SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

			1. REQUISITION NUMBER w81gye21376000	PAGE 1 OF 129
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER DAMT01-02-R-0066	6. SOLICITATION ISSUE DATE 23-Aug-2002
7. FOR SOLICITATION INFORMATION CALL	a. NAME MARY YOUNG		b. TELEPHONE NUMBER *(No Collect Calls)* 703-428-2324	8. OFFER DUE DATE/LOCAL TIME 08-Oct-2002 13:00

9. ISSUED BY CODE MT01B8

MILITARY TRAFFIC MANAGEMENT COMMAND
MTAQ-J GLOBAL INTERMODAL ACQUISITION
DIV, RM 12S45
200 STOVALL STREET
ALEXANDRIA VA 22332-5000

TEL: 703-428-3204
FAX: 703-428-3362

10. THIS ACQUISITION IS
[X] UNRESTRICTED
[ ] SET ASIDE: %FOR
[ ] SMALL BUSINESS
[ ] SMALL DISADV. BUSINESS
[ ] 8(A)

SIC:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13 b. RATING

14. METHOD OF SOLICITATION
[ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17 a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TEL.

18 a. PAYMENT WILL BE MADE BY CODE

[ ] 17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT

[ ] 27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES
[X] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE
[ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30 a. SIGNATURE OF OFFEROR/CONTRACTOR

31 a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30 b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30 c. DATE SIGNED

31 b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

31 c. DATE SIGNED

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

33. SHIP NUMBER
[ ] PARTIAL [ ] FINAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32 c. DATE

36. PAYMENT
[ ] COMPLETE [ ] PARTIAL [ ] FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY *(Print)*

42b. RECEIVED AT *(Location)*

41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41 c. DATE

42c. DATE REC'D *(YY/MM/DD)*

42d. TOTAL CONTAINERS

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The RFP has been conformed to include the following changes. Changes below are referenced by paragraph number as opposed to page numbers as page numbers have changed from the original document.

PROVISIONS

1. Change "**Provisions**: **Regulatory Compliance,** " Section 1. Bunker Adjustment Factor (BAF) Paragraph A.(1) to read as follows:

The allowance shall be paid per freight payable unit of cargo. For containerized goods these units are twenty foot and forty foot containers. For breakbulk cargo they are measurement tons.

The Bunker Adjustment Factors is zero unless the one-month average fuel price is at least 20% higher or 20% lower (inclusive)than the baseline average fuel price. No bunker adjustment is payable on the routes not included in Tables 1 or 2.

The compensation per freight payable unit will be calculated as follows:

Monthy average fuel price (in metric tons) - Baseline fuel price (in metric tons)
---------- x BAF Technical factor from
6.55 (conversion factor, metric tons to barrels) Table 1 or 2

2. Change "Provisions: Regulatory Compliance, " Section 2. Currency Adjustment Factor (CAF), Paragraph a. to read as follows:

"The compensation per freight payable unit will be derived by calculating the difference between the one-month average exchange rate and the baseline exchange rate (subtract the baseline exchange rate from the one-month average exchange rate), dividing this difference by the baseline exchange rate, then multiplying by the basic ocean freight times the technical factor. The technical factor is .15 for all routes. Note that the General Section basic ocean freight is used to calculate CAF for all shipments eligible for CAF, to include shipments moving under SCR single factor rates. The basic ocean freight does not include BAF in the calculation of CAF. Exchange rates are expressed as foreign currency per dollar."

3. Change Section 7.0 "Carrier Protection from Competition," paragraph (b) to read as follows:

"(b) VISA Status: In that VISA status relates to a carrier's VISA commitment whereas VISA Priority relates to both VISA commitment of the carrier and flag status of a particular service, the VISA status of an offeror will be evaluated up to the date for responses to the RFP that resulted in this contract, or the date for responses to the option period. A contract awardee may be subject to contractual remedies for failure to maintain at least the same VISA status throughout the respective base or option period of this contract. However, minimum cargo commitments awarded that properly reflect all offerors' VISA status at the time of responses to the RFP or option period will not be negated during the respective base or option period as a result of one or more contract awardees subsequently attaining a higher VISA status."

4. Change Section 7.0 "Carrier Protection from Competition," paragraph (d) to read as follows:

"(d) Late Rates

1. MTMC will not accept offers of late rates from carriers that were not awarded any contracts as a result of this solicitation unless the carrier is offering U.S. flag service or combination U.S. flag service that cannot otherwise be obtained from carriers that were awarded contracts. In such case, paragraph 7.a applies.

2. MTMC will negotiate late rates with carriers that were awarded contracts as a result of this solicitation, but MTMC will book cargo under such rates only when: (i) the late rates involve a service with a higher VISA priority than the service otherwise available to the Government under initially awarded rates; or (ii) capacity from carriers with initially awarded rates is not available to meet the requirement. Carriers awarded contracts for the base contract period may propose rates for additional routes for the option year and will be eligible to compete for cargo on the additional routes. However, such carriers will not receive awards of any minimum cargo commitments on the additional routes.

3. Carriers party to the contract during the basic contract period may offer new service on routes on which that carrier had no award during the basic contract period in anticipation of new award during the option period. Contractors who had awards on these routes during the basic contract period are not protected from this new competition on those routes during the option period; the protection described in subparagraph 7.d.2 does not apply to this situation. A contractor awarded a new contract for the option period on a route on which it had no contract during the basic contract period, will not receive an award or share of the MCC already awarded to the contractors originally awarded these routes (at time of contract award). All contractors with a contract for a route during the option period and any extension shall compete equally for all cargo volumes over and above the MCC based on a contemporaneous trade-off basis. A similar ability to offer new service on a route will not exist at the time of contract extension, if any; the offer of new rate at time of contract extension would processed under paragraph 7.d.2, not paragraph 7.d.3.

PERFORMANCE WORK STATEMENT

1. Section 2.4.1 "Container Minimums – Designated Routes" – Change volumes to read as follows:

Outbound Routes/Zones	Minimum FEUs	
01	5100	West Coast/Far East
05/11	2307	East & Gulf Coasts/Europe & UK
6A/12A	692	East & Gulf Coast/West Med

2. Section 2.4.4 "Tonnage Minimums" – Change language to read as follows:

The Government commits to ship one measurement ton or 1 FEU container as appropriate for awardees of inbound service for route/zone combinations 01, 05/11, 6A and all other outbound/inbound**/interport** routes listed herein for the base year of the contract. The same commitment applies separately to the option period.

3. 2.8.2 "Reporting", Paragragh 2., for **Performance Objectives 13 and 14**, delete (...and 2% guarantee minimum) under **Performance Standards.**

4. Section 4.1.6 "Electronic Data Interchange," Performance Objective No. 7, add the following sentence:
"All references to IBS implies IBS and/or successor system throughout the rest of this solicitation."

5. Section 4.1.9.2, "Space Commitment" – Change Performance Objectives 13 and 14 to read as follows:

6. "**Performance Objective No. 13** – A "container" Contractor must reserve 10% of vessel capacity for the booking of Government cargo on each U.S. flag vessel sailing from CONUS on the designated routes in Section 2.4.1.

7. **Performance Objective No. 14** – A "breakbulk/RORO" Contractor must reserve 10% of vessel capacity for the booking of Government cargo on each U.S. flag vessel sailing from CONUS on the designated routes in Section 2.4.2 of this PWS."

8. Section 4.2.1 "Shipment Booking" – Change paragraph to read as follows:
"Cargo will be offered to awardees to ensure compliance with awarded cargo minimums by route/zone. On designated routes (See Para 2.4) with award to multiple carriers, all cargo will be booked to contractors at the discretion of Ordering Officers based on a tradeoff analysis of technical capability/service, past performance and price, subject to VISA priorities. On non-designated routes, cargo will be offered to the low price technically acceptable subject to VISA priorities. Awarded contract minimums for the base period or the option period must be satisfied by the expiration date of the base or option period."

9. Section 4.2.2.3 Change title to read, "Port Arbitrary Schedules."

10. Section 4.3 "Transportation Requirements," Performance Objective No. 26 – Change 2nd Paragraph first sentence to read, "....than force majeure or Government caused delay,..."

11. Section 4.3.1.2.3, " Notification of Cargo Held by Customs, Performance Objective No. 34 – Delete second paragraph in its entirety.

12. Section 4.3.1.2.2, "Customs Clearance." Insert the following paragraph:

"The carrier shall notify the local military terminal commander or the cognizant OCCA of the impending arrival of the vessel at each port where government cargo is to be discharged under this contract. Such notice shall be given at least seventy-two (72) hours prior to arrival. The carrier shall provide a cargo list (via email), including TCN, consignee DODAAC and for container cargo, container number with alpha prefix, and provide the estimated date/time of vessel arrival and any variation from information previously furnished."

13. Section 5.2.4.2, "Placement of Orders," change paragraph to read as follows:

"Cargo will be offered to awardees to ensure compliance with awarded cargo minimums by route/zone. With award to multiple carriers, all bookings will be at the discretion of the Ordering Officer based on a tradeoff analysis between the best value technical factors and price with price being less important than technical factors. Awarded contract minimums for the base period or the option period must be satisfied by the expiration date of the base or option period."

14. Section 5.4.1 "Volume Commitments" insert the following volume commitments:

Routing	Minimum FEUs
US-Far East	9540
US-Europe/UK	9576
US West Mediterranean	742

15. Section 5.4.2.1 "Sailing Frequency," Performance Objective No. 73, change paragraph reference from 5.4.2.1.2 to 5.4.2.1.1.

16. Change title of 5.4.2.1.2 to read, "Special Provisions for Mail." Insert paragraph to this section as follows:

"Contractor must arrange airlift of any mail shipments, which miss two (2) consecutive sailings including the booked sailing due to a contractor's failure to perform."

17. Add Section 5.4.2.1.3 "Special Provisions for Velocity Management."

18. Delete requirements to Performance Objective No. 74 and replace with requirements stated under Performance Objective No. 75. Change Performance Objective No. 75 to read, "Reserved."

19. Section 5.4.2.2 – Change to read, "Reserved."

20. Delete requirements to Performance Objective No. 76. Change Performance Objective No. 76 to read, "Reserved."

21. Section 5.8, "Oversized and Outsized Cargo," Paragraph f. Change "Consignor" to "Contractor."

22. Section 6.2 "Definitions." Delete duplicate definition for "Excepted Cargoes Breakbulk/RORO."

23. Section 6.2 "Definitions." Change definition of Measurement Ton (MsT) to read: ""40 cubic feet."

24. Section 6.2 "Definitions." Change Over Dimensional Cargo definition to read: "....where at least one dimension."

25. Change Section 6.3 "General Definition of Trade Areas as follows:

- Azores: Includes all ports in the Azores Islands

- Baltic: Change title to read, "Scandinavia/Baltic"

- Central America: Change title to read: "Central America/Mexico"

- Delete Indian Ocean in its entirety.

- Delete Mexico in its entirety.

- Change "Middle East" to "Middle East, South Asia, Indian Ocean." Change ports as follows:
"Includes ports in the Red Sea, Gulf of Aqaba, Gulf of Suez, Gulf of Aden, Arabian Sea, Gulf of Oman, Persian Gulf, Bay of Bengal, Andaman Sea; and Indian Ocean ports in India, Sri Lanka, Yemen, Oman and Seychelles Islands."

- South America: Delete Paraguay in its entirety. Add Guyana, Suriname, French Guyana

- Delete South Asia in its entirety.

