reject the terms and conditions of the solicitation, may be excluded from consideration;

      (v) Names, titles, and telephone and facsimile numbers (and e-mail addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation;
(vi) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office; and

(vii) Copy of SAM registration, to include Offerors Cage Code and DUNS Number. Teams shall register in SAM under the team name.

(viii) For Pilots and Flight Attendants operating under a CBA provide name of CBA, award date and expiration date. When requested by the CO, offerors will provide a copy of the CBA (H-7 b).

(2) SF 33, Solicitation, Offer, and Award.

(3) Part I - The Schedule, Section B offer.

(4) Notice of use of Mobilization Value Points as applicable in paragraph L-10.

(5) Insurance Endorsement in accordance with paragraphs H-1, H-2 and H-3. Insurance effective date should correspond with contract performance periods, where possible. For insurance periods that don’t correspond, note the 7 working day submission requirements for the updated insurance documentation, and the mobilization point entitlement reduction identified at Attachment 1-PWS, Appendix 3, paragraph A3.11 entitled Civil Aircraft Landing Permit.

(6) Part IV – Representations and Certifications, Section K.

(7) Request for indemnification under Public Law 85-804 (See paragraph L-6 and Attachment 7). (International only) Domestic only – provide proof of commercial war risk insurance.

(8) The offeror shall submit their List of Aircraft (Appendix 3A) in an Adobe Acrobat (pdf) or Microsoft Word document version no earlier than Word 2000 (v.9.0) on a compact disk (CD). In addition to the list of aircraft the following documents are also required:

   a. Daily maintenance snapshot showing the current status of the entire fleet (dated within 7 days of submission; and

   b. Rolling 3-quarter maintenance plan/forecast covering the quarter of change and the next two future quarters (3 quarters total).

(9) Offerors volunteering additional aircraft above the minimum required as specified in Section M, Para 4(c)(1)(i) to Stage I must identify the additional aircraft in writing on company letterhead and must accompany Appendix 3A.

(10) CRAF Aircraft Revalidation, Basic, and Performance Data Sheets (Data Sheets 81, 82, and 83, respectively, Attachments 8a, 8b, and 8c) and associated Certified Flight Plan (CFP), as follows:

   a. For aircraft that were successfully submitted to the previous solicitation, offerors should complete the CRAF Aircraft Revalidation Data Sheet 81, listing all aircraft with identical type, performance capability and equipment, including new aircraft tail numbers of equivalent capability, on one sheet.

   b. For aircraft that were not part of the previous year’s submission nor equivalent to aircraft in previous year’s submission, or aircraft that have received physical modifications affecting inherent performance capabilities or benefit from newly purchased enhanced performance data, the CRAF Aircraft Basic and Performance Data Sheets 82 and 83, as well as a CFP, must be prepared for each model and series aircraft committed to the CRAF. Carriers that have been granted new operations specification paragraphs that impact demonstrable aircraft performance may also elect to submit new Data Sheets 82/83. An example of this would be the addition of paragraph B044, Planned Redispacth or Rerelease Enroute. In this case, a written explanation of the specific performance improvement must also be included.
c. For all submissions, offerors shall submit the appropriate data sheets, completed in accordance with the instructions in Attachment 8, in a pdf or Microsoft Excel document on the same CD as the Appendix 3A and will be of the version posted with this solicitation or newer. Offeror shall submit the CFP on the same CD in pdf format.

(11) If an offeror is not presently listed on the DoD list of approved Contractors, a copy of AMC Form 207, Department of Defense (DoD) Statement of Intent (Attachment 6) must be submitted in its proposal package. Additionally, prior to contract award the Contractor will be processed for a facility clearance (FCL) IAW Attachment 1, PWS Section 4, paragraph 4.2.2 and employees may be processed for a personnel clearance (PCL) IAW Attachment 1, PWS, Section 4, paragraph 4.2.3.

(12) Offerors shall submit their preference as to distribution of their entitlement among the SubCLINs. This preference does not guarantee the business requested, but does establish a base for negotiations.

(13) Small Business Subcontracting Plan (Applicable to other than Small Businesses). A Subcontracting Plan for small business concerns shall be submitted as required by FAR 52.219-9. In order to meet this requirement each individual offeror, not in a teaming arrangement, may submit their commercial subcontracting plan as defined in FAR 52.219-9 paragraph (g). Team Arrangements are required to submit an Individual subcontracting plan for this acquisition only. The Subcontracting Plan is required as part of initial proposal submission from all offerors, other than small business concerns, intending to perform peacetime fixed or expansion business. (See Section J, Attachment 15, Small Business Subcontracting Plan Template).

(14) International offerors may be required to submit cost and pricing data in support of CLINS other than those priced at the USTRANSCOM Uniform Negotiated Rate (See Section B).

(15) Fuel Purchase Agreement. If an offeror desires to purchase fuel on credit from the Defense Energy Support Center, a copy of the Fuel Purchase Agreement with accompanying Tax Exemption certificate (Attachment 9) must be completed.

(16) If an offeror is not presently performing under an international Charter Airlift Services Contract, a copy of the current Memorandum of Understanding regarding the ratemaking process.

(17) Cyber Security. The offeror shall identify NIST Special Publication 800-53, Security and Privacy Controls for Federal Information Systems and Organizations standard identified in Attachment 14, DFARS 252-204-7012, Safeguarding Unclassified Controlled Technical Information, that they do not intend to implement. Specifically, the offeror shall explain how the required security control identified in the table at Attachment 14 is not applicable, or DFARS 252-204-7012 is not applicable, or how an alternative control or protective measure is used to achieve equivalent protections.

(c) The aircraft listed in Appendix 3A to this Solicitation must be of United States registry, suitable for CRAF allocation and must be subject to the Contractor's control as of the date of its offer. Refer to Section M-4, paragraph c, “Assignment of Aircraft” and Attachment 1-PWS paragraph 4.1, for specific control of aircraft requirements.

