

# Basic Ordering Agreement for Transportation-Related Services

## PERFORMANCE WORK STATEMENT

### 1. GENERAL

1.1. Purpose. The purpose of this Basic Ordering Agreement (BOA) is to establish a broad based Agreement with terms and conditions applicable to the Government and a Contractor when ordering and providing personnel, equipment, materials and transportation-related services relative to the loading/unloading of military supplies, vehicles and equipment on to/off of: 1) motor vehicles for transportation on a public highway, 2) rail equipment for transportation on the common rail system, and, 3) intermodal containers, in support of a military installation/activity. This agreement does not bind the Government to order or the Contractor to perform any services. A binding contract will result when a Delivery Order for specific services is issued pursuant to the terms of this Agreement.

1.2. Scope of Work. This Agreement may be used by any DoD agency or service component and covers the handling of Department of Defense sponsored cargo including containers, vehicles, equipment and other transportation-related services to include all hazardous materials governed by the Hazardous Materials Act and listed in 49 CFR 172.101 and to augment the transportation requirements of the below listed installation/activity. Specifically, it covers the functional areas of intermodal terminal services, container stuffing and unstuffing, railcar loading and unloading, rail switching services, loading and unloading vehicles and equipment on to/off of motor vehicles for transportation on a public highway, equipment maintenance and equipment leasing, and associated administrative and security functions. It also includes providing Contractor personnel only in support of these functions. Overall management of a military movement effort remains vested in the activity employing the support Contractor.

1.3. Supported Site. Upon issuance of a Delivery Order, the Contractor agrees to perform all of the requested services in connection with ongoing installation activities including but not limited to the deployment of US Forces from the installation or activity as designated by the Contracting Officer and indicated below:

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1.4. Rights and Obligations. The rights and obligations of the parties to the Agreement shall be subject to and governed by the provisions of the Agreement and the Delivery Order(s) issued hereunder. To the extent of any inconsistency between the Agreement and any Delivery Order, the provisions of the Agreement shall control.

1.5. Safety and Security. Except as specifically provided elsewhere in this Agreement, no additional compensation is payable to the Contractor for the following:

#### 1.5.1. Safety Requirements.

1.5.1.1. Contractor personnel shall be properly trained, given a road test, licensed, and be in possession of a US Government Operators Permit before being allowed to operate Government owned, leased, or rented, motor vehicles over 10,000 pounds gross weight, combat utility or

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cargo vehicles, mechanical or ground support equipment, and tracked combat (tactical) vehicles. Operators for unique Government vehicles and equipment must be trained and licensed by the supported installation/activity, if necessary. Locomotive operators must be licensed by the Federal Railroad Administration (FRA) and be given a familiarization tour of the local rail network prior to the commencement of operations.

1.5.1.2. Whenever a Contractor is required to assist in the loading of ammunition or other hazardous materials on transportation conveyances, all Contractor personnel involved in this activity must be trained and certified in accordance with 49 CFR, Parts 172.700 and 177 with applicable records maintained on file by the Contractor and available for review at the direction of the Contracting Officer. Other requirements may be directed by the Contracting Officer in the Delivery Order.

1.5.2. Security Requirements.

1.5.2.1. Access to Facilities. When directed by the Contracting Officer, the Contractor may be required to provide in advance a list of the names, and any other information necessary for a security background check of those individuals who will be working on a DoD installation/activity under this Agreement. When required the Government will conduct a National Agency (background) Check (NAC) of an individual. Where required only those individuals who successfully complete this check will be permitted to work on the installation/activity. Contractor must comply with installation access control procedures.

1.5.2.2. Pursuant to the terms of this Agreement, the Contractor is responsible for the exercise of reasonable practice, diligence and care regarding the safekeeping of cargo, freight or equipment tendered by the Government, which responsibility and duty is hereby specifically assumed by the Contractor.