- Oceania, change ports as follows: "Includes: American Samoa, Australia , New Zealand, Micronesia Northern Marianas Islands, Kiribati, Marshall Islands, Johnston Island, Marcus Island, Palau, French Polynesia, Cook Islands, Tonga, Samoa, Tuvalu, Fiji, Wallis and Futuna, Papua New Guinea, Solomon Islands, New Caledonia, Vanuatu, Guam."

26. Delete Section 6.4 "Index of Routes." Replace with revised Section 6.4, "Index of Routes" in this amendment.

27. Section 6.5.5, "Central America/Mexico, (Route Index Numbers 28, 39, and 43)." Add "Honduras" to Route/Index Zone B (East Coast of Central America)

28. Section 6.5.11 "Oceania Area." Reference paragraph (a), Route Index/Zone and Country as follows:

"(a) CONUS-Oceania (Route Indices 54, 61, 72, 77, and 79) rates stated herein cover services between United States ports and ports of the countries, islands and island groups or specific ports as indicated within the following zones:

Route Index/Zone	Country
Zone A1	Australia (Ports in the country of Australia)
Zone A2	New Zealand (Ports in the country of New Zealand)
Zone B1	Northern Marianas Islands (Saipan, Tinian, Rota)
Zone B2	Guam
Zone C	American Samoa (Ports in American Samoa)
Zone D	Kwajalein (Kwajalein Atoll)
Zone E	North Central Pacific (ports in Johnston Island and Marcus Island
Zone F	Micronesia (Ports in the Federated States of Micronesia)
Zone G	Marshall Islands (All ports in Marshall Islands except Kwajalein Atoll)
Zone H	Coral Sea. (Ports in Papua New Guinea, Solomon Islands, New Caledonia, and Vanuatu)
Zone I	South Pacific. (Ports in French Polynesia, Cook Islands, Tonga, Samoa, Tuvalu, Fiji, Wallis and Futuna)
Zone J	Palau (Ports in the country of Palau)
Zone K	Kiribati (Ports in the country of Kiribati)"

RATE RULES

1. Section A-1, A1.(e), TWENTY-FOOT DRY CONTAINER FORMULA – Change to read: "For routes where 20' rates are not specifically solicited, 20 foot dry..."

2. Section A-1, A1.(j), RATES FOR SPECIALIZED CUSTOMER REQUIREMENTS (SCR) – Change second sentence to read: "...(BAF), War Risk, and other accessorials..."

3. Section A-1, A1 (k), PORT ARBITRARIES. Change paragraph to read:

"A lump sum surcharge by size container and commodity is applicable for selected ports designated by the government. The port arbitrary will be added to the ocean rate for the route/zone to be used for the specific movement and is applicable to all directions of movement. Port Arbitraries are not to be used in conjunction with

single factor rates. Paragraph 6.5.13 identifies the ports for which port arbitraries may be established for this contract."

4. Move Pararaghs 3 and 4 from Section A-1, A "Application of Rates" to Section A-1, B "Application of Drayage and Inland Rates.

5. Section A-1, B.4(b), Customs Facilitation Fee. Change to read: "This fee based on a cost per container (Port Call File Number)..."

6. Section A-1, B.6. Add paragraph (e) to read:

"(e) The ports listed below have been grouped. For routings via below listed ports, CARE II SM will only accept routings that use the port grouping for single factor and linehaul rates.

Port Group	**Port Members**
New York	New York Bayonne Newark Elizabeth Howland Hook Kearney
Philadelphia	Philadelphia Pensauken
Norfolk	Norfolk Newport News Portsmouth Virginia Beach
Miami	Miami Port Everglades Fort Lauderdale
Galveston Bay Ports	Galveston Houston
Los Angeles	Los Angeles Long Beach San Pedro Wilmington Terminal Island Torrance
San Francisco Bay Area	San Francisco Oakland Richmond Oakland Mare Island Alameda
Puget Sound Ports	Bremerton Seattle Tacoma
Calcutta	Calcutta Haldia
Dammam	Dharan Dammam

Karachi	Karachi Port Qasim
Maputo	Maputo Lourenco Marques
Muscat	Muscat Mina Qaboos
Naha	Naha Aja
Naples	Naples Salerno
Thamesport	Thamesport Isle of Grain"

ATTACHMENTS

1. Delete Attachment 5B "USC04 SCR Transit Time Matrix." Replace with revised Attachment 5B in this amendment.

2. Attachment 6, Ocean Carrier Payment Procedures, delete Europe and Far East payment offices.

52.212-1 INTSTRUCTION TO OFFERORS

1. III. WRITTEN PROPOSALS – Add TABS 3 and 4 to Volume II

2. III. WRITTEN PROPOSALS, Paragraph B. "Narratives of Technical Capability (VOLUME II), Change to read:

"All offerors shall be required to submit written narratives for evaluation of technical capability. Narratives must be provided to explain how their proposal will meet all requirements established in the solicitation. For routes/zones for which rates are offered, offerors will provide a narrative for each of the designated route indices at TAB 1 of this volume. Offerors will provide a single consolidated narrative for all non-designated route indices at TAB 2. Each narrative at TAB 1 and TAB 2 will not to exceed seven (7) pages in no smaller than 10-pitch font exclusive of graphs and charts. At TAB 3, one submission of the narratives for Electronic Data Interchange, Management System/Approach, and Equipment are required and will be applicable to both the Designated Routes including the SCR, and Non-Designated Routes. The narrative at TAB 3 will not exceed 10 pages in no smaller than 10-pitch font exclusive of graphs and charts. At TAB 4, the offeror will provide a brief narrative in addition to the narrative submitted for the non-designated routes to specifically address Port Coverage, Transit Time, and Frequency of Sailings for the non-designated SCR routings. The written technical proposal must demonstrate the offerors understanding of the requirements identified in the General Section of the Request for Proposals as well as the Specialized Customer Services Matrix located at Attachment 5. Proposals should address the following topics:..."

CLAUSES IN PROVISIONS IN FULL TEXT

Insert the following addendum to FAR 52.212-4 "Contract Terms and Conditions – Commercial Items

"Contract Clause FAR 52.212-4, Contract Terms and Conditions – Commercial Items, incorporated in full text, is hereby tailored to reflect the following changes to Paragraph (c), Changes, in accordance with FAR 12.302(a):

"c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties except for items/provisions delineated in the contract as within the authority of the Contracting Officer. Where the Government requests a change requiring written agreement of the parties, the parties agree to undertake best efforts to affect the requested change. Changes in the terms and conditions of a delivery/task/ shipping order issued under the contract may be made in writing on a unilateral basis by the Government.

1) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer must make an equitable adjustment in the contract price, the delivery schedule or both, and shall modify the contract.

2) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order.

3) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

4) Failure to agree to any adjustment shall be a dispute."

SECTION SF 1449 CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1.00	Dollars, U.S.		
	Universal Service Contract 04 FP-EPA - Funding for ocean and intermodal transportation services for all DoD shippers worldwide (container/breakbulk) for one year base period performance 01Mar03 thru 29Feb04. PURCHASE REQUEST NUMBER w81gye21376000				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1.00	Dollars, U.S.		
	Universal Service Contract 04 FP-EPA - Funding for ocean and intermodal transportation services for all DoD shippers worldwide (container/breakbulk) for one option period of performance 01Mar04 thru 28Feb05.				
				NET AMT	

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.212-1	Instructions to Offerors--Commercial Items	OCT 2000
52.212-2	Evaluation - Commercial Items	JAN 1999
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Items (May 2002) Alternate I	APR 2002
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	MAY 2002
52.212-5 Alt I	Contract Terms and Conditions Required to Implement Statutes or	FEB 2000

	Executive Orders--Commercial Items (May 2002) Alternate I	
52.216-27	Single or Multiple Awards	OCT 1995
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.247-5001	European Union Restrictions Involving Non-Manufactured Wood Packaging and Pallets	SEP 2001
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.212-7000	Offeror Representations and Certifications- Commercial Items	NOV 1995
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.228-7006	Compliance With Spanish Laws and Insurance	DEC 1998
252.242-7000	Postaward Conference	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

Provisions:

Regulatory Compliance

The carrier must comply with regulations of the Federal Maritime Commission and the Surface Transportation Board, Department of Transportation and/or other governmental organizations, including local regulations at origin, destination and in-transit as may be applicable for service to the Government in carriage of cargo as set forth in this solicitation.

1. Bunker Adjustment Factor (BAF)

A. An allowance for fluctuations in marine fuel prices shall be paid to the contractors or to the Government in accordance with the following:

(1) The allowance shall be paid per freight payable unit of cargo. For containerized goods these units are twenty foot and forty foot containers. For breakbulk cargo they are measurement tons.

The Bunker Adjustment Factors is zero unless the one-month average fuel price is at least 20% higher or 20% lower (inclusive)than the baseline average fuel price. No bunker adjustment is payable on the routes not included in Tables 1 or 2.

The compensation per freight payable unit will be calculated as follows:

Monthly average fuel price (in metric tons) - Baseline fuel price (in metric tons)
---------- x BAF Technical factors from Table 1
6.55 Conversation factor, metric tons to barrels or Table 2

(2) The base period for this contract is the thirteen week period immediately preceding the due date for initial proposals. Should the option to extend the contract be exercised, the base period for the option period will be the thirteen week period immediately preceding the due date for proposals for the option period.

(3) BAF shall be calculated using Norfolk (ex-wharf) prices except for routes below that shall use Los Angeles (ex-wharf) prices:

US West Coast to Far East
Hawaii - Far East
Hawaii - Kwajalein
US West Coast - Oceania

(4) A one month average fuel price will be computed by MTMC for Los Angeles and Norfolk. The one-month average price will be calculated from the 16th of the month to the 15th of the next month and will apply to shipments booked for sailings in the following month. Example: The average fuel prices for calculation of BAF charges for March will be calculated from the average of bunker quotes published from 16 January through 15 February, inclusive.

(5) The scheduled month the vessel departs at the load port at the time of booking shall determine the month for calculation of BAF charges.

(6) For Norfolk and Los Angeles ports separately, the daily high and low quotes for Heavy Oil and Marine Diesel from the "Bunkerdesk" published by Petromedia Limited, London will be averaged to produce the average quote for each type of fuel for the day. These prices are quoted in metric tons and shall be converted to barrels by dividing by 6.55. The Heavy Fuel Oil and Marine Diesel Oil average quotes will then be averaged to calculate the daily average fuel prices for Norfolk and Los Angeles. Prices for bunkers on weekends/holidays or other days that Bunkerdesk is not published or otherwise not available will not be included in the calculation.

(7) MTMC will monitor these prices and calculate and post Bunker Adjustment factors to the MTMC web site.

B. Payment procedures.

(1) For shipments paid using PowerTrack/US Bank: The BAF will be fixed at the time of booking and will be based on the date the booked vessel is scheduled to sail. When BAF is payable, shippers will include the applicable BAF amount (plus or minus) to all shipments paid to the carrier via their own documentation and payment system at the time that the original transactions are sent to PowerTrack. Carriers using the invoice PowerTrack procedure will include the applicable BAF amount (plus or minus) in their invoice.

(2) All other:
Contractors are responsible for indicating on their shipment invoice whether a fuel payment is due them, whether no fuel payment is to be made or whether a fuel payment is due MTMC. If a fuel payment is due the contractor or MTMC, the contractor must compute the value of the payment (or credit) and indicate this on the shipment invoice. If there is no fuel payment, the contractor shall indicate on the invoice “No Fuel Adjustment”. BAF for authorized agent shipments will be paid using this process.