(1) The aircraft listed on Appendix 3A must be exclusive of those the offeror has committed to other contracts for air transportation that overlap the effective dates of this contract. Outside contracts to which an aircraft has been committed must document precedence of the CRAF contract and be made available upon request to the Contracting Officer.

(2) After the solicitation is closed, carriers may only offer additional aircraft as replacements for aircraft removed from the CRAF fleet, either their own aircraft or a team member’s aircraft. Those aircraft shall be added to the Appendix 3A and mobilization value (MV) points will be recalculated by the Government 90 days prior to the option year and issued via modification. The revised points will be apply toward the option year Expansion business only. In the case where a team is unable to replace their own lost capacity, the CRAF PMO will determine a suitable source for the replacement aircraft.

(3) New contractors committing aircraft to the CRAF after the closing of the Request for Proposal (RFP) will be limited to one aircraft mandatorily assigned to Stages I, II and III for the International Long-Range segment and
one aircraft mandatorily assigned to Stages II and III for the International Short-Range and Domestic-only segments, as appropriate. In addition, MV points will not be earned in the International Long-Range, Short-Range, and Domestic-only segments, and will not earn MV points.

(d) Offeror must demonstrate by evidence of ownership, lease arrangements or lease purchase agreements that the aircraft identified by FAA registration number under Appendix 3A (or any replacement aircraft satisfactory to the Air Force) are, as of the date of this offer, subject to its control and that the duration of this control is sufficient to cover the term of the commitment. (See Section F, paragraph F-1.a.). Proof of aircraft control (lease arrangements or lease purchase agreements) will be furnished if requested by the Contracting Officer. Control of aircraft will not be considered satisfactory if the lease or lease purchase agreement merely grants the right to the lessee to use subject to termination at will by the lessor or lessee. However, leases or agreements may be subject to cancellation and withdrawal of the aircraft if the lessee willfully breaches or fails to make rental or purchase payments, but in such case the lessee shall give notice in writing to the Contracting Officer no later than two (2) working days from receipt of cancellation notification or withdrawal of aircraft. Contractor shall submit with his offer a Statement of Offeror's Counsel dated as of the offer submission date in accordance with Statement of Lease Conformance and Statement of Offeror Regarding Lease Renewal/Purchase.

(e) Contractor Team Arrangement Agreements. The term Contractor Team Arrangement as used in this contract includes any and all permissible team arrangements identified in the Federal Acquisition Regulation and supplements thereto. Any teaming arrangements proposed for fulfillment of the requirements of this contract are subject to approval by the Government. All teaming arrangements must be documented and defined in a teaming arrangement agreement or similar document that defines the roles, responsibilities, and relationships of the parties thereto. All agreements shall be signed by all parties thereto. Contractor Team Arrangement Agreements must be submitted to USTRANSCOM/TCAQ-CP with their proposal submissions. Agreements submitted beyond such date may be reason for Contractor Team Arrangement non-approval. To be approved, a Contractor Team Arrangement must demonstrate a benefit to the Civil Reserve Air Fleet (CRAF) capability. The Contractor Team Arrangement shall be incorporated into the contract upon award. The following items are required to be evident in any Contractor Team Arrangement agreement submitted for CRAF participation:

1. One designated and authorized party to represent and bind the Contractor Team Arrangement in its dealings with the Government. This party shall submit and negotiate offers on basic and expansion for all members of the Contractor team arrangement. This includes, but is not limited to, scheduling and agreement on all scheduled missions. In addition, primary team representatives may designate individual carrier representatives to negotiate reroutes and expansion business and to sign modifications affecting reroutes or expansion business. Proposals that are part of a teaming arrangement shall be submitted as a single entity.

2. The term of the agreement shall correspond to the contract terms and period. This means the entire period of the contract plus six (6) months and the entire period of any CRAF activation plus up to six (6) months thereafter.

3. The agreement should evidence the commitment of aircraft by tail number for the entire periods stated in subparagraph (2) above.

4. Shall include a provision that a flyer will not be required to pay a commission* associated with their mission revenues** with a value in excess of 5% of the Government payments actually received by the Flyer from the fixed or expansion buy missions (less euro-control) awarded. Commissions paid back to team members will not exceed the total cumulative amount paid into the team through commissions.

The team arrangement agreement shall include a provision that any team member may seek legal and/or equitable relief in the courts to enforce the 5% limitation or otherwise specify how the parties may enforce the agreement. On a quarterly basis, the team arrangement lead shall provide a commission rate report to reflect commission revenues paid/received per Appendix 3, paragraph A3.15; such reports shall be due not later than the 15th business day following each January 1, April 1, July 1 and October 1. Such reports shall be treated by USTRANSCOM as commercial and financial information.

*Commission: fee, bonus, administrative fee, overhead fee or any other type or combination of consideration.
Revenue: Mission price less euro-control, Government fees, taxes, and customs that are reimbursable per the contract.

(5) The agreement shall not have any terms contrary to the terms of the contract.

(6) Agreements entered into between offerors in response to the solicitation shall evidence joint and several liability as to schedule reliability requirements as set forth in Attachment 1, PWS, Section 2, paragraph 2.1, committed CRAF capability as set forth in Attachment 1; PWS Section 4, paragraph 4.1.2 and Appendix 3A; and performance of missions and other contract services to include reprocurement costs for failure to provide service as specified in paragraphs I-21 and I-22 and in the event of bankruptcy or loss of aircraft for other reasons. The agreement must specifically state team members are jointly and severally liable to replace any aircraft another team member removes (or is removed by USTRANSCOM) or fails to maintain control of for any reason, that impacts its aircraft commitment to the CRAF program. Agreements may specifically identify exclusions from joint liability of other debts or obligations of a member by the other members. With the exception of schedule reliability, agreements reflecting individual carrier liability replacing joint liability at trip departure time are acceptable.

(7) The agreement shall evidence a Unity of Purpose between the parties.