1.5.2.3. If the Government requires extraordinary care, it may request that the Contractor furnish additional security. When such an optional election is made, the Contractor shall be compensated on an hourly basis (See 2.7 below).

1.6. Death of or Injury to Personnel. The Contractor shall immediately notify the Contracting Officer of the absence of his personnel due to injury or death, or for purposes of receiving medical attention due to an injury during or arising from performance under this agreement, and, in addition, the Contractor agrees to furnish to the Contracting Officer a written report of each and every accident occurring to the Contractor's employees, in the manner prescribed by the Contracting Officer within twenty-four (24) hours after the occurrence.

1.7. Damage and Loss Reports. In all instances where cargo, equipment, facilities or other property is damaged, lost or pilfered while in the care, custody or possession of the Contractor, or through handling by the Contractor's employees, agents or subcontractors, a full report of the facts and the extent of such damage or loss shall be submitted by the Contractor to the Contracting Officer within twenty-four (24) hours following the occurrence or discovery.

1.8. Personnel. Performance of these services is to be accomplished by employees of the Contractor and those of his subcontractor(s). Contractor or its employees or subcontractors are not to represent themselves as employees of the Government.

1.9. Contractor Liability for Personal Injury and/or Property Damage.

1.9.1. The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.

1.9.2. The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.

1.9.3. The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.

1.9.4. The Government shall in no event be liable or responsible for damage and/or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

1.9.5. Contractor Liability for Loss of and/or Damage to Freight. Except when loss and/or damage arises out of causes beyond the control and without the fault or negligence of the Contractor, the Contractor shall assume full liability for any and all goods lost and/or damaged in the movement covered by this contract.

**2. DEFINITIONS**

2.1. Agents. The term "Agents" includes subcontractors or other persons engaged by the Contractor to perform work or services under this Agreement.

2.2. Contracting Officer. A Government employee with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority. Administrative Contracting Officer refers to a Contracting Officer who administers contracts.

2.3. Contracting Officer's Representative (COR). A Government employee designated by the Contracting Officer to perform specific administrative functions, like monitoring contractor performance and validating contractor invoices.

2.4. Contractor Furnished Equipment (CFE). Includes vehicles, equipment, tools, hardware, etc., provided by the Contractor, whether owned or separately leased, for use in conjunction with contract performance.

2.5. Delivery Order. An order to a Contractor for equipment, supplies and/or services placed against an established contract (BOA) with the Government.

2.6. Direct Labor. Includes all of the categories for which hourly rates are provided for in Schedule A.

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2.7. Extraordinary Care. For purposes of this Agreement, extraordinary care normally refers to providing additional security beyond that which is routinely provided by the Contractor when operations are conducted at a commercial site away from a DoD installation.

2.8. Government Furnished Equipment (GFE). Includes vehicles, equipment, tools, hardware, lumber, etc., provided by the Government to the Contractor, whether owned or separately leased, for use in conjunction with contract performance.

2.9. Intermodal Equipment. Includes a wide variety of equipment types such as identified below (see 5.1 and following), but also other ancillary items as well.

2.9.1. Container. A large, reusable standard-size metal box into which cargo is loaded and is designed to be moved with common handling equipment enabling high speed intermodal transfers in economically large units between ships, railcars, and truck chassis, using a minimum amount of labor. Deployments covered by this Agreement are normally made using 20 ft. and 40 ft. containers.

2.9.2. Container Chassis. A frame trailer with wheels and locking devices constructed to accommodate containers for movement over the road, and pulled by a truck tractor or yard tractor.

2.9.3. Container Handling Equipment (CHE). A generic reference to a wide variety of items of equipment designed to lift and move containers. Term includes, but is not limited to, lift trucks, straddle carriers, forklifts, stacking cranes, container handlers, both commercial and rough terrain designs, side-loaders, etc.

2.9.4. Crane. A motorized mechanical handling device used for lifting and moving heavy items such as vehicles and equipment from one location to another.