C. The fuel adjustment applies to contractor purchases of fuel from normal commercial suppliers and does not apply when fuel has been provided or subsidized by the U.S. Government or foreign Governments.

1. The technical factors and their freight payable units are shown in Table 1

TABLE 1. TECHNICAL FACTORS

Payable Unit	Factor
For Route 01	
20 foot container	4.35
40 foot container	7.25
Breakbulk	0.12
For Route 05	
20 foot container	2.88
40 foot container	4.80

Breakbulk	0.07

For Route 06A

20 foot container	5.55
40 foot container	9.25
Breakbulk	0.16

2. For other Routes the factor is determined within mileage based zones. Table 2 shows these factors

TABLE 2. MILEAGE BASED FACTOR

Routes	20' BAF	40' BAF	BB BAF
61 Guam-Korea, 61 Guam-Okinawa, 61 Guam-Manila, 61 Guam Japan, 39 and 43	2.1	3.5	.07
79 Hawaii - Kwajalein, 61 Guam-Singapore 61 Guam-Thailand and 32	4.2	7.0	.13
54D, West Coast to Kwajalein, 06B, 06C, 10, 11, 12A, 16 (Hawaii – Far East), and 55	6.3	10.5	.19
7, 12B, 12 C, 13, 54	8.4	14.0	.25

2.0 Currency Adjustment Factor (CAF)

An allowance for fluctuations in foreign currency exchange rates shall be paid to contractors or to MTMC for the routes shown in Table 1 below, in accordance with the following:

The allowance shall be paid per freight payable unit of cargo. For containerized goods, these units are twenty and forty foot containers. For breakbulk cargo, they are measurement tons.

a. The compensation per freight payable unit will be derived by calculating the difference between the one-month average exchange rate and the baseline exchange rate (subtract the baseline exchange rate from the one-month average exchange rate), dividing this difference by the baseline exchange rate, then multiplying by the basic ocean freight times the technical factor. The technical factor is .15 for all routes. Note that the General Section basic ocean freight is used to calculate CAF for all shipments eligible for CAF, to include shipments moving under SCR single factor rates. The basic ocean freight does not include BAF in the calculation of CAF. Exchange rates are expressed as foreign currency per dollar.

b. The Currency Adjustment Factors is zero unless the one-month average exchange rate is at least10% higher or 10% lower (inclusive) than the baseline average currency exchange rate. No CAF is payable on routes/countries not included in Table 1 below.

c. Base rates and differentials in currency exchange rates shall be computed for the currencies shown in Table 1. The applicable currency for payment shall be determined by the foreign port of discharge or load.

d. The source for exchange rates is the Monday Wall Street Journal World Dollar. The base rate is the exchange rate on the Monday preceding the date proposals are due, for base or option periods.

e. A one-month average exchange rate will be computed by MTMC. The one-month average exchange rates will be calculated from the 16th of the month to the 15th of the next month and will apply to sailings that will discharge at the foreign port in the following month. Example: The average exchange rates for calculation of CAF charges for March will be calculated from the average of exchange rates published from 16 January through 15 February, inclusive.

f. Payment procedures

(1) For shipments paid using PowerTrack/US Bank: The CAF will be fixed at the time of booking and will be based on the date the booked vessel is scheduled to arrive at the foreign port. When CAF is payable, shippers will include the applicable CAF amount (plus or minus) to all shipments paid to the carrier via their own documentation and payment system at the time that the original transactions are sent to PowerTrack. Carriers using the invoice PowerTrack procedure will include the applicable CAF amount (plus or minus) in their invoice.

(2) All other:

Contractors are responsible for indicating on their shipment invoice whether a currency adjustment payment is due them, whether no currency adjustment payment is to be made or whether a currency adjustment payment is due MTMC. If a currency adjustment payment is due the contractor or MTMC the contractor must compute the value of the payment (or credit) and indicate this on the shipment invoice. If there is no currency adjustment payment, the contractor shall indicate on the invoice "No Currency Adjustment Payment". CAF for authorized agent shipments will be paid using this process.

Table 1 Routes and Currencies

Route	**Country**	**Currency**
01	Japan (includes Okinawa)	Yen
01	S. Korea	Won
05 and 11	United Kingdom	Pound
05 and 11	Germany, Belgium, Netherlands	Euro
06 and 12	Spain, Italy	Euro

3.0 Maritime Clause.

3.1 Application of COGSA. The United States Carriage of Goods by Sea Act (COGSA) 46 U.S.C. 1300 *et seq.* is incorporated into this solicitation and shall apply to the ocean transportation of all goods (including goods in containers stowed on deck, which shall be considered as goods stowed under deck) under any Shipping Order with the same force and effect as if the Act applied to such carriage by express provision therein; except that as to deck cargo the Government shall bear the risk of perils inherent in deck carriage provided, however, in case of loss, damage or shrinkage in transit, the rules and conditions governing commercial shipments shall not apply as to the period within which notice thereof shall be given the contractor or as to the period within which claim, therefore, shall be made or suit instituted. For the purpose of interpreting Section 4 of the Act "Limitation of Liability" a container shall not be considered one package. The limitation of liability set out in Section 4 of the Act shall apply to each package, and for cargo not in packages to each measurement ton of cargo . The carriage of cargo under any Shipping Order issued pursuant to this solicitation shall not be deemed or construed to be the carriage of cargo pursuant to special terms and conditions as provided for in Section 6 of the Act; and nothing in this solicitation is intended to relieve the contractor or the vessel from liability for loss or damage to or in connection with the goods arising from negligence, fault or failure in the duties and obligations provided by the Act or to lessen such liability otherwise than as provided therein. The contractor shall be liable as a common Carrier by land for any loss of or damage to cargo while being transported under this solicitation between any inland origin and the vessel's side and between the vessel's side and any inland destination.

3.2 Scope of Voyage (Liberties).

3.2.1 In any situation, whatsoever or wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the contractor or master of the vessel is likely to give rise to capture, seizure, detention, damage, delay or disadvantage to or loss of the vessel or any part of her cargo, or to make it unsafe, imprudent, or unlawful for any reason to begin or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual place of discharge in such port, the master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the Government's goods may, upon notification to and with the consent of the Contracting Officer, discharge the goods into another port, depot, lazarette, craft, or other place, or retain the goods on board until the return trip or until such other time as is deemed mutually advisable. This

notice shall include, but not be limited to, the planned port of discharge of the cargo and any measures planned to protect the cargo. If the Contracting Officer determines that the planned disposition of the cargo is not in the Government's best interest, the contractor shall comply with the PCO's direction to the contractor to divert the cargo to a port of the Government's choice and to make any other arrangements for the cargo the PCO deems necessary to protect the Government's interest. The contractor may be entitled to an equitable adjustment to the Contract for actions taken pursuant to the PCO's direction. However, for any services rendered without prior notice to and consent of the Contracting Officer, the contractor shall not be entitled to an equitable adjustment. In no such case shall freights be payable until the goods are delivered to the named destination on the Shipping Order. In any event, the contractor shall at all times be responsible to assure the security and protection of the cargo until relieved of such responsibility by the Government or its designated agent.

3.2.2 The contractor, the master and the vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the Government of any nation or department thereof or any person acting or purporting to act with the authority of such Government or of any department thereof, (or by any committee or person having, under the terms of the war risk insurance on the vessel, the right to give such orders or directions). Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The vessel may carry seized contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

3.3 Force Majeure.

The act of God, enemies, fire, restraint of princes, rulers of people, and all dangers and accidents of the seas, rivers, machinery, boilers and steam navigation, and errors of navigation throughout this Contract are mutually excepted. The vessel shall have the liberty to deviate for the purpose of saving life and property, to tow or to be towed, to sail with or without pilots, or to go into dry dock or into ways with or without cargo on board. However, in no case shall the contractor be entitled to extra compensation for such a deviation and the contractor shall not be relieved of responsibility for delivery of cargo to the destination named in the Shipping Order.

3.4 Strikes.

3.4.1 Loading Port -- In the event the vessel or the loading of the vessel is delayed by reason of strikes or stoppage of work, the contractor may, at the loading port dispatch the vessel with such portion of the cargo as may then be on board.

3.4.2 Discharge Port -- In the event the vessel or discharge of the vessel is delayed by reason of strikes or stoppage of work, the contractor at the discharge port may discharge the cargo still on board or with the approval of the Government dispose of the cargo or any part of it at the Government's risk and expense.

3.5 Amended Jason Clause. In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the contractor is not responsible, by statute, contract, or otherwise, the goods, Shippers, consignees, or owners of the goods shall contribute with the contractor in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salvaging vessel is owned or operated by the contractor, salvage shall be paid for as fully as if such salvaging vessel or vessels belonged to strangers.

3.6 General Average: General average shall be adjusted, stated and settled, according to York-Antwerp Rules 1974 as amended 1990, at such port or place in the United States as may be selected by the contractor, and as to matters not provided for by those Rules, according to the laws and usages at the Port of New York. In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship.

3.7 Liens

3.7.1 Seizure of Cargo: The contractor agrees that it will not assert any type of lien, including a maritime lien, on any cargo shipped by the Government under this Contract. The contractor further agrees that it will not take any action to seize, arrest, hold, or otherwise detain such cargo through any judicial process in the U.S. or any foreign country. The contractor agrees to insert this clause in all subcontracts at any level and to expend any resources necessary to expeditiously enforce the provisions of this clause against such subcontractors.

3.7.2 Freight: There shall be no liens, including maritime liens, asserted on any freights payable by the Government under this contract. The Contractor agrees to insert this clause in all subcontracts at any level and to expend any resources necessary to expeditiously enforce the provisions of this clause against such subcontractors.

4.0 War Risk

4.1 Compensation. In the event it is necessary for the carrier to pay additional premiums to extend the coverage of crew, hull and machinery, protection and indemnity insurance and insurance covering the loss and damage of cargo while aboard the vessel to include war risks , or to pay crew war risk bonuses as a result of the vessel entering the war risk area, the Government shall reimburse the contractor at the appropriate rate filed on carrier's commercial tariff. For carriers that do not have filed commercial tariffs for such War Risk charges, the Government shall reimburse the Contractor for a percentage of such extra premium and bonus payments based on the ratio existing between the cargo carried for the account of MTMC and the total cargo aboard the vessel which is loaded or discharged at ports within the War Risk area.

4.2 If Commercial Marine, War Risk, and Liability Insurance is not available or if Marine, War Risk, and Liability Insurance through the Secretary of Transportation under Sections 1202-1205 of the Merchant Marine Act of 1936, 46 App. U.S.C. 1282-1285, is available at a lesser rate, the Procuring Contracting Officer (PCO) reserves the right to require contractors to obtain the necessary Marine, War Risk, and Liability Insurance from the Secretary of Transportation. Further, in the event that the Secretary of Defense, or his/her authorized designee, is authorized to provide and does provide indemnification to the Secretary of Transportation under Section 1205 of the Merchant Marine Act, 1936, 46 App. U.S.C. 1285, for Marine, War Risk, and Liability coverage without premium, the Contracting Officer reserves the right to require the contractor to obtain such insurance from the Department of Transportation and no premiums as set forth in Paragraph (1) above will be paid to the contractor by the Government.

4.3 Limitation of Government Liability. No payments shall be due from the Government under this Section unless and until the contractor shall also assess such charges against commercial cargo loaded or discharged in the war risk area.