(8) Certificates signed by each corporate secretary certifying the corporations are authorized to enter into a Contractor Team Arrangement agreement.

Other Information. Offerors shall provide such other available information as the Contracting Officer may request, such as complete copies of leases, information regarding actions taken by the offeror to increase its commercial air transportation revenues, data demonstrating the success it has achieved in this regard, and labor-management agreements or employment agreements to indicate the extent to which it has been successful in consummating “No Work Stoppage” agreements.

L-10. USE OR TRANSFER OF MOBILIZATION VALUE POINTS – INTERNATIONAL

(a) Mobilization points will be calculated as defined in paragraph M-5. Contractors may elect to use mobilization value points (MVPs) transferred from another carrier. Contractors must adhere to paragraphs (b) and (c) below.

(b) Contractors that are using MVPs transferred from another carrier, as identified in Appendix 3A, must themselves be qualified to participate in the CRAF Program and eligible to earn MVPs by committing their own aircraft to satisfy mandated minimum levels (i.e. at least 40 percent of their passenger and/or cargo fleets in wide body equivalents), and, if International Long-Range capable, offer more than one aircraft for Stage I assignment. Contractors operating both cargo and passenger aircraft must satisfy the requirements of each category.) The Contractor shall submit a NOTICE OF USE (Section K). The use of MVPs is solely for the Flyer to increase its total MVPs for determining peacetime fixed and expansion business award eligibility. MVPs must be transferred for the entire contract period, including any peacetime option exercises. Transferred MVPs cannot be redistributed during the contract period. In the event of CRAF activation, the MVPs will revert to the Seller for the entire period of the activation.

(c) Contractors that are qualified to participate in the CRAF Program and eligible to earn MVP are permitted to transfer those MVPs to another CRAF carrier eligible for peacetime business, with or without joining a team. This transfer is limited to the use of the points, and in no way affects the Seller’s commitment to CRAF of all the aircraft identified on Appendix 3A and its other contractual obligations. The transfer must be reflected in a NOTICE OF TRANSFER OF MVPs (Section K) and provided to the Contracting Officer. The transfer must be irrevocable for the entire period to include any option exercised during peacetime. In the event of CRAF activation, the MVPs will revert to the Seller for the entire period of the activation.

(d) The Seller (or their affiliates, agents or Contractors) will not require the transfer of a commission, fee, bonus, benefit, administrative fee, overhead charge or any other type or combination or consideration associated with the use of their MVPs the value of which is in excess of 5% (less euro-control) of the Government payments
actually received by the Flyer from the U.S. Government for each individual fixed or expansion mission operated by the Flyer that is based in any part upon the MVP entitlement of the Seller.
PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION M - EVALUATION FACTORS FOR AWARD

M-1. BASIS OF AWARD

The Government intends to award multiple contracts for one, multiple, or all CLINs under this solicitation. Awards will be made to all eligible offerors in accordance with the evaluation criteria specified in this section. Only one contract may be awarded per contractor or team arrangement. Offerors must meet the following conditions to be eligible for award:

(a) The proposal must comply in all material respects with the requirements of law, regulation and conditions set forth in the solicitation.

(b) The offeror must be determined responsible according to the standards in FAR 9.104. The offeror may be contacted by the Government for purposes of determining the offeror's financial ability to perform. Current financial statements and other data pertinent to this request should be made available at that time. Financial ability to perform will be considered by the Contracting Officer in determining the responsibility of the offeror for purposes of award. Offerors who fail to submit requested financial data will not be considered for award.

(c) The offeror must be Department of Defense (DoD) approved as addressed in paragraph M-2 below. The DoD Commercial Airlift Division may visit the offeror's facility to evaluate the offeror's technical ability to perform. The team will unilaterally schedule the visit. Evaluation of technical ability will be based on DoD Commercial Air Transportation Quality and Safety Requirements (32 CFR 861, 29 Oct 02), as amended. Failure to make information available for evaluation may result in rejection of an offer. Accomplishment of the evaluation by the DoD Commercial Airlift Division is only part of the overall DoD evaluation process and should not be construed as an indication that an offeror will receive or is in the best position to receive the resultant award.

(d) The offeror must be determined to be technically acceptable as follows:

1. Offeror’s proposal must meet all PWS requirements
2. Offeror’s aircraft must be included on their current Operations Specification Paragraph D085 at the time of submission and meet aircraft selection criteria as addressed in paragraph M-3 below
3. Offeror must possess a FAR Part 121 certificate
4. For assignment to the international segment, offeror must possess Operations Specification Paragraph B050 authorizing en route operations beyond the geographic area comprised of the USA (inc. AK and HI), Canada, Mexico, Central America, the Gulf of Mexico, the Caribbean Sea/Islands, and Bermuda. All other carriers will be assigned to the national segment, domestic section.
5. Offeror must possess a Secret Facility Clearance issued by the Defense Security Service
6. Offeror must offer a minimum of 40 percent (international capable carriers) or 15 percent (domestic-only capable carriers) of a Contractor’s CRAF-capable fleet to Stages II and III in the appropriate segment, section, and element in the CRAF. For the International Long Range Section, carriers must offer a minimum of one aircraft for Stage I assignment. CRAF capability is determined by compliance with the technical requirements identified in paragraph M-3(b) and the possession requirements identified in paragraphs L-9(ce) and (gd). Percents are measured in terms of wide-body equivalents (WBEs). Contractors with both passenger and cargo operations must commit to both elements. Contractors with both long-range and short-range international capability must commit to the long-range international section. This commitment does not preclude a Contractor from also committing its short-range aircraft in the short-range section to receive short-range entitlement. Contractors eligible for the international segment cannot offer to the domestic services section.

(e) Small Business Subcontracting Plan (Applies to Large Business Only). To be rated acceptable, the offeror’s proposed Small Business Subcontracting Plan must meet all of the requirements in FAR 52.219-9 and provide sufficient detail to demonstrate how the offeror intends to meet the proposed contract Small Business subcontracting goals. The information contained in the proposed Small Business Subcontracting Plan must appear to be realistic based on the types of services to be subcontracted. Prior achievement of small business subcontracting goals or
other sources available to the Government may be considered to determine if proposed goals are realistic.