2.9.5. Flat Rack. A “container” with no sides but with heavy duty frame members at the front and rear of the cargo platform. Flat racks are normally used for containerizing vehicles and large items of equipment. Deployments covered by this Agreement are normally made using 20 ft. and 40 ft. flat racks.

2.9.6. Forklift Truck. A high-powered vehicle equipped with hydraulic-driven protruding metal blades that are used to raise and lower and relocate unitized freight. These vehicles are normally “sized” based on lift capacity and can be powered by different fuel types or by electricity.

2.9.7. Lift Equipment. For purposes of this Agreement, see Container Handling Equipment above.

2.9.8. Local Drayage. Within a 50 mile radius of contracted service.

2.9.9. Lumper. Loading assistant to handle freight or cargo.

2.9.10. Truck Tractor. A self-propelled motor vehicle designed to pull a semi-trailer, which is constructed so that part of the trailer weight rests upon the rear of the towing tractor.

2.9.11. Vehicle Loading Ramp. An inclined plane, fixed facility or mobile piece of equipment, which allows vehicles to be driven thereon and into position on flatcars via a technique known as “circus loading” or on to other conveyances for onward movement.

2.9.12. Yard Tractor. A truck tractor used exclusively to move trailers around in a trailer or container yard. May be equipped with a hydraulic fifth wheel. It is not used for over the road travel. Also known as “yard horses,” “spotter” tractors, and “switchers.”

2.10. International Standards Organization (ISO). A worldwide standards setting body that is responsible for, among many other things, setting standards for intermodal freight containers that are used in international trade. Specifically, they are involved in setting standards relating to the dimensions, specifications and testing, the coding and marking as well as the handling and securing of containers.

2.11. Management Services. Includes Contractor’s management expertise and experience, supervision and control of employees and subcontractor personnel, intermodal terminal management, information management systems as well as timekeeping and contract performance tracking systems used for the execution of the contract.

2.12. Out-of-Pocket Costs. Those fair and reasonable expenses incurred by the Contractor in support of the deployment that are not otherwise included in the services provided. Payment for these costs may be made with prior approval of the Contracting Officer.

2.13. Wood Packaging and Pallets. Shipments prepared under this Agreement and destined for Europe must comply with the requirements of the European Union (EU) Restrictions Involving Non-Manufactured Wood Packaging (NMWP) and Pallets. There are similar restrictions for other countries that must be observed as well. For the most current information on this subject, visit the US Department of Agriculture website at <http://www.aphis.usda.gov> and under “Hot Issues” click on “Solid Wood Packaging Materials.”

2.14. Workday. During deployments associated with contingency responses and/or wartime mobilization, the normal workday shall consist of two ten-hour shifts during every 24-hour period. During routine, peacetime support, the Contracting Officer will define the Contractor’s workday.

2.15. Work Delay. The time lost as a result of a stoppage, or inability to start, due to causes beyond the control and without the fault or negligence of the Contractor, including but not limited to a breakdown of Government furnished equipment, inclement weather, non-arrival of railcars, trucks or containers, non-availability of cargo, vehicles and equipment to be furnished by the Government.

### **3. GOVERNMENT FURNISHED EQUIPMENT, PROPERTY AND SERVICES**

3.1. Facilities. When the work is to be performed on a Government owned/controlled site, the Government will make available to the Contractor all the necessary land, facilities, office space and utilities commensurate with accomplishing the support mission. Prior to the commencement of the work effort, Contractor personnel will be given a familiarization tour of the applicable installation/activity to include the work site(s) covered by the DO.

3.2. Equipment Operators. The Contractor may be required to provide operators for various types of Government furnished equipment. Such items of equipment may include but are not limited to CHE, forklifts, yard tractors, truck-tractors, and railroad switching locomotives.

3.3. Equipment Maintenance. Contractor may be required to provide equipment maintenance and repair for Government furnished equipment for those items as shown on the attached Schedule A.