4.4 The contractor agrees to add the United States Government as an additional assured on its War Risk Policy with waiver of subrogation noted, for which the Government has agreed to reimburse the extra premium under this Section.

5.0 Damage to Carrier Equipment

5.1 Should a container, chassis, tractor, or any other piece of contractor equipment, excluding the vessel, be damaged or lost by act, neglect or failure of equipment of the Government, its agents, employees or contractors (other than the prime contractor) while such contractor equipment is in the custody of the Government, its agents, employees or contractors (other than the prime contractor), the Government shall repair or reimburse the contractor the least of the following: the reasonable costs of repairs or the fair market value of the container immediately prior to the loss or damage. The contractor will assign to the Government any rights, causes of action, or other claims which the contractor may have against third parties with respect to such damage. The Government shall not be liable for the repair of any damage under this Section unless written notice specifying such damage shall have been given to and acknowledged by the Government or its authorized representative at the time custody of the container or other equipment is returned by the Government to the contractor.

5.2 Carrier equipment shall be considered lost when theft or disappearance is certified as such by the Ordering Officer (OO)/Contracting Officer's Representative (COR) or its representative and upon concurrence by the Contracting Officer. In addition, OO/COR may certify as lost those containers whose return to carrier is impracticable or impossible due to conditions existing at destination, again subject to Contracting Officer concurrence. No pre-determined time frame shall govern when equipment must be declared lost under this Contract. Once a piece of contractor equipment is certified as being lost, any per diem or detention or liquidated damage charges accruing for account of either the contractor or the Government shall cease, effective with the date specified in the certification. Accrued charges after the date of certification shall be canceled and not considered part of the reimbursement to the contractor.

6.0 Shipments by Authorized Agents of the Government

6.1 The following provisions apply only for authorized agent shipments which include, but are not limited to, shipments of Code 3 Military by Household Goods (MHHG) International Through Bill of Lading (ITGBL) Carriers and privately owned vehicles (POV) by Global POV Contractors.

6.2 Booking of cargo.

6.2.1 Shipments booked by authorized agents will be booked in accordance with the instructions provided by MTMC OPS based on best value criteria used to award cargo on the designated routes., consistent with VISA priorities; and the low price technically acceptable Contractor on the non-designated routes who can best meet the delivery requirement.

6.2.2 Shipper agrees to offer cargo for booking upon no less than 5 working days notice prior to a port departure date unless a later time is agreed upon by the parties. The contractor providing the transportation service must accept an offering of cargo and notify the shipper of such acceptance, as specified in paragraph 4.2.1.3.

6.2.3 The shipper will prepare a delivery order in a format as mutually acceptable by the parties. The delivery order shall be evidence of ownership and will constitute the contract of carriage issued to the contractor.

6.3 Submission of Status Reports. Contractors must provide reports to the authorized agent who ordered the transportation services as prescribed in paragraph 4.4.2.1; however, rather than reporting at the Transportation Control Number (TCN) level, the contractor may report by delivery order when mutually agreeable by the parties.

6.4 Payment. The authorized agent shall make payment directly to the contractor providing ocean service thirty days after receipt of an invoice. The contractor must invoice directly to the authorized agent for payment of services rendered to include detention. The contractor must notify the Contracting Officer if payment is not received within forty-five (45) days after submission of invoices to the authorized agents.

7.0 CARRIER PROTECTION FROM COMPETITION - A carrier receiving an initial base period award or an option period award for this contract shall, during the respective base or option period of this contract, be protected from the subsequent competition of other carriers after that initial award within the limitations of the Cargo Preference Act of 1904. This carrier protection encourages initial full and open competition, protects the integrity of the contracting process, facilitates a streamlined acquisition process, promotes DOD's sealift readiness goals implemented in the VISA priorities, and complies with applicable law.

(a) Cargo Preference. The availability of U.S. flag service will be evaluated up to the date for responses to the RFP that resulted in this contract. While initial awardees may be subject to contractual remedies for failure to provide promised U.S. flag service, an initial award for foreign flag service that complies with law at the time of award will be displaced during the period of the contract by another carrier's subsequent offer of U.S. flag service for the same requirement only in accord with the following procedures.

(1) Initial award(s) will not be displaced until the minimum cargo guaranteed to the initial awardee(s) has been offered to the awardee(s).

(2) If a "late" offer is received after initial awards under this contract and has been evaluated as acceptable by the government, the government will provide the initial awardee(s) for the requirement met by the "late" offer a sixty (60) day notice of that decision before ordering transportation against a contract awarded to the "late" offeror.

(3) Initial awardees displaced by a "late" offeror remain eligible to receive future orders for transportation when the "late" offeror is unavailable or as otherwise authorized by this contract and applicable law.

(b) VISA Status: In that VISA status relates to a carrier's VISA commitment whereas VISA Priority relates to both VISA commitment of the carrier and flag status of a particular service, the VISA status of an offeror will be evaluated up to the date for responses to the RFP that resulted in this contract, or the date for responses to the option period. A contract awardee may be subject to contractual remedies for failure to maintain at least the same VISA status throughout the respective base or option period of this contract. However, minimum cargo commitments awarded that properly reflect all offerors' VISA status at the time of responses to the RFP or option period will not be negated during the respective base or option period as a result of one or more contract awardees subsequently attaining a higher VISA status.

(c) Should a carrier reduce its ocean, inland or single factor rates during the base or option period of this contract, its competitive position in relation to other carriers shall be determined on the basis of its rates submitted for the base or option period.

(d) Late Rates

1. MTMC will not accept offers of late rates from carriers that were not awarded any contracts as a result of this solicitation unless the carrier is offering U.S. flag service or combination U.S. flag service that cannot otherwise be obtained from carriers that were awarded contracts. In such case, paragraph 7.a applies.

2. MTMC will negotiate late rates with carriers that were awarded contracts as a result of this solicitation, but MTMC will book cargo under such rates only when: (i) the late rates involve a service with a higher VISA priority than the service otherwise available to the Government under initially awarded rates; or (ii) capacity from carriers with initially awarded rates is not available to meet the requirement. Carriers awarded contracts for the base contract period may propose rates for additional routes for the option year and will be eligible to compete for cargo on the additional routes. However, such carriers will not receive awards of any minimum cargo commitments on the additional routes.

3. Carriers party to the contract during the basic contract period may offer new service on routes on which that carrier had no award during the basic contract period in anticipation of new award during the option period. Contractors who had awards on these routes during the basic contract period are not protected from this new competition on those routes during the option period; the protection described in subparagraph 7.d.2 does not apply to this situation. A contractor awarded a new contract for the option period on a route on which it had no contract during the basic contract period, will not receive an award or share of the MCC already awarded to the contractors originally awarded these routes (at time of contract award). All contractors with a contract for a route during the option period and any extension shall compete equally for all cargo volumes over and above the MCC based on a contemporaneous trade-off basis. A similar ability to offer new service on a route will not exist at the time of contract extension, if any; the offer of new rate at time of contract extension would processed under paragraph 7.d.2, not paragraph 7.d.3.

8.0 Multiple Award Task Order Contract and Delivery Order Contract Ombudsman

a. In accordance with FAR 16.505(b)(5), the following individual has been appointed as ombudsman for multiple award task order and delivery order contracts issued by this organization:

Mr. Francis A. Giordano
Military Traffic Management Command
ATTN: MTAQ-D, 12S45
200 Stovall Street, Hoffman Bldg II
Alexandria, Virginia 22332-5000
Telephone: (703) 428-3300
Facsimile: (703) 428-3364
E-mail Address: giordanof@mtmc.army.mil

b. The ombudsman has the authority to review contractor complaints that they have not been afforded fair opportunity to be considered for award of a particular task order or delivery order under a multiple award contract.

c. A contractor who receives an award under a multiple award contract may contact the ombudsman with a complaint concerning the award of a particular task order or delivery order placed under the multiple award contract.

(1) The contractor is encouraged to try to resolve the issue with the Contracting Officer prior to contacting the ombudsman. However, contractor complaints to the ombudsman must be made within five (5) workdays of the award under complaint.

(2) The ombudsman's authority is limited to issues pertaining to the awarding of task orders and delivery orders under multiple award contracts. Contractor complaints directed to the ombudsman shall be confined to these issues. All other complaints will be outside the authority of the ombudsman and will be returned to the contractor without action.

d. Upon review of the facts, the ombudsman will determine whether or not the contractor was afforded a fair opportunity to be considered consistent with the procedures in the contract and either:

(1) Deny the contractor's complaint; or,

(2) Require that the Contracting Officer take corrective action regarding the complaint.

e. If the Contracting Officer does not agree with the decision of the ombudsman, the matter shall be referred to the cognizant Principal Assistant Responsible for Contracting for final decision.

f. These ombudsman procedures are not subject to FAR 52.233-1, Disputes, with or without its Alternate I found elsewhere in this contract.

ALTERNATE DISPUTE RESOLUTION PROCEDURES (ADR)

BACKGROUND: Pub. L. 101-552, the Alternate Dispute Resolution Act encourages the use of alternative means of resolving disputes involving Government agencies. The Act is based on Congress' finding that alternative processes, including mediation, often "yield decisions that are faster, less expensive and less contentious and can lead to more creative, efficient and sensible outcomes."

PARTNERING: To most effectively accomplish this contract and resolve potential disputes, the MTMC Contracting Office proposes to form a cohesive partnership with the Contractor. Partnering lays the foundation for better working relations on a project including better dispute resolution. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget and on schedule. This partnering would be bilateral in make-up and participation will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price. All partnering procedures shall be conducted IAW applicable ADR laws and regulations.

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6.5.3	Mediterranean Interport (Route Index Number 20)
6.5.4	Mediterranean – Middle East Interport (Route Index Number 57)
6.5.5	Central America/Mexico (Route Index Numbers 28, 39 and 43)
6.5.6	Caribbean (Route Index Numbers 18, 37, 42 and 84)
6.5.7	Baltic (Route Index Numbers 10 and 32)
6.5.8	Middle East, South Asia and Indian Ocean Area (Route Index Numbers 07, 13 and 47)
6.5.9	South America (Route Index Numbers 53, 55 and 56)
6.5.10	Continental Europe & United Kingdom & Ireland – Middle East Interport (Route Index Number 02)
6.5.11	Oceania Area
6.5.12	Africa
6.5.13	Port Arbitraries

1.0 Background

1.1 Streamlined, Performance-Based Process

USTRANSCOM and its industry partners have streamlined the processes involved in soliciting, evaluating, awarding and administering contracts for Intermodal sealift. A strategy was developed that maintains a competitive environment, while considering the needs of both customers and suppliers, focuses on reducing costs and implementing performance-based contracts. The strategy has two major elements. They are:

- Streamline rates and data solicited;
- Streamline terms and conditions, e.g., eliminating redundant requirements and developing a performance-based work statement

1.2 Government/Industry Teamwork

This work statement has been developed by an Integrated Process Team, Government/Industry partnership, whose intent was to satisfy the elements of the strategy, while providing the foundation for competitively-awarded contracts for Intermodal sealift at increased levels of service quality at reduced costs to the Government.

2.0 Scope

2.1 International Cargo Transportation

This contract is to provide international cargo transportation services using ocean common or contract carriers offering regularly scheduled commercial liner service for requirements that may arise in any part of the world and involve ocean movement for the routes covered herein. Contractors under contract must be capable of providing ocean, intermodal and related transportation services to support their offered services as required herein.