Applicable to other than small businesses. Offeror has submitted an acceptable Small Business Subcontract Plan meeting the requirements in FAR 52.219-9.

(f) Offeror has submitted the required Indemnification request IAW FAR 50.104-3, as applicable. Domestic segment offeror has submitted proof of commercial premium war risk insurance.

(g) Offeror has submitted a fuel purchase agreement as applicable.

(h) Offeror has submitted acceptable Contract Team Arrangement Agreements as applicable.

(i) Offeror has submitted the Memorandum of Understanding regarding rate making procedures. If an offeror is presently performing under an International CRAF contract, a copy of the Memorandum of Understanding regarding rate making is not needed.

(j) For any offeror-identified NIST standards that will not be implemented, the offeror has explained how the required security control identified in the table at Attachment 14 is not applicable, or how an alternative DFARS 252-204-7012, Safeguarding Unclassified Controlled Technical Information is not applicable, or how an alternative control or protective measure is used to achieve equivalent protections. The offeror’s explanation provides assurance that implementation of their information systems security without a specific control (or controls), or use of an equivalent control should be effective in protecting DoD information from unauthorized disclosure.

<table>
<thead>
<tr>
<th>RATING</th>
<th>DESCRIPTION</th>
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</thead>
<tbody>
<tr>
<td>Acceptable</td>
<td>Proposal clearly meets the minimum requirements of the solicitation</td>
</tr>
<tr>
<td>Unacceptable</td>
<td>Proposal does not clearly meet the minimum requirements of the solicitation.</td>
</tr>
</tbody>
</table>

Note: If any technical subfactor is rated as “Unacceptable” the overall technical rating will be “Unacceptable.” If all technical subfactors are rated as “Acceptable” the overall technical rating will be “Acceptable.” All technically unacceptable offers will not be considered for award.

(k) The Government will begin the Past Performance evaluation by determining the recency and relevancy of each offeror. Recency is defined as any work performed within the past three years from the date of issuance of the solicitation. The following relevancy ratings will be utilized in evaluating the relevancy of the offeror’s past performance. Only those references that are determined to be recent and relevant will be evaluated.

<table>
<thead>
<tr>
<th>RATING</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relevant</td>
<td>Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires</td>
</tr>
<tr>
<td>Not Relevant</td>
<td>Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.</td>
</tr>
</tbody>
</table>

(l) Finally, the Government will assign an overall Past Performance Information rating of Acceptable or Unacceptable to each offeror based upon the past performance information obtained by the Government through the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIIS), electronic Subcontract Reporting System (eSRS), other databases, interviews with Program Managers, Contracting Officer, Fee Determining Officials or any other source available to the Government.

<table>
<thead>
<tr>
<th>RATING</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acceptable</td>
<td>Based on the offeror’s performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror’s performance record is unknown. (See note below.)</td>
</tr>
<tr>
<td>Unacceptable</td>
<td>Based on the offeror’s performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required</td>
</tr>
</tbody>
</table>
Note: In the case of an offeror without a record or relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable".

M-2. DOD APPROVAL – AIR TRANSPORTATION

(a) An offeror must be a Department of Defense (DoD) approved air carrier—and not in a suspended or non-use status—to receive a contract award. The offeror’s DoD approval must be for service that is equivalent to the service described in this solicitation. To obtain DoD approval, the offeror must satisfy the obligations contained in the clause entitled “Air Safety” as well as the quality and safety requirements set forth in 32 CFR Part 861 “Department of Defense Commercial Air Transportation Quality and Safety Review Program.” DoD approval is a prerequisite for contract award irrespective of the form of air transportation service (passenger, combi, cargo, etc.) the Contractor would provide under a contract resulting from this solicitation.

(b) If an offeror is not currently a DoD approved air carrier, but otherwise appears eligible for award, the contracting officer will request an evaluation of the offeror for DoD approval. Once DoD approval is granted, the contracting officer will consider the offeror’s approved status along with the offeror’s ability to meet other solicitation requirements in determining eligibility for award. In particular, an offeror must satisfy the 32 CFR Part 861 requirements not later than the closing date of the Request for Proposal (RFP) for award of fixed business. To receive international expansion business or any domestic airlift business, the offeror must satisfy the requirements by time of award. (Note: An offeror may not receive an award if, in the contracting officer’s judgment, the time required to obtain DoD approval will cause an unacceptable delay in contract award.)

M-3. AIRCRAFT SELECTION CRITERIA

(a) GENERAL. Aircraft allocated to the CRAF are selected to meet DoD emergency airlift requirements. Therefore, each segment of the CRAF is equipped with aircraft that will fulfill the anticipated taskings. Aircraft categories for International service are identified in the Rates and Rules, Attachment A.

(b) CRITERIA. Aircraft selection criteria for each segment of CRAF is as follows:

(1) LONG RANGE INTERNATIONAL. Aircraft selected for allocation are long-range aircraft, capable of flying a minimum distance of 3,500 nautical miles non-stop, while carrying a productive payload (75 percent of the maximum payload it is capable of carrying). These aircraft are identified mainly for strategic airlift between the CONUS and overseas theaters of operation and must be equipped with navigation, communication, and life support systems/emergency equipment required for extended over-water operations in trans-oceanic airspace, and on international routes. Additionally, long-range aircraft must be equipped to operate in EUROCONTROL and North Atlantic Minimum Navigation Performance Specification airspace and possess the applicable very high frequency (VHF), secondary surveillance radar Mode-S, required navigation performance (RNP), and reduced vertical separation minimum (RVSM) communication and navigation capabilities.