3.4. Reimbursement for Parts. The Contractor will be reimbursed for all parts and materials purchased and installed by the Contractor in Government furnished vehicles/equipment except for POL, which is Government furnished. Any maintenance request that requires more than \$300.00 in parts and materials must be approved by the Contracting Officer in writing prior to commencement of the repairs.

3.5. Use of Facilities. When the Contractor uses Government furnished facilities solely in the performance of this Agreement, the Contractor shall not repair any vehicles/equipment other than those owned/provided by the Government in those facilities.

3.6. Government Forms. When the Contractor is required to perform a cargo documentation function, the Government will provide the necessary forms.

3.7. Regulations and Technical Publications. The supported Installation will provide to the Contractor copies of those military regulation, technical publications, maps, etc., that apply to the services to be performed by the Contractor. These publications will be provided at the time when the Delivery Order is issued.

#### **4. CONTRACTOR FUNISHED EQUIPMENT, FACILITIES, ITEMS AND SERVICES**

4.1. Facilities. When requested by the Contracting Officer, the Contractor shall provide the necessary commercially owned land, facilities, office space and utilities commensurate with accomplishing the support mission.

4.2. Equipment. The Contractor may be required to provide various types of equipment, with or without operators in support of this Agreement. Such items of equipment may include but are not limited to CHE, forklifts, yard tractors, truck-tractors, container chassis, flatbed trailers, mobile vehicle loading ramps, and railroad switching locomotives.

4.3. Repair and Maintenance. The Contractor is responsible for the repair and maintenance of any Contractor furnished equipment provided under this Agreement.

4.3.1. Repair Parts and Supplies. The Contractor shall furnish all necessary repair parts, supply items, materials, tools, (including initial allowable fuel, fluids and lubricants) equipment and labor required to perform all operations required in the Delivery Order except for those specified as being Government furnished. At the end of contractor services, equipment will be returned to the contractor with the same levels of fuel, fluids and lubricants as documented at the beginning of the contract.

4.4. Other Materials. The Contractor shall furnish the blocking, bracing and tie down materials, etc., when requested by the Contracting Officer. Government will provide material specifications.

4.5. Personnel Only. When requested by the Contracting Officer, the Contractor shall furnish personnel only in the numbers and with the skills required as indicated in the Delivery Order. Skills required may include but are not limited to, equipment tie-down personnel, operators for specific types of equipment, etc.

#### **5. CONTRACTOR'S DUTIES / SPECIFIC TASKS**

The Government may order the following types of services (in whole or in part, depending upon the operation), at either Government owned/operated or commercially owned/operated sites.

5.1. Intermodal Terminal Services.

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5.1.1. Contractor is required to provide intermodal services to include the operation of a container yard, container lift-on/lift-off operations for containers, flat racks and trailers, and yard hostling to transfer cargo containers and equipment from one mode to another, i.e., truck to rail or rail to truck for both inbound and outbound movements. Transfer equipment must be compatible with the applicable modes.

5.1.2. Contractor shall provide equipment and operators as directed by the Contracting Officer. Equipment required may include container chassis, container handling equipment (CHE), Ordnance Handling Equipment (OHE), other Material Handling Equipment (MHE), yard tractors, forklifts, etc., as well as other ancillary items as specified in the Delivery Order.

5.1.3. Contractor shall receive, inspect and repair containers as directed by the Contracting Officer. Work shall be performed in accordance with the standards contained in DoD Military Handbook 138B, 1 Jan 02.

5.1.4. Contractor shall provide local drayage service to include the positioning and repositioning of containers, using Contractor provided manpower and equipment.

5.1.5. Contractor shall provide security, accountability and administrative support for container yard operations.

5.1.6. Contractor must prepare local cargo documentation using Government provided forms when directed by the Contracting Officer. Performance standards shall be as prescribed by the Contracting Officer.