This contract is primarily for U.S. Department of Defense (DoD) sponsored requirements. Other organizations may fill their requirements through this contract only as designated by the Procurement Contracting Officer (PCO).

2.2 General Scope

The general scope of services under this contract includes:

- Ocean transportation
- Related Intermodal movements
- Infrastructure
- Transportation services
- Management expertise

2.3 Excepted Cargo

Excepted type cargoes are included in the scope of this contract, but prices for movement of such cargo have not been negotiated at the time of award. The parties will attempt to reach a mutually agreeable price for the movement of “excepted type cargoes” before they can be booked. If the Government accepts a price submitted by the Contractor in response to a solicitation of a rate for a proposed Government modification, the Government may issue a priced amendment for the movement of “excepted type cargo” under the changes provisions of FAR 52.212-4.

2.4 Government Volume Commitments

The minimums identified below must only apply to awardees providing US-Flag or combination service during the term of the contract. Empty government owned or leased containers will not be used to satisfy minimums under this requirement. Space available cargo accepted by the Contractor must be counted toward the minimum cargo commitment.

2.4.1. Container Minimums – Designated Routes

The Government commits to ship the following annual minimum volume of forty-foot equivalent (FEU) for each outbound route/zone indicated below during the base period of the contract.

Outbound Routes/Zones	Minimum FEUs	
01	5100	West Coast/Far East
05/11	2307	East & Gulf Coasts/Europe & UK
6A/12A	692	East & Gulf Coast/West Med

In the case where the Government fails to ship the minimum guaranteed cargo on a designated route, the Government will pay the contractor $250.00 per FEU shortfall in place of actual damages.

2.4.2 Breakbulk/Roll-On Roll Off (RoRo) Minimums – Designated Routes

The Government commits to ship the following annual minimum measurement tons (MsT) for each designated outbound route/zone during the base period the contract for each of the following:

Outbound Routes/Zones	Minimum MsT	
01	32,950	West Coast/Far East
05/11	11,500	East & Gulf Coasts/Europe & UK
6A	1,500	East Coast/West Med

In the case where the Government fails to ship the minimum guaranteed cargo on a designated route, the Government will pay the contractor $7.00 per MsT shortfall in place of actual damages.

2.4.3 Option Year Minimums

The Government commits to a minimum guarantee of cargo for each designated outbound route/zone which is sufficient cargo to ensure full compliance with FAR 16.504(a)(2), more than nominal quantities and economically viable revenue based to support any accepted service.

2.4.4 Tonnage Minimums

The Government commits to ship one measurement ton or 1 FEU container as appropriate for awardees of inbound service for route/zone combinations 01, 05/11, 6A and all other outbound/inbound/interport routes listed herein for the base year of the contract. The same commitment applies separately to the option period.

2.4.5 Maximum Cargo

The maximum cargo to be shipped under this solicitation for trade routes/zones identified herein must not exceed total dead weight capacity with all Contractors during the term of these documents.

2.5 Reserved

2.6 Period of Performance

2.6.1 Base Period

The one-year base period of performance for this contract is 1 March 2003 through 29 February 2004.

2.6.2 Option Period

The one year option period of performance for this contract is 1 March 2004 through 28 February 2005, contingent upon FAR 52.217-9.

2.7 Hazardous Cargo

2.7.1 Limitations of Contractor's Obligation

1. The Contractor must have the right to reject hazardous cargo including explosives; or any cargo deemed to be dangerous or obnoxious in character other than such cargo for which a specific commodity rate is provided herein.

2. The Contractor must refuse to transport hazardous cargo either by land or by ocean, which does not conform in all aspects to applicable U.S. or foreign Governmental regulations.

3. A list of hazardous cargo expected to be shipped under this contract is at Attachment 1. Contractors will identify to the PCO any cargoes listed on this attachment, which are precluded from carriage due to Contractor policy (versus regulatory preclusion) prior to award. Unless contractors have specifically identified which commodities are precluded from shipment on their vessels, contractors must accept all commodities listed at Attachment 1 when they are packaged, labeled, and documented in compliance with regulatory requirements. Contractors must notify the Contracting Officer of any changes to the precluded hazardous cargo list during the contract period.

2.7.2 Data Safety Work Sheets

The use of "tremcards" are required in some countries to describe procedures in event of problems during the transit of hazardous commodities. Where this requirement exists, contractors are required to issue "tremcards" to their subcontractors in conformance with local requirements when the inland movement is included in the services ordered by the Government.

2.8 Quality Control, Reporting, and Records

2.8.1 Quality Control

1. The Contractor must establish and maintain a Quality Control Plan (QCP) to ensure quality service is provided throughout the terms of the contract.

2. The QCP will include as a minimum how the Contractor intends to meet the requirements of all performance objectives and the mechanisms that will be used to monitor and proactively manage DoD shipments moving in the contractor's system.

3. The Contractor QCP will be submitted to the Contracting Officer (CO) within thirty (30) calendar days from the date of contract award. The Contractor will revise the QCP and resubmit it to the CO within ten (10) calendar days after notification by the CO of deficiencies requiring correction.

4. The Contractor will immediately notify the Contracting Officer Representative (COR) of any problems or failures that may impact on performance. The contractor will provide the COR with a written plan of action within ten (10) business days of the contractor's self-identification or awareness of a potential problem or deficiency. This plan will detail the methodology for correcting the problem or deficiency and an assurance of the specific time required to bring performance back to a satisfactory level.

5. The CO and the COR will monitor contractor performance and compliance with the terms and the conditions of the contract using standard techniques as inspections, Government generated management reports, carrier reports and customer feedback. The COR in conjunction with the CO will conduct periodic meetings with the contractor to discuss operations, problem areas and at a minimum, perform quarterly performance reviews.

6. The quarterly performance reviews will be conducted based on results from customer feedback. Contractor submitted reports and Government generated reports.

7. The monthly performance data and contract compliance will be provided to ordering officers as part of information used in determining best value contractors. Information from the quarterly reports will be compiled cumulatively to provide annual reports of past performance for use in past performance evaluations for future awards.

2.8.2 Reporting

1. Performance Reporting – Contractors will provide a monthly performance report to the Contracting Officer (CO) for each awarded contract.

2. The monthly performance report will:

Identify monthly trends in performance for the following performance objectives (as a minimum). The Contractor is required to provide the Government with written explanation of corrective action within ten (10) business days after receipt of a Contract Discrepancy Report (CDR) from the CO.

Performance Objective No.	Performance Standards	Quality Level Guidance	Surveillance Method	Government Actions
PO #s 13 and 14	Space Commitments (10% of vessel capacity)	0% (100%)	Contractor Reports and Government generated data	Evaluate contractor quarterly
PO #s 26 and 79	On-Time Delivery (Meets Required Delivery Date (RDD))	5% (100%)	Customer Surveys and Contractor Reports	Evaluate contractor quarterly
PO #73	Sailing Frequency - Fixed day of week - Weekly Sailings	0% (100%) 10% (100%)	Customer Complaints and Contractor Reports	Evaluate contractor quarterly
PO #70	Tracking Data (Timeliness and Accuracy)	5% (100%)	Contractor Reports and Government review of contractor generated data	Evaluate contractor quarterly

a. Provide specific details for shipments failing the performance standards for all objectives and a correction plan.

b. Highlight specific problems that preclude the contractor from meeting the performance objectives. Some examples of problem areas are container no-shows, custom clearance delays, container detention, equipment damage, vessel scheduling deviations or changes, missing and/or late documentation, hazardous cargo, etc.

c. Provide recommendations to improve service and achieve cost efficiencies.

d. Identify any liquidated damages and detention to be assessed from previous reports.

2.8.3 Format and Submission Dates.

1. The contractors and the Government will jointly develop specific guidance concerning the format of monthly reports. Performance reports will be submitted to MTMC FEVA CORs no later than the 10th business day of each month for the previous month. If the 10th of the month falls on the weekend, reports are due the next business/working day of that month.

2. The use of electronically transmitted data in standardized formats will be maximized. The submitted information will be complete, timely and accurate as possible.

3. The Contracting Officer will schedule meetings with contractors as early as possible after contract award of contract to develop format guidance.

3.0 Reserved

4.0 Performance Requirements

Performance Requirements in this document are expressed in the following manner:

Each performance requirement may contain the following three elements. In each case, when taken together, these elements constitute a performance requirement.

- **Performance Objective** - A statement of the outcome or results expected of the contractor (not output!)

- **Performance Measures** – The critical few characteristics or aspects of achieving the objective that will be monitored by the Government, those things that the Government will analyze. Each objective may have one or more measures.

- **Performance Standards** – The targeted level or range of levels of performance for each performance measure)

Use of Performance Measures/Standards

Not every performance objective in this contract has a related performance measure or performance standard. However, every performance objective is a contractual requirement. For those performance objectives that do not specify a measure or standard the measures and standards are IAW standard commercial practices, i.e., substantial compliance with local customary trade practice. Performance measures/standards, where specified, may be used to achieve a variety of goals, including collection of data to test the practicality of a performance standard; identification of a performance standard of less than 100% compliance; emphasis on most critical performance objectives; collection of data to support quality assurance and contractual remedies (including evaluation of past performance, discussion at Quality Council meetings, etc.) and similar goals.

4.1 General

All in Rates
Rates solicited for services obtained under this contract are "all in" rates except for Currency Adjustment Factor (CAF), Bunker Adjustment Factor (BAF), accessorials identified, and other cost responsibilities cited herein.

4.1.1 Alternate Service

Performance Objective No. 1 – The Contractor must be responsible for services required by the booking, even if the Contractor makes alternate arrangements with another provider.

Performance Objective No. 2 – The Contractor must notify the Ordering Officer (OO) of the alternate arrangements prior to implementation.

Performance Measures	Performance Standards
OO notified	100%

Performance Objective No. 3 – The Contractor must use the Voluntary Intermodal Sealift Agreement (VISA) priorities when making alternative arrangements and cannot use a lower VISA priority without approval of Military Traffic Management Command (MTMC).

Performance Measures	Performance Standards
VISA priorities used	100 %

4.1.2 Recurring Service Failure Resolution

The Contracting Officer reserves the right to obtain service from another source when:

a. The Contractor is unable to provide the service specified within this contract, or

b. The Contractor fails to complete ordered service within the time and service requirements described in a Performance Objective (and Performance Measure and Performance Standard, where applicable), where a systematic problem exists in the judgement of the Contracting Officer.

The Contracting Officer will provide the Contractor with prompt written or electronic notice of the Contractor's inability to provide the required service before obtaining service from another source. The action by the Government to obtain service from another source is a remedy independent of other remedies provided in this contract, will not necessarily constitute "default" or require remedies in this contract for default, will not preclude the Government's rights in the event of Contractor default, and will not preclude the Government's use of other remedies provided in the contract.

In the event the Government must obtain service from an alternate contractor, the associated volume will be deducted from the Contractor's minimum volume commitment (MVC) and will not be counted towards the alternate Contractor's MVC (if any).

The Contractor must provide the Government evidence that it is once again capable of providing service in accordance with the contract requirements and the Contracting Officer will promptly decide whether that evidence warrants reinstatement of the Contractor's service.

4.1.3 Invoicing and Payment

Performance Objective No. 4 – Contractor must prepare and submit invoices or proper documentation for payment of shipments in accordance with the procedures in Attachment 6. Where the MRM 15 Program has already been implemented by the effective date of the contract the Contractor must comply with the payment procedures for this program. Contractors will be provided 30 days advance notice for implementation of MRM 15 for shipments not covered by the program by the effective date of the contract.