(2) SHORT RANGE INTERNATIONAL. Aircraft selected for allocations are medium-range, narrowbody aircraft unable to meet the range requirements of the International Long Range Section. Acceptable aircraft will be capable of flying a minimum distance of 1,500 nautical miles non-stop while carrying a productive payload. These aircraft must be equipped for over-water operations and are used for strategic airlift from the continental US (CONUS) to short-range offshore destinations and for theater airlift within specific geographic areas. Other aircraft types may be considered for assignment given a compelling need by the government (i.e., a significant shortfall in meeting requirement(s)).

(3) DOMESTIC. For the domestic section, cargo aircraft selected for allocations are medium-range aircraft, capable of flying a minimum distance of 1,500 nautical miles non-stop, while carrying a minimum payload of 32,000 pounds; passenger aircraft selected for allocations are medium-range aircraft, capable of flying a
minimum distance of 1,500 nautical miles non-stop, while carrying a minimum of 75 passengers (each passenger planning weight is 400 pounds, equivalent to a 30,000 pound payload).

(4) All cargo aircraft, regardless of assigned Segment or Section, must be capable of accommodating 108" x 88" (standard military) 463L compatible pallets. However, upon the discretion of the PMO, aircraft not 463L pallet compatible may be acceptable for Craf assignment when there is a shortage of 463L compatible aircraft. Contractors possessing both 463L pallet compatible and non-compatible aircraft must offer all compatible aircraft ahead of non-compatible aircraft to fulfill the minimum offer requirement specified in paragraph M-1(d)(6). If there is a shortage of 463L compatible aircraft, Contractors possessing only non-compatible aircraft may be considered and will be required to offer the same minimum percentage of their aircraft.

M-4. DETERMINING WIDE-BODY EQUIVALENT VALUE OF CRAF AIRCRAFT AND CRAF ASSIGNMENT

a. Wide-body equivalence (WBE), which is representative of the performance capability of each CRAF aircraft, will be calculated by the CRAF PMO to three decimal places based on the following factors:

(1) WBE values will be calculated for all aircraft in the carriers' fleet that have been newly offered to CRAF using data obtained through contractor submission of the CRAF Aircraft Basic and Aircraft Performance Data Sheets (Data Sheets 82 and 83, respectively) and CFPs.

(2) Mobilization Value (MV) Points (MVP) will be allocated for certain aircraft in the International Segment based on the calculated WBE in the following manner:

(i) International Long-Range: Stage I and Stage II-assigned aircraft of carriers that have offered more than the one aircraft minimum for Stage I assignment will be allocated MVP.

(ii) International Short-Range: Stage II-assigned aircraft will be allocated MVP.

(3) WBE Calculation Procedures

(i) Identify the payload (PL) weight limit to be used for calculation - PL. This is the lesser of the following two values: (1) the weight limited payload as calculated on the CRAF Aircraft Basic Data Sheet; or (2) the payload weight at the required standard range as determined using the Range/Payload Graph on the CRAF Aircraft Performance Data Sheet.

(ii) Passenger Aircraft Calculations.

(a) Identify the number of company-standard seats from the CRAF Aircraft Basic Data Sheet.

(b) Divide the PL as determined in paragraph M-4(a)(3)(i) by 400 (the specified weight of a DoD combat passenger with personal gear), resulting in the maximum number of DoD passengers the aircraft can carry. The creditable number of passengers the aircraft can carry is the lesser of the number of company standard seats and the calculated passenger load capability.

(iii) Cargo Aircraft Calculations. Divide the PL as determined in paragraph M-4(3)(i) by 2,000 (the number of pounds in one short-ton), resulting in the number of short-tons the aircraft can carry. Multiply this result by 87 percent (the average percent of cargo actually carried on commercial aircraft during contingencies). This yields the payload used for further calculations.

(iv) Computing Average Block Speed (BS).

(a) Using data derived from the CFP supplied by the carrier, the CRAF Office will calculate the average true airspeed of an aircraft, from point of takeoff to the point of landing, for the standard distance its aircraft is contracted to fly (either 1,500 or 3,500 nautical miles).
(b) Using the average true airspeed, the CRAF office determines the amount of time it takes to fly the contracted distance, and then adds 20 minutes for block-out, taxi, and block-in.

(c) After 20 minutes has been added, the CRAF office recalculates the average true airspeed, the result of which becomes the average block speed.

(v) MV Formula.

\[
\frac{PL \times BS \times PUR}{1,000,000} = \text{MTM/day or MPM/day}
\]

\[
\text{Specific Aircraft MTM/day or MPM/day} = \text{Wide body Equivalent (WBE)}
\]

\[
\text{Base Aircraft MTM/day or MPM/day} = \text{Specific Aircraft WBE x 10 = MV points}
\]

(4) Examples of a 40 percent International and 15 percent Domestic CRAFT commitment:

(i) International Contractor A has a 61.36 WBE cargo fleet. Forty percent of 61.36 is equal to 24.544. Contractor A must commit enough aircraft to equal or exceed 24.544 WBE.

(ii) Domestic Contractor B has a 12.77 WBE passenger fleet. Fifteen percent of 12.77 is equal to 1.916. Contractor A must commit enough aircraft to equal or exceed 1.916 WBE.

b. Capability Requirements. Set forth below are the Joint Chiefs of Staff (JCS) airlift capability requirements in terms of million-ton-miles (MTM) and million-passenger-miles (MPM) and converted to wide-body equivalents (WBEs) for the three stages of CRAFT as described in Attachment 1, PWS, Appendix 5. The international long- and short-range passenger and cargo requirements are expressed in terms of wide-body equivalents for all stages. The domestic requirements are expressed in terms of individual aircraft. AMC will endeavor to meet these requirements in accordance with the criteria set forth below as close as practicable when accepting aircraft.