5.1.7. Contractor shall coordinate with the Government's container supplier, line haul motor carrier(s) and/or the supporting rail carrier, the supported installation/activity transportation office and/or the support contractor as applicable, when directed by the Contracting Officer.

5.1.8. When directed by the Contracting Officer, the Contractor shall provide on-site management oversight for these services.

5.1.9. When operations are conducted at a commercial site, Contractor shall provide as an optional service, additional site security when directed by the Contracting Officer.

5.2. Container Stuffing/ Unstuffing.

5.2.1. The Contractor is required to stuff, block and brace, tie-down and secure unit supplies, equipment and vehicles in 20 ft and 40 ft ISO containers and flat racks for subsequent onward movement by highway and/or rail in accordance with the standards contained in MTMCTEA Pamphlet 55-20 for truck movements, MTMCTEA Reference 95-55-23 for containerization of military vehicles and the Association of American Railroads (AAR) Open Top Car Loading Rules Manual for rail movements.

5.2.2. Contractor may be required to position and reposition containers when directed by the Contracting Officer.

5.2.3. Contractor must prepare local cargo documentation using Government provided forms when directed by the Contracting Officer. Performance standards shall be as prescribed by the Contracting Officer.

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5.2.4. Contractor may be required to stuff containerized ammunition shipments when directed by the Contracting Officer. Loading diagrams and material specifications will be provided by the Government.

5.2.5. Contractor may be required to unstuff containers and unload flat racks and railcars when directed by the Contracting Officer. Upon completion, equipment shall be empty and in a clean condition. Contractor is responsible for removing and disposing of all trash and debris.

5.2.6. When operations are conducted at a commercial site, Contractor shall provide as an optional service, additional site security when directed by the Contracting Officer.

5.2.7. When directed by the Contracting Officer, the Contractor shall provide on-site management oversight for these services.

5.3. Railcar Loading/Unloading.

5.3.1. Contractor is required to load/unload Government equipment on to primarily flat cars (60ft, 68 ft and 89 ft with and without chain tie-down devices). May also include loading of bi-level automotive cars and other railcars when directed by the Contracting Officer. Cargo consists of wheeled and tracked vehicles, and containerized shipments of unit supplies and equipment in 20 ft and 40 ft ISO containers and flat racks. Rail cars shall be loaded and secured in accordance with the standards contained in the Association of American Railroads (AAR) Open Top Car Loading Rules Manual for rail movements. Upon completion of unload services, rail cars shall be empty and in a clean condition. Contractor is responsible for removing and disposing of all trash and debris.

5.3.2. Contractor is required to drive/load the vehicles and containers on to the rail cars, tie-down and secure these items in accordance with the standards prescribed in the AAR Open Top Car Loading Rules Manual and MTMCTEA Pamphlet 55-19, Tiedown Manual for Rail Movements, 5<sup>th</sup> Edition.

5.3.3. Contractor must prepare local cargo documentation using Government provided forms when directed by the Contracting Officer. Performance standards shall be as prescribed by the Contracting Officer.

5.3.4. When the loading or unloading of break bulk ammunition is required under this BOA, the Contracting Officer will provide specific guidance to the Contractor in the Delivery Order.

5.3.5. When operations are conducted at a commercial site, Contractor shall provide as an optional service, additional site security when directed by the Contracting Officer.

5.3.6. When directed by the Contracting Officer, the Contractor must provide on-site management oversight for these services.

5.4. Rail Switching Services.

5.4.1. Contractor shall provide crews including licensed and certified engineers to operate Government furnished locomotives on a DoD installation, moving rail cars and spotting them at various locations thereon as well as to the interchange point for the supporting commercial railroad.

5.4.2. Contractor shall provide the appropriate number of locomotive crews consisting of one engineer and one conductor per locomotive, to support the number of shifts required in the course of the workday. Deployment operations may require two each ten-hour shifts per day.

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5.4.3. When directed by the Contracting Officer, the Contractor shall provide on-site management oversight for these services.