4.1.4 Permanent Service Changes

If the Contractor notifies the Contracting Officer of a permanent change in service and if the change meets the requirements for initial award of that service, initial contract rates must apply to the changed service. If the changed service no longer meets the initial award of that service, the PCO has the right to adjust the award minimums.

Performance Objective No. 5 – The Contractor must notify the Contracting Officer at least 30 days prior to implementation of permanent changes in the Contractor's commercial service. All bookings accepted prior to notification of permanent service change must be performed in accordance with the booking and all terms contained herein.

4.1.4.1 Dry-Dock Initiated Service Change

Performance Objective No. 6 -The Contractor shall notify the Contracting Officer in writing of scheduled dry-dockings at least 4 months prior to the scheduled dry-dock date. Emergency dry-dockings must be notified to the Contracting Officer promptly in writing upon determination of the emergency dry-dock requirement.

4.1.5 Customer Service Assistance

The Contractor must establish/designate a customer service activity to be responsive to Government activities that require assistance. Government activities must be able to contact a person representing the Contractor throughout the business day to obtain expert assistance in answering questions, exchanging information and resolving problems. A single focal point for each Government activity is desirable. The Contractor will provide specific points of contact for each Government shipper no later than seven (7) days after contract award.

Performance Measures	Performance Standards
a) Points of contact provided to all Government shippers	Within 7 days after contract award
b) Provide responsive assistance	Initial customer consultation within one (1) business day

4.1.6 Electronic Data Interchange

Performance Objective No. 7 – The Contractor must use Electronic Data Interchange (EDI) or Ocean Carrier Interface (OCI) (or successor system) as the primary means for interfacing with the Military Traffic Management Command (MTMC).

In those Government locations where neither EDI nor OCI are available (Integrated Booking System (IBS) is not supported), the Contractor must use hard-copy facsimiles.

Note: MTMC has OCI training available to Contractors.

Performance Measures	Performance Standards

a) Interface using the following order of preference:	100% compliance with order of preference

- EDI
- OCI

4.1.6.1 Changeover at Booking Offices Not Initially Supported by IBS

Performance Objective No. 8 – The Contractor must commence the use of EDI or OCI (or successor system) with booking offices not supported by IBS at the effective date of this contract, subject to the Government providing at least one hundred eighty (180) days advance notice of requirement to begin exchanging electronic information at such sites.

4.1.6.2 Transaction Sets and Concepts of Operation

Performance Objective No. 9 – The Contractor must use the Defense Transportation Electronic Data Interchange (DTEDI) approved Implementation Convention for the ANSI X-12 300, 301, 303, and 315 transaction sets in compliance with their approved concepts of operations. Versions 3060, 4010 or later are required. The Contractor will implement changes to business processes contained in revisions to Transaction Set Implementation Conventions and their controlling concepts of operations as may be approved by the Ocean ACI Committee. These changes must be implemented in accordance with schedules approved by the Ocean ACI Committee.

4.1.7 Quality Council Meetings

Performance Objective No. 10 – The Contractor must assist the Government in an effort to continuously improve the processes involved in providing excellent international cargo transportation services.

The Contractor's assistance must include participation (preparation, active participation, and follow-up) in four (4) quality council meetings during each year of this contract. The purpose of the Quality Council meetings is to identify and develop solutions to operational problems.

4.1.8 Exchange of Documents

The following documents in order of priority constitute the contract of carriage: USC04 contract, TCMD-shipping instructions, and the "booking." The Government and Contractor must cooperate in the maintenance, and, upon request, exchange of documents.

Performance Objective No. 11 – The Contractor must maintain, and upon request, exchange documents that they maintain in the normal course of business which evidence performance of transportation pursuant to this PWS. Such shipment records include, but are not limited to:

- Vessel papers
- Manifests
- Receipts
- Lift Reports
- Arrival notices
- Payment documents
- Verified Shipping Instructions

4.1.9 Service Commitments

4.1.9.1 Service Consistency

Performance Objective No. 12 – The Contractor must maintain a regularly scheduled and consistent commercial liner service conforming to the service offered in the Contractor's schedules maintained in IBS. (See Performance Objective No. 5) The parties recognize that contractors providing breakbulk services have a more flexible schedule than contractors providing container services. Thus, breakbulk carriers are not required to provide regularly scheduled service with consistent intervals at all ports of call, provided, there is some regularly scheduled service on the routes they offer.

Performance Measures	Performance Standards
Regular scheduled liner service	Maintains schedule within a 20% variance of schedule in IBS, as posted in IBS 7 days prior to the sail date.

4.1.9.2 Space Commitment

Performance Objective No. 13 – A "container" Contractor must reserve 10% of vessel capacity for the booking of Government cargo on each U.S. flag vessel sailing from CONUS on the designated routes in Section 2.4.1.

Performance Objective No. 14 – A "breakbulk/RORO" Contractor must reserve 10% of vessel capacity for the booking of Government cargo on each U.S. flag vessel sailing from CONUS on the designated routes in Section 2.4.2 of this PWS.

Performance Objective No. 15 – In the event the contractor fails to accept bookings for cargo up to its minimum guarantee for any sailings, the contractor must pay the Government $250.00 for FEU shortfall or $7.00 per MsT shortfall.

4.1.9.3 Reserved

Performance Objective No. 16 – Intentionally left blank.

4.1.9.4 Alternate Ports Breakbulk/RORO Contractors

Performance Objective No. 17 – Where there are breakbulk/RORO (Free In and Out (FIO)) port arbitraries in the Table of Accessorial Rates, the Breakbulk/RORO Contractors, must carry cargo to the ports described in the booking.

4.1.9.5 Charges and Taxes Responsibility

The Contractor must pay all dues, charges and taxes customarily levied on the vessel, and howsoever the amount thereof may be levied. The Contractor must pay all taxes levied on the freight charges. The Government will pay all dues, charges, duties, and taxes customarily levied on the cargo, and howsoever the amount thereof may be assessed.

4.2 Shipment Booking and Scheduling

The Contractor must provide the services as identified in the booking. Cargo booking with the contractors will be done IAW VISA priorities.

It is recognized that during the life of this contract there may be a successor booking and scheduling system which may require changes to business processes and modification to the current contracting language.

4.2.1 Shipment Booking

Cargo will be offered to awardees to ensure compliance with awarded cargo minimums by route/zone. On designated routes (See Para 2.4) with award to multiple carriers, all cargo will be booked to contractors at the discretion of Ordering Officers based on a tradeoff analysis of technical capability/service, past performance and price, subject to VISA priorities. On non-designated routes, cargo will be offered to the low price technically acceptable subject to VISA priorities. Awarded contract minimums for the base period or the option period must be satisfied by the expiration date of the base or option period.

4.2.1.1 Booking Transaction Sets

Performance Objective No. 18 – Where EDI is used, the Contractor must receive or transmit, as appropriate, the following transaction sets: (See Performance Objective No. 6).

- Contractor receiving order data, 300 (Delivery order, the booking, including increases and decreases)
- Cancellation data from OO/COR, 303 (OO/COR cancellation)
- Contractor Ordering confirmation data, 301 (Confirmation of order, Contractor to OO/COR)

4.2.1.2 Order Acceptance

In the absence of other established written procedures, issuance of a booking number by the Contractor through EDI, OCI, Direct Booking, or facsimile communication to the Government constitutes acceptance by the Contractor of the Government order. A Government order accepted in this manner will be deemed a "booking." The parties may subsequently agree to amendments/changes prior to delivery, except as specified at 4.3.1.3.6. Should the carrier use auto-accept or other processes that provide a booking number in advance of full evaluation of the offer, counter offers received within timeframes for accepting offers will supercede the earlier booking acceptance.

Performance Objective No. 19 – The Contractor must accept orders to book shipments, up to its space commitment (See Performance Objectives 13 and 14), if the Government orders are received no less than five (5) working days prior to a local cut-off for a scheduled sailing. EXCEPTION: Empty government owned or leased containers will be booked on a space available basis. Empty containers will be offered to the carrier, who will propose space for them on the first sailing for which space is available.

4.2.1.3 Response to Orders

Performance Objective No. 20– The Contractor must respond to all Government orders on the same working day they are received, if the Contractor receives the order prior to 1430 local time. Contractor responses for orders received after 1430 local time must be provided by 1200 local time of the next working day.

Performance Measures	Performance Standards
Timely response	98%

4.2.2 Schedule Maintenance

4.2.2.1 Schedules

Performance Objective No. 21 – The Contractor must maintain continuous commercial vessel schedules within IBS or successor system, with the initial input of any voyage being at least 45 days prior to the earliest sail date of that voyage. The Contractor must provide hardcopy schedules to the booking office, where IBS is not implemented, beginning at least 45 days prior to the earliest sail date of that voyage.

Performance Measures	Performance Standards
a) Schedules maintained	100%
b) Initial input of schedules for any voyage being at least 45 days prior to earliest sail date	100%

4.2.2.2 Vessel Cut-offs

Performance Objective No. 22 – The Contractor must provide MTMC Fort Eustis (FEVA) local vessel cutoffs for each origin within CONUS no later than seven (7) days after contract award and must keep MTMC FEVA apprised of changes. If the contractor does not provide MTMC FEVA with cut-offs, the default cut-off is one day before the scheduled sailing cut-off for each 300 miles from the port to the origin point rounded to the nearest whole day.

Performance Measures	Performance Standards
Cutoffs provided	Recorded for past performance purposes

4.2.2.3 Port Arbitrary Schedules

Performance Objective No. 23 – Intentionally left blank

Performance Objective No. 24 – Where there are awarded breakbulk/RORO port arbitraries in the Table of Accessorial Rates, the Contractor must include ports covered by the port arbitrary in their schedules.

4.2.2.4 Canceled Shipments/No Shows

Performance Objective No. 25 – The Contractor must accept cancellation of shipments of booked cargo, without penalty to the Government, if cancellation notice is provided by the Government at least one (1) working day prior to the local cut-off for the vessel.

4.2.2.5 No Shows

If the OO/COR fails to cancel a booking or cargo is not available for lift on board the scheduled vessel through no fault of the Contractor, the cargo must be designated as a "no show". For container cargo, the Government will pay a sum of two hundred and fifty dollars ($250) for each container no show. For BB/RORO cargo, the Government will pay a sum of $7.00 per MsT, subject to a minimum of $100.00, for each no show. Any advances made by the Contractor must reduce the Government's liability for the number of "no shows" for the vessel voyage.

4.3 Transportation Requirements

Performance Objective No. 26 - Delivery is required by the RDD specified in the accepted booking. Unless otherwise specified in the SCR, the RDD for all container shipments will not be less than ten (10) calendar days after the scheduled discharge of the booked vessel at the port of debarkation. For breakbulk/RORO cargo, the RDD will not be less than four (4) days after the scheduled discharge of the booked vessel at the port of debarkation including alternate ports covered by port arbitraries.

Performance Measures	Performance Standards
RDD met	95%

If, for reasons other than force majeure or Government caused delay, the Contractor fails to deliver the cargo by the Required Delivery Date (RDD) specified in the accepted booking, the contractor must, in lieu of actual damages, pay the Government a lump sum of two hundred fifty dollars ($250) for each container and for each Breakbulk/RORO $7.00 per MsT, subject to a minimum of $100.00, shipment TCN delivered after RDD. Exception: Liquidated damages are not payable for shipments to Afghanistan, Pakistan, Uzbekistan, Kyrgistan, Tajikistan, and Kazahkstan.