LONG-RANGE REQUIREMENTS

<table>
<thead>
<tr>
<th>Stage I</th>
<th>Stage II</th>
<th>Stage III</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cargo MTM/WBE</td>
<td>2.56 / 15</td>
<td>12.79 / 75</td>
</tr>
<tr>
<td>Passenger MPM/WBE</td>
<td>11.36 / 16</td>
<td>61.80 / 87</td>
</tr>
</tbody>
</table>

SHORT-RANGE REQUIREMENTS

<table>
<thead>
<tr>
<th>Stage II</th>
<th>Stage III</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cargo MTM/WBE</td>
<td>0.68 / 4</td>
</tr>
<tr>
<td>Passenger MPM/WBE</td>
<td>24.86 / 35</td>
</tr>
</tbody>
</table>

DOMESTIC REQUIREMENTS

<table>
<thead>
<tr>
<th>Stage II</th>
<th>Stage III</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cargo WBE Aircraft</td>
<td>15</td>
</tr>
<tr>
<td>Passenger WBE Aircraft</td>
<td>19</td>
</tr>
</tbody>
</table>

(1) Offer of Aircraft. When Contractors offer aircraft to CRAFT, they are agreeing to allow said aircraft to be assigned to CRAFT Stages II and III as deemed necessary by the CRAF PMO. They also agree that a minimum of one (1) aircraft, which the Contractor may nominate, will be assigned to CRAF Stage I. The Contractor may identify additional aircraft, by tail number or quantity/type, for possible Stage I assignment. Aircraft accepted into the program
will be assigned to the segment/section/element best matching the aircraft’s capabilities.

c. Assignment of Aircraft. After aircraft are offered and determined eligible for CRAF assignment, they are
assigned to the CRAF stages, completing segments, sections, and elements independently of each other, by the
CRAF PMO. When the total offered WBE exceeds the requirements specified in Para. M-4.b., assignments are
made to fulfill the requirements to as close to the specified level as is reasonably possible. Stage assignments are
final and not subject to dispute. The CRAF PMO reserves the right to assign aircraft, when necessary, to meet
CRAF requirements, to include maintaining an appropriate mix of aircraft types for all stages. This maximizes
CRAF planning and operational flexibility.

(1) International

(i) STAGE I. For the long-range international section of CRAF, a minimum of one (1) aircraft from each
Contractor, suitably equipped with required communication and navigation capabilities, and required life support
systems/emergency equipment required to operate in trans-oceanic airspace and on international routes, will be
assigned to Stage I. This aircraft will typically be the most capable aircraft, established by WBE or other characteristic
as determined by the PMO. The Contractor may nominate an aircraft for Stage I assignment for CRAF PMO
consideration. Contractors who desire additional aircraft assigned to Stage I, above the minimum as stated above,
must indicate so in writing, on company letterhead, identifying the additional aircraft by tail number or quantity/type,
they are offering for assignment. The statement must accompany Appendix 3A of their response to this solicitation.
After the minimum of one (1) aircraft from each Contractor has been assigned to Stage I, additional aircraft required to
fulfill the requirement will be selected only from those specifically offered to Stage I as described above. The PMO
will rank order the eligible carriers from highest WBE Stage I offer to lowest. The PMO will then select additional
aircraft from those offered for Stage I assignment, alternating among the Contractors in the rank-ordered sequence in a
“bricklaying” process, selecting the most capable remaining aircraft from each carrier. This process will continue until
the requirement has been fulfilled or the available pool has been exhausted. Maximum flexibility is required in CRAF
planning; therefore, in long-range international segment aircraft assignment considerations, Stage I passenger section
should have a minimum of 80 percent wide body aircraft and Stage I cargo a minimum of 60 percent wide body
aircraft. In order to limit the overreliance on any single carrier, the PMO retains the right to apply a cap to the amount
of the Stage I requirement that any one carrier can fulfill. The cap will be determined by the contracting officer based
on the best interests of the Government.

(ii) STAGE II. The long-range international section of Stage II will be filled first by all aircraft in Stage I,
and the remainder of Stage II will be filled utilizing a “bricklaying” process similar to that described in long-range
Stage I above, but based on each carrier’s total aircraft offer. Stage II short-range international section will be filled
utilizing procedures similar to those above, with a minimum of one (1) aircraft assigned from each carrier. There is no
“volunteerism” structure supporting short-range international.

(iii) STAGE III: The international section (long and short-range) of Stage III will be filled first by all
aircraft in Stages I and II, as appropriate. The remainder of Stage III will be filled by aircraft selected from those
aircraft not yet stage assigned utilizing the “bricklaying” process previously described. Stage III will be filled to
approximately 105% of the requirement specified in paragraph M-4.b. Aircraft assigned only to Stage III will not
receive MV points.

(iv) New Contractors committing aircraft to the CRAF after the closing of the Request for Proposal (RFP)
will be limited to one (1) aircraft mandatorily assigned to Stages I, II and III, as appropriate, and will not earn MV
points.

(2). Domestic: The domestic section is an important part of the CRAF program capabilities and is designed to
meet substantially increased aircraft requirements during periods of emergency. Each offeror submitting an offer
shall indicate on Appendix 3A the number of aircraft, by type and FAA registration number, which it is making
available for acceptance by the Government to meet the contractual conditions set forth herein. In order to be
considered for award, a minimum of 15 percent of a carrier’s capable aircraft must be committed to the Domestic
Services Section of the National Segment of CRAF. However, there will be a cap of the number of aircraft allowed
in CRAF, based on 120% of the requirement as stated in paragraph M-4.b. For example, for the domestic passenger
requirement of 30 aircraft, the number accepted into the program would be 36. New entrants will be allowed to
enter the program during the year, and stage assignments for all domestic carriers will be adjusted as required to maintain specified levels. Outlined below is the formula for calculating each carrier’s contribution to CRAF.

(i) Step one is to determine the percent of each carrier’s offer in relationship to all domestic aircraft offered. Example: Carrier “A” offers 35 aircraft. The total number of aircraft offered by all participating carriers is 58. Carrier A’s 35 aircraft divided by 58 total aircraft equals 60.34%, which is Carrier A’s percent of the total.