5.4.4. May include coordination with the supporting railroad when directed by the Contracting Officer.

5.4.5. Contractor shall provide crews (including licensed and certified engineers) and locomotives and equipment for Rail Switching services on a DoD installation to include moving rail cars and spotting them at various locations thereon, as well as to the interchange point for the supporting commercial railroad.

5.5. Motor Freight Loading/Unloading and Other Services.

5.5.1. Contractor is required to load, block and brace, tie-down and secure unit supplies and equipment on motor conveyances for subsequent onward movement by highway in accordance with the standards contained in MTMCTEA Pamphlet 55-20. Cargo descriptions, quantities and locations will be provided in the Delivery Order.

5.5.2. Contractor may be required to unload unit supplies and equipment from motor conveyances at specified locations when directed by the Contracting Officer. Upon completion, equipment shall be empty and in a clean condition. Contractor is responsible for removing and disposing of all trash and debris.

5.5.3. Contractor must prepare local cargo documentation using Government provided forms when directed by the Contracting Officer. Performance standards shall be as prescribed by the Contracting Officer.

5.5.4. Contractor may be required to load break bulk ammunition shipments on motor conveyances at specific locations when directed by the Contracting Officer. Cargo descriptions quantities and locations will be provided in the Delivery Order. The Government will provide applicable loading diagrams and material specifications.

5.5.5. When operations are conducted at a commercial site, Contractor shall provide as an optional service, additional site security when directed by the Contracting Officer.

5.5.6. When directed by the Contracting Officer, the Contractor shall provide on-site management oversight for these services.

5.6. Equipment Leasing. When directed by the Contracting Officer, the Contractor shall provide those items of equipment, with or without operators, as specified in the attached Schedule A.

**6. APPLICABLE DOCUMENTS/FORMS/REGULATIONS**

6.1. Title 49 CFR – Transportation.

6.2. AAR Open Top Loading Rules Manual, Association of American Railroads, Washington, DC.

6.3. Loading and Securement Drawings for Ammunition Shipments, Defense Ammunition Center, McAlester, OK.

6.4. Guide to Container Inspection for Commercial and Military Intermodal Containers, DoD MIL-HDBK-138B, 1 Jan 2002.

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- 6.5. Tiedown Handbook for Rail Movements, MTMCTEA Pamphlet 55-19, Fifth Edition.
- 6.6. Tiedown Handbook for Truck Movements, MTMCTEA Pamphlet 55-20.\*
- 6.7. Containerization of Military Vehicles, MTMCTEA Reference 96-55-23.\*
- 6.8. General Code of Operating Rules, Published by the General Code of Operating Rules Committee in compliance with FRA guidelines, April 2002.
- 6.8. Railway Operating and Safety Rules, US Army Field Manual (FM) 55-21, 17 Jul 89.

(\*Note, MTMCTEA Publications are available at [www.tea.army.mil](http://www.tea.army.mil))

## **7. TECHNICAL EXHIBITS**

- 7.1. The Installation Ordering Official will provide a list of key personnel associated with the task(s) being ordered and their contact information, including points of contact for Installation Safety Compliance (Section 1.5.1), Security Compliance (Section 1.5.2), Notification of Death or Injury (Section 1.6), and Damage and Loss Reports (Section 1.7).
- 7.2. An orientation package will be provided to the Contractor that contains at a minimum the necessary local maps, work-site diagrams and installation descriptions, and applicable Installation policies, procedures and regulations. Policies outlining procedures for obtaining immediate medical care for work-related and other applicable injuries or illnesses will be included (See also Section 1.6).
- 7.3. The Ordering Official will make provide the Contractor all applicable DoD/Service publications that are required for the work to be performed.

## **8. SPECIAL REQUIREMENTS**

Any special requirements relating to the Contractors personnel, the work to be performed, the work site or to the installation/activity in general will be included in the DO by the Contracting Officer.

## **ATTACHMENTS**

Schedule A – Requested Services and Pricing