The booking of POV's with the contractor is premised on the ability of the contractor to achieve the RDD associated with each individual POV. The ability of the contractor to achieve the POV RDD is determined by reference to the Ocean Transit, Inland Delivery and other time periods provided herein concerning the overall movement of cargo from the time it is tendered to the contractor by the government at origin until it is delivered at the designated destination in the booking/shipping order. In accepting a POV booking/shipping order, the contractor warrants that it can achieve delivery of the POV by the designated RDD under the terms and conditions of this contract. If the contractor fails to deliver a POV on or before the RDD, the Contracting Officer shall assess $30 damages per diem against the contractor. Damages shall be assessed for each day that the delivery exceeds the RDD, including the day of delivery, up to a maximum period of seven calendar days (maximum contractor liability of $210 per POV). The contractor may be exonerated from this liability only under circumstances constituting Force Majeure or an Excusable Delay (FAR 52.212-4(f)). The contractor is at all times required to deliver the POV as soon as possible following the conclusion of any Force Majeure or Excusable Delay circumstance. If the failure to achieve delivery by the RDD is partially excused, damages shall be assessed on a pro rata basis. The contractor bears the burden of establishing exoneration on the basis of any Force Majeure or Excusable Delay circumstance.

4.3.1 Container Requirements

4.3.1.1 Advance Transportation

4.3.1.1.1 Spotting Empty Containers

Performance Objective No. 27 - The Contractor must spot the requested equipment NLT the date(s) and time (AM or PM) and at the locations specified in the booking. A container which has been spotted by the Contractor for stuffing by the Government will be permitted a period of two (2) working days (exclusive of Saturdays, Sundays and Holidays) for stuffing before detention applies. Detention does not apply to locations with equipment pools. At least five (5) working days prior to the vessel's sailing, the carrier will notify the cognizant Ordering Officer of any containers which can not be spotted to meet booking requirements.

Performance Measures	Performance Standards
Container spotted as required	100%

Performance Objective No. 28– Reserved.

4.3.1.1.2 Containers Services

Less than container load cargo may be commingled with commercial cargo; contractor must provide cognizant Ordering Officer with same receipt/lift information as required by Paragraph 4.4.2.1 for preparation of shipping instructions. (see Rate Rules for rating formula).

Performance Objective No. 29 – The Contractor must provide stuffing, consolidating, stripping, sorting, and transloading services as specified in the booking or as ordered by the OO and will be paid at the Cargo Handling rates listed in the Table of Assessorials.

4.3.1.1.3 Container Pickup

Performance Objective No. 30 – When notified by the Government of readiness for pickup at least one (1) working day prior to local vessel cut-off at origin, the Contractor must pick-up stuffed containers to meet the booked vessel.

Performance Measures	Performance Standards
Meet booked vessel	100%

4.3.1.1.3.1 Government Failure to Release Containers

a. The Government will provide Contractor at least one working day prior to local vessel cutoff of any cargo which will not be available for the booked sailing. A new vessel will be designated based on the projected availability of cargo. This is considered a “roll over” and no-show charges in accordance with paragraph 4.2.2.5 are not applicable. However, should the “roll over” not show for the designated vessel and the booking is not cancelled in accordance with 4.2.2.4, the Contractor may charge the Government in accordance with 4.2.2.5 for a no-show.

b. The Contractor must in no event hold the Government liable vessel demurrage or dead freight by failing to release a container on time to meet a specified vessel sailing.

Performance Objective No. 31 – For containers that miss their booked sailing through no fault of the carrier, the contractor must load containers on the next scheduled sailing after receipt of containers from the Government.

Performance Measures	Performance Standards
Lifted to next vessel	100%

4.3.1.2 Ocean Transportation Requirements

4.3.1.2.1 Cargo Lift and Advancement of Cargo

Performance Objective No. 32 –The Contractor must lift cargo onto the vessel identified in the booking. The contractor is encouraged to advance containers to an earlier vessel to the maximum extent possible without bumping cargo already booked to the vessel and only after no-shows and roll-overs from previous voyages are lifted on the vessel. No prior approval is required from the Government. Within one (1) working day after vessel departure from each POE, the contractor must provide to the cognizant Contracting Officer Representative (COR) a list of cargo by TCN which were booked, but not loaded, and/or loaded, but not booked, and the reasons why cargo was not lifted as booked.

Performance Measures	Performance Standards
a) Lift as booked	100%
b) Report cargo not lifted as booked	100%

4.3.1.2.2 Customs Clearance

The Contractor must be responsible for all customs charges levied on the vessel.

The carrier shall notify the local military terminal commander or the cognizant OCCA of the impending arrival of the vessel at each port where government cargo is to be discharged under this contract. Such notice shall be given at least seventy-two (72) hours prior to arrival. The carrier shall provide a cargo list (via email), including TCN, consignee DODAAC and for container cargo, container number with alpha prefix, and provide the estimated date/time of vessel arrival and any variation from information previously furnished.

The Government will provide the contractor with appropriate customs documents at least one (1) business day before arrival of the vessel at the port of discharge. The Government is responsible for preparing all required cargo customs documentation.

Performance Objective No. 33 – The Contractor must deliver prepared customs documents to appropriate customs clearance officials.

Performance Measures	Performance Standards
Cargo documentation submitted to proper authorities on day of discharge or within one (1) working day of receipt of documentation from the Government	100%

The Contractor must include the service of delivering prepared cargo customs documents to appropriate customs clearance officials in the Contractor's rates and transit times for delivery of shipment.

EXCEPTION: The MTMC activity (currently the 831st Transportation Battalion) in Bahrain or its agent is responsible for preparing all documentation required for obtaining custom clearance of shipments into Saudi Arabia, and presenting the documents to the appropriate host nation officials.

The Contractor must ensure that, upon debarkation, containers remain at the ocean contractor's terminal until the necessary clearances have been obtained and completed documentation has been provided the Contractor to permit on-carriage of containers to final destination.

4.3.1.2.3 Notification of Cargo Held by Customs

Performance Objective No. 34 – The Contractor must promptly notify the COR, or designee, if cargo is held up by customs, or if the local port authorities require direct U. S. Government intervention for cargo terminal clearance.

4.3.1.2.4 Customs Services – Cargo Clearance

When Government representatives are unavailable to perform cargo customs clearance at Port of Discharge (POD) or inland clearance point, the Government may request Contractor to accomplish cargo customs clearance. The service will be requested in the booking request or as early in the process as possible. If accepted by the Contractor, the Contractor will be paid per container at the applicable accessorial rate. This service consists of coordination with consignee and local customs authorities to obtain and/or prepare (except for signature) all necessary documentation for custom clearance, delivering documents to the customs office, and ensuring documentation is provided to all local entities as required to permit release and on-carriage of cargo to final destination.

4.3.1.2.4.1. Customs Services – Cargo Clearance in Japanese ports (Nagoya, Hakata, and Kobe)

Due to the of absence of Transportation Movement Offices (TMO) at Kobe, Nagoya and Hakata ports the following ancillary service described herein is provided by the carrier for these specific ports. In addition to the carrier's basic service, the carrier is to provide courier service to be performed by a licensed customs broker for each port. The carrier will present the certified and authenticated Customs Free Import or Export of Cargo or Customs Declaration of Personal Property, USFJ Form 380EJ together with the Ocean Carrier Arrival Notice (OCAN) to the customs office. The courier service charge will be ordered and certified by the Contracting Officer's Representative (COR) of the cognizant military terminal for USFJ Form 380EJ prepared per vessel arrival. The Government shall pay a flat rate of US$70.00 per USFJ Form 380EJ (per clearance) for the vessel in a port.

4.3.1.2.5 Customs Clearance – Additional Service

During the effective period of this Contract, the Government may obtain additional customs clearance service not specifically identified in paragraph 4.3.1.2.4. Examples of these services are payments for taxes, dues, fines, and other charges customarily levied on the cargo. Such service may be obtained from the holder of the Universal Service Contract on the routes, as appropriate. Services will be obtained as mutually agreed by the contractor and the Government, and price for such service will be negotiated on a case-by-case basis.

4.3.1.3 Beyond Transportation Requirements

4.3.1.3.1 Free Time

Performance Objective No. 35 – The contractor must provide 7 days freetime, excluding Saturdays/Sundays and holidays form containers/chassis except as indicated below. Freetime will run for any delays caused by the Government. Freetime will commence at 0001 hours on the first working day the container is available for delivery and/or unstuffing. When freetime is exceeded, contractors will be paid at detention rates and for reefer maintenance as stated below.

FREE TIME EXCEPTION FOR SAUDI ARABIA: Free time for all purposes in Saudi Arabia is 15 calendar days. The Contractor will be compensated for use of Contractor-provided containers beyond free time at demurrage/detention rates applicable under this document.

Detention and Maintenance Charges: When return of chassis to the carrier is delayed by the Government beyond the allowable free time and the chassis is(are) being used solely for the carriage of Government owned or leased containers, the carrier shall assess detention charges as specified below:

CONTAINER DETENTION CHARGES
(With or Without Chassis)

PER EACH 24-HOUR PERIOD OR PART THEREOF	FIRST THREE DAYS	THEREAFTER
A. DRY CARGO CONTAINER (includes closed containers, open top containers, flat racks & car carriers)		
20 Feet and Over	$15.00	$22.00
40 Feet and Over	$21.00	$35.00
B. REFRIGERATED CONTAINER		
20 Feet and Over	$46.00	$63.00
40 Feet and Over	$63.00	$85.00
C. CHASSIS (Only applies for use with Government owned or leased containers)	$ 5.00	$ 5.00

MAINTENANCE CHARGES. When the return of refrigerated containers to the Carrier is delayed by the Government beyond the allowable free time, the Carrier may assess a reefer maintenance charge in addition to those charges for container detention. This reefer maintenance charge shall be added to the per diem detention charge when, due to Government delay, the carrier incurs additional expenses in maintaining operation of those refrigerated containers so delayed. The carrier will certify such charges to the Contracting Officer. The application of such additional charges contained in Columns A and B below is as follows:

(1) Column A - per diem or part thereof charge when refrigerated containers are delayed at those facilities where electrical power is available for direct connection to the Carrier's container.

(2) Column B - per diem or part thereof charge when refrigerated containers are delayed at those facilities where the Carrier is required to maintain operation of refrigerated containers without the use of electrical power.

Reefer Maintenance Rates

Container Size	Column A (PER 24 HOUR PERIOD OR PART THEREOF)	Column B
20 Feet and Over	$ 7.76	$29.90
40 Feet and Over	$11.21	$43.70

Note: When a Carrier bills in accordance with Column B above, it must certify that electrical power was unavailable at that facility.

Stop Off
Free time of 4 hours must be allowed for each stop-off. Time must commence to run when the container is placed for unloading at the stop-off location. Time must end when the contractor has been notified that the container is released or when the container is returned to the Contractor, whichever must occur first. However, if the free time has not expired at the end of the working day at the stop-off location, it will be suspended until 0800 hrs on the next working day. If the free time has expired at the end of the working day, the time will continue to run. Each occurrence of detention will be will be assessed in whole day increments.

4.3.1.3.2 Delivery Notification

Performance Objective No. 36 – The Contractor must:

- Schedule all deliveries of containers with the consignee at least two (2) working days prior to any actual delivery of containers.
- Not deliver containers on the same day as notification, unless approved by the consignee.
- Deliver all containers to each consignee within the consignee's normal business hours.