(ii) Step two is to multiply the total number of passenger aircraft allowed in the CRAF (36) by each carrier’s percent of the total number of aircraft offered.

Example: The total number of aircraft allowed (36) multiplied by 60.34% (Carrier A’s percent of the total number of 58 aircraft offered) equals 21.72 aircraft. Therefore, allowing for whole number of aircraft, the DoD will assign only 22 of carrier A’s aircraft to the CRAF.

(3) The following conditions will apply to acceptance of aircraft:

   (i) Aircraft failing to meet the control of aircraft requirements listed in Attachment 1, PWS, Section 4, Paragraph 4.1 will not be accepted into the CRAF program or will be removed from the CRAF program if the aircraft meet these criteria during the contract period. This includes completed aircraft that have not been actually delivered to the offeror and placed in active daily utilization. The carrier is responsible to notify the CO immediately when (1) an aircraft is placed in storage and reaches a status such that it cannot be returned to mission capable status within 24 hours, (2) when an aircraft is projected to be or has been taken out of service for maintenance, repair and overhaul (MRO) or modification exceeding 90 consecutive calendar days, or (3) when an aircraft has not been airborne under its own power for 90 consecutive calendar days.

   (ii) Eligible leased aircraft may have a lower acceptance priority in meeting the Stage I and II requirements. Aircraft wet leased to other U.S. Contractors with International Airlift contracts will be considered for mobilization base acceptance from the lessor only if the leases contain recapture provisions satisfactory to USTRANSCOM and AMC enabling the offering Contractor to recover the aircraft in a timely manner consistent with the contract requirements in the event of CRAF activation. Aircraft wet leased to other U.S. Contractors with International Airlift contracts will not be considered for AMC mobilization base acceptance from the lessee. Aircraft dry leased to other U.S. Contractors with International Airlift contracts will be considered for mobilization base acceptance from the lessee only if the lease does all of the following:

   (a) Gives the lessee exclusive control of the aircraft:

   (b) Provides that the leasing agreement includes a provision providing the lessee control of the aircraft in the event of a CRAF activation the entire period of the activation plus up to six (6) months thereafter.

   (c) Specifies that the lessor shall not offer the aircraft for AMC mobilization base acceptance for any contract year during the life of the lease that the aircraft is being offered by the lessee.

   (d) Provides that the lease must extend for the entire contract period including the six (6) month option.

   (iii) Aircraft dry leased from a foreign Contractor without a recapture clause and bearing U.S. registration may be considered for mobilization base acceptance if the lease gives the lessee exclusive control of the aircraft. Also, the lease must provide that if CRAF is activated during the period of the lease, then the lease shall be extended for so long as the CRAF is activated plus up to six (6) months thereafter.

   (iv) Aircraft wet leased to foreign Contractors may be given full MV credit for such aircraft to the lessor only if the lease contains recapture provisions satisfactory to enable the offering carrier to recover the aircraft in the event of CRAF activation. The wet leases must be submitted to USTRANSCOM/TCAQ-C for review and approval at least 10 working days prior to submission of proposals for each contract period.

   (v) Aircraft dry leased or wet leased without recapture provisions are not eligible for acceptance into the
CRAF.

d. Mobilization Value Point (MVP) Bonuses: For international long-range carriers meeting the identified prerequisites, MVP is earned on aircraft assigned to Stage I and Stage II based on the relative value of aircraft compared to a base aircraft as defined in paragraph L-7(b)(1). Bonuses are computed as outlined below:

(1) Eligible long-range international assigned aircraft will receive additional range/payload MVP credit relative to each aircraft’s capability to transport 75% of the maximum ACL beyond the minimum distance of 3,500 NMs, referred to as Productive Payload Range (PPR). Capability is determined by using aircraft performance data provided by the carrier and the aircraft manufacturer. Bonus results are determined by the CRAF PMO and all calculations are final. Range/payload bonus formula is as follows:

\[ \text{MV Points} \times (\text{PPR} - 3500) \times 0.00013334 \]

(2) Cargo and passenger aircraft offered and accepted for International Long-Range Passenger or Cargo Stage I will receive four (4) times MVP credit after any, and all, bonuses have been applied.

(3) Cargo and passenger aircraft offered and accepted for Stage II will receive one point five (1.5) times MVP credit after any, and all, bonuses have been applied.

(4) Cargo and passenger aircraft offered and accepted for Stage III will not receive MVP credit.

(5) International Long-Range Flyer Bonus Computation:

   (i) Designed to reward carriers that perform peacetime business for USTRANSCOM and AMC.

   (ii) Carrier will receive an MV bonus based upon the number of long-range passenger, cargo, and combi missions performed during the 12-months prior to the month the RFP closed period 1 July 14 through 30 June 15. For example, if the RFP close date is 21 May 16, the 12-month period would 01 Mar 15 through 30 Apr 16. TCAQ-C will utilize the reliability mission counts. Bonus will be determined as follows: legacy aircraft will not receive a MV flyer bonus. Legacy and charter Modern aircraft will receive an MV flyer bonus of 0.30 times the number of long-range missions. The Combi will receive a MV flyer bonus of 0.15 times the number of long-range missions. International long-range legacy aircraft are considered to be the following: DC-8, DC-10, and B747-100/200/300 series aircraft. The factor will be added to the carrier’s baseline MV to determine the carrier’s final MV points.