4.3.1.3.3 Expedited Delivery

Performance Objective No. 37 – The Contractor must provide expedited delivery when ordered at the time of booking. The Contractor must deliver the container to the consignee in Germany within two (2) working days and one (1) working day at all other locations commencing at 0001 hours on the first working day following vessel discharge or customs clearance of such containers, whichever is later.

Performance Measures	Performance Standards
Delivered within timeframes	100%

EXCEPTION: Expedited delivery of shipments enroute, but prior to commencement of on-carriage at port of discharge, must be by mutual consent of the Government and the Contractor.

EXPEDITED DELIVERY SERVICE SCHEDULE

Minimum Charge (up to 199 miles)	$250.00
200 miles to 399 miles	$350.00
400 miles to 599 miles	$450.00
Over 599 miles	$450.00 plus $0.25 per mile

4.3.1.3.4 Stop Off Service

When two (2) to three (3) stop offs are ordered, an additional transit day will be allowed. When four (4) stop offs are ordered, two (2) additional days will be allowed.

Performance Objective No. 38 – The Contractor must provide up to a maximum of four (4) Government ordered stop offs per container when ordered at the time of the booking. The service must consist of spotting the container on a chassis at a location designated by the Government for loading and unloading.

Performance Measures	Performance Standards
Meet booked routing	100%

A per container stop-off charge of $150 CONUS and $225 OCONUS will be paid for each stop-off after the first stop. After the third stop, and if the inland service provider must go into overnight to make the next delivery(ies) the stop-off payment will double. If the inland service provider must go overnight on Saturday and/or Sunday to make delivery(ies), then the stop-off payment will triple. When total distance traveled in excess of any one way mileage between the carriers terminal and either origin or destination exceeds fifty miles, an additional stop off charge will be paid for each fifty miles or fraction thereof.

Performance Objective No. 39 – The Contractor by mutual consent must ensure that consignee-requested assistance is available from the inland service provider for unloading at each stop.

4.3.1.3.5 Container Pick Up/Return

Performance Objective No. 40 – The Contractor must remove empty containers within three (3) working days after receiving notice from the Government that the container is available.

Performance Measures	Performance Standards
a) Timeliness of pick-ups	90%

4.3.1.3.6 Rerouting of Containers

4.3.1.3.6.1 En-Route Port Changes

Performance Objective No.41– The Contractor must notify the Government of port changes and rerouting information at least two (2) working days in advance of vessel arrival. When the Contractor notifies the Government of a port change, the Contractor must remain responsible for delivering the cargo to the final destination in accordance with the delivery requirements of the booking. The Government will provide the customs documentation to the Contractor at the booked POD and the Contractor will be responsible for presenting it to the customs authorities at the re-routed port. The Contractor must be responsible for increased costs associated with the port change.

Performance Measures	Performance Standards
Timeliness of notification	100%

4.3.1.3.6.2 Short Stop

The OO may elect, in writing, to take delivery at the Contractor's port instead of at the original inland destination. Free time provisions will apply at the elected port of the short stop. The shipment will be re-priced based on the modified booking.

Performance Objective No. 42 – The Contractor must short stop containers at port of discharge when OO elects to take delivery there instead of inland destination.

4.3.1.3.6.3 Staging

(1) The carrier shall stage containers upon written request of the Contracting Officer or its designated local authority.

(2) After written request by the Contracting Officer or its designated local authority for release from staging, the carrier will commence on-carriage within one (1) working day.

(3) Staging is a Government delay in as such, free time will apply, and detention assessed for delays in excess of free time.

Performance Measures	Performance Standards
Stage container as requested	100%
Commence on-carriage with one (1) working day	100%

4.3.1.3.6.4 Change of Destination

The OO may elect, in writing, to change the final destination at any time before the container has commenced final inland movement from the place of discharge. The shipment will be re-priced based on the modified booking.

Performance Objective No. 43 – The Contractor must move the container to the new inland destination at the request of the Government at any time before the container has commenced final inland movement from the place of discharge.

4.3.1.3.7 Linehaul for Containerized Ammunition Shipments

The contractor will use a carrier that has been approved by DOD for movement of ammunition. A list of DOD approved carriers can be obtained from Maureen Carlo, MTMC Operations Center, Fort Eustis, Virginia at 757-878-8408. Dual driver service is required. Carrier will provide satellite monitoring that feeds into the Defense Transportation Tracking System (DTTS).

4.3.2 Breakbulk and RORO Cargo Requirements

Breakbulk and RORO cargo is booked on a port to port basis.

4.3.2.1 Cargo Lift and Advancement of Cargo

Performance Objective No. 44 – The Contractor must lift cargo onto booked vessel. The Contractor may advance cargo to earlier vessels without prior approval from the Government. The Government will advise Contractor at least one working day prior to local vessel cutoff of any cargo, which will not be available for the booked sailing. A new vessel will be designated based on the projected availability of cargo. This is considered a "roll over" and no-show charges in accordance with paragraph 4.2.2.5 are not applicable. Contractor must load cargo that the Government fails to release on time to meet the sailing of the next scheduled vessel.

4.3.2.2 Services During Hazardous Cargo Handling

Performance Objective No. 45 – The Contractor must provide fireboats, tugs, and pilots when required, on a standby basis, during ammunition, explosives, or other hazardous cargo handling operations.

4.3.2.3 Cargo Berth

The Contractor must load and discharge cargo at a dock or wharf, place or open roadstead designated by the Contractor, except as provided hereinafter.

4.3.2.3.1 Shifting of Berths, Meeting Minimum Tonnage

Performance Objective No. 46 – The Contractor must, for cargo to be loaded or discharged within a vessel's port of call, if such cargo is booked under Free-in or Free-out terms, at the request of the OO/COR, call at, or shift to, any particular dock, wharf, place or open roadstead at which the vessel can lie always safely afloat at any time of tide, or at which the judgment of the master of the vessel may lie safely aground, and to and from which the vessel may safely proceed, at no additional cost, when the aggregate of the Free-in/Free-out cargo to be loaded or discharged at such location will meet the minimum tonnage of 1000 measurement tons for shifting.

4.3.2.3.2 Shifting of Berths, Not Meeting Minimum Tonnage

Performance Objective No. 47 – The Contractor, for cargo loaded or discharged within a vessel's port of call, if such cargo is booked under Free-in or Free-out terms, and the minimum tonnage will not be met, must at the request of the OO/COR, shift the vessel to such a particular dock, wharf, place, or open roadstead. The Government will reimburse the direct costs of such a shift.

4.3.2.3.3 Demurrage If Shift is Requested

If a berth to which the Government directs the Contractor, under Performance Objectives Nos. 58 and 59, is not available upon the vessel's scheduled arrival and will delay the vessel in her schedule, demurrage is payable on a pro-rata basis until the berth is available at the corresponding demurrage rate stated in the a accessorial table. (Demurrage is per vessel day.)

4.3.2.3.4 Reimbursement for Damage

The Government will reimburse the Contractor the cost of repairing any damage to a vessel caused by any unsafe condition of any berth or anchorage to which a vessel is ordered by the Contracting Officer under Sections 4.3.2.5.7.1 and 4.3.2.5.8, provided that notice of such damage is given to the Contracting Officer before the vessel leaves the berth or anchorage where the damage occurred, if such damage is known or suspected at that time, or if not so known or suspected, within a reasonable time after discovery of such damage.

4.3.2.3.5 Free-in/Free-out Terms

All cargo loaded or discharged at any berth or anchorage to which a vessel is ordered by the Contracting Officer under Sections 4.3.2.3.1 and 4.3.2.3.2 must be loaded or discharged under Free-in/Free-out terms unless otherwise mutually agreed between the Government and the Contractor.

4.3.2.4 Terms for Loading and Discharging Services

Performance Objective No. 48 – The Contractor must accept requests for loading and discharging services at the Contractor's water terminal on a Free-in, Free-out, liner term, and/or combination Free-in, Free-out , liner term basis where accessorial rates are awarded.

4.3.2.5 Free-in, Free-out Cargo

4.3.2.5.1 Stowing of Free-in, Free-out Cargo

When cargo is booked as Free-in or Free-out, the Government will bring the cargo into the holds, stow it and/or trim it, tally it, lash it and/or secure it (Free-in), and take it from the holds and discharge it (Free-out) with Customary dispatch, free of any risk, liability, and expense whatsoever to the Contractor. However, nothing herein shall be construed as an expressed or implied indemnification of the contractor for any claims arising out of injuries to stevedoring personnel or other personnel involved in cargo operations resulting from negligence of the vessel operator or due to unseaworthiness of the vessel.

4.3.2.5.2 Loading, Stowing, Trimming, Securing Supervision

Cargo loaded, stowed trimmed and secured by the Government will be under the supervision and to the satisfaction of the Master.

4.3.2.5.3 Stowage Preplans/Plans

Performance Objective No. 49 – When cargo is to be loaded or discharged by the Government, the Contractor must provide to the local terminal commander and to the Ocean Cargo Clearance Authority (OCCA) or Ocean Cargo Booking Office (OCBO) having cognizance over the loading or discharging port, one (1) copy each of the preplan/plan indicating the specific location, pertinent dimensions and total cubic measurement of the vessel space available for the cargo loading or involved with the cargo discharge.

4.3.2.5.4 Dunnage Material

The Government will provide and lay all dunnage material as required for the proper stowage and protection of Free-in/Free-out cargo on board. The Government will be responsible for and pay the cost of removing their dunnage after discharge of the cargo.

Performance Objective No. 50 – The Contractor must ensure the use of all dunnage available on board the vessel.

4.3.2.5.5 Acceptable Cargo Space

Performance Objective No. 51 – The Contractor must provide acceptable space for the cargo.

"Acceptable space" is space with normal access thereto as would normally be used in liner service for the particular type of cargo declared at the time of booking, and must be properly prepared, cleaned and ready to receive the cargo. "Normal access" means such access to the space as will permit efficient and expeditious loading and discharging by means routinely employed in commercial practice in loading and discharging like cargo in liner service in ships service of the same type as the Contractor's vessel. The Contractor must bear all expense of providing acceptable space. If, at the time for loading the cargo, the space provided is not acceptable, the Contracting Officer may reject the space; except that the Contractor and the Contracting Officer may agree that the Government will properly prepare, clean, ready or provide normal access to the space at the Contractor's expense. If space otherwise acceptable is so situated in the vessel that in order to discharge cargo stowed therein it will be necessary to first discharge, move or otherwise handle cargo, the costs of discharging, moving or handling and reloading such cargo must be borne by the Contractor unless the Shipping Order must provide otherwise. Any question as to what constitutes acceptable space which cannot be disposed of by mutual agreement between the Contractor and the Contracting Officer must be a dispute within the meaning of that term as referred to in the DISPUTES Clause of this PWS.

4.3.2.5.6 Use of Cargo Handling Gear

Performance Objective No. 52 – The Contractor must, throughout the duration of the loading and/or discharging, give free use of the vessel's cargo handling gear and of sufficient motive power to operate all such cargo handling gear.

4.3.2.5.7 Cranemen/Winchmen/Tallymen/Other Crew

Performance Objective No. 53 – The Contractor must, on written request of the OO/COR, provide cranemen/winchmen, tallymen, or others from the crew to operate the Vessel's cargo handling gear, or perform other stevedore functions on the Vessel, unless local regulations prohibit this. Contractor must not be held responsible for refusal of the crew to perform the additional tasks described in this Section. The crew will be under the Government's risk and responsibility and as stevedores to be deemed as