M-5. DETERMINING INTERNATIONAL AWARD ENTITLEMENT FOR THE MINIMUM GUARANTEE (FIXED AWARD)

a. Long-range and short-range mobilization points will be computed separately. Missions less than 2,350 nautical miles will be awarded as short-range entitlement with the following exceptions. Short-range missions requiring long-range aircraft will be awarded using long-range entitlement. Long-range missions requiring short-range aircraft will be awarded using short-range entitlement.

   b. Negotiations will take into consideration factors serving the best interests of the Government and the Commander’s intent to utilize modern, fuel efficient aircraft to the maximum extent possible while still meeting the Contractor’s entitlement to maintain CRAF readiness through modern, fuel efficient aircraft. Several examples: Contractors offering to perform USTRANSCOM peacetime business only during off peak commercial seasons (i.e., passenger services only between September through May), offering only on specific routes considered to be prime business, or offering only on one-way routes, may not be awarded business or may only be awarded a portion of such business. The Government will evaluate eligible offerors in accordance with the Evaluation of Offerors for Minimum Guarantee (Fixed Buy) segment of this section. If two Contractors offer modern, fuel efficient aircraft on the same date, award will be based on entitlement. Legacy aircraft will be considered if modern, fuel efficient aircraft are not available.

   c. Each offeror's total entitlement will be computed by adding its total mobilization points for long-range or total mobilization points for short-range and/or flyer bonus. An offeror's mobilization points will be prorated by category
multiplying the percent of business in each category by a Contractor's total points. Award percentages are established based upon each Contractor's category total divided by the category grand total. A Contractor must have aircraft committed to CRAF in a category in order to receive entitlement/business in that category. For example, in order for a Contractor to be entitled to business in the Large Passenger category, it must have aircraft committed to CRAF in that category. The percentages are then used to establish the category entitlement dollars. Aircraft offered for fixed award missions must meet the minimum ACL requirements as solicited for CLINS as defined in Section B.

d. Award Process

(1) After allocating aircraft to the appropriate international CRAF stages and calculating total MVPs for all offerors, USTRANSCOM will determine each offeror’s “entitlement” to the various categories of airlift business (i.e., medium cargo (45 – 51 tons), medium passenger (190 – 260 seats), large I MFE cargo (100 tons), large I cargo (90-100 tons), large II cargo (>51 – < 90 tons) and large passenger (280 – 400 seats). An offeror may participate in one or more categories depending on their aircraft capability. The following steps would be used to assess the entitlement percentages and allocate the appropriate fixed buy requirements:

(2) The first step is to determine the total mobility value points available in each category and assess the points associated with each carrier in those categories. Once the overall points are assessed, the applicable level of business is calculated by dividing the overall points in that category by the points per carrier. In the following example Carrier A would receive 25% of the business in the applicable category.

Carrier A: 2000 points = 25%
Carrier B: 3000 points = 37.5%
Carrier C: 3000 points = 37.5%

(3) The next step in the process would be to determine the overall value of the required airlift to be flown in the fixed buy. In the following example $100M in a category (i.e., large passenger) will be divided based on the level of entitlement as described above.

Sample Large Passenger Category level: $100M

Carrier A: $25M (25% of the large passenger level)
Carrier B: $37.5M (37.5% of the large passenger level)
Carrier C: $37.5M (37.5% of the large passenger level)

(4) This process is consistently repeated for each category of airlift business to determine each offeror’s entitlement. The same entitlement percentages are also used to award expansion business. For teaming arrangements, entitlement is determined by the cumulative MVPs of all offerors in the team—not the individual offerors. For example, Carrier A is comprised of Offeror 1 (500 MVPs), Offeror 2 (500 MVPs) and Offeror 3 (1000 MVPs); total of Team A’s MVPs is 2000 which is the total MVPs to be used for all categories of business in which the team has capability. After determining the team’s percentage of entitlement for the various categories of business, the process is repeated for each category of airlift business to determine the dollar value of entitlement. The same entitlement percentages are also used to award expansion business.

e. In cases where a contractor’s entitlement is so small that it does not equate to an entire mission, the carrier will be offered one (1) mission. The government will attempt to award a mission with the value that over-entitles the carrier by the least amount.

f. In cases where a range is given for requirement purposes (i.e., 240-260 seats), payment will be based on the maximum requirement or the standard ACL of the aircraft, whichever is less, regardless of seat pitch or aircraft seating configuration.

g. After contract award and upon exercising the option year, the CO will provide copy of the ACAS Segment Report and FY17 Entitlement spreadsheet denoting with each carrier’s fleet structure and entitlement percentages.
M-6. AWARD OF MINIMUM GUARANTEE (FIXED AWARD)

For the purpose of determining each offeror's minimum guarantee (fixed award) as a result of this Solicitation, the following factors will be taken into consideration:

(a) The number of aircraft, by type and FAA registration number, that an offeror is making available for acceptance by the Government to meet the contractual commitments for airlift services that may occur during Stage I, II or III Craf activation conditions. Mobilization value (MV) credit will be computed on International Long-Range Stage I and II assigned aircraft committed by carriers offering more than one aircraft to Stage I and on International Short-Range Stage II-assigned aircraft.

(b) Reasonableness of the prices offered if the USTRANSCOM rate is not applicable.

(c) Past Performance. In addition to having an Acceptable past performance record in the Past Performance Information Retrieval System (PPIRS) for receiving a contract award under this solicitation, offerors must also demonstrate Acceptable past performance for specific routes in order to receive award for those routes. Contractors who have no past performance for a specific route will still be considered for award.

1) If an offeror has not demonstrated Acceptable performance, the Government may deny the offeror repeat business on those routes. In the event the Government denies a particular route or routes, the Government will attempt to identify other routes where the offeror’s performance was Acceptable for possible award. If an alternate route cannot be awarded, the Contractor may not receive its full entitlement and may reduce its aircraft commitment to the Craf program to a level equal to its fixed award, but not below minimum requirements specified in Para. M-1(d)(6). If the Contractor’s entitlement is based on the aggregate commitment of a team, the team may reduce its commitment to a level equal to its fixed award. If the Contractor or team decides to not reduce its commitment, entitlement to expansion business will remain proportionate to the commitment even though the Contractor or team may not receive their full entitlement for fixed business.

(d) Final Selection of Routes for Award. Upon completion of the entire evaluation process as addressed in this section the Government will make the final determination as to route(s) to be awarded to all eligible offerors. This may result in a Contractor receiving an award for one, more or all CLINs specified in Section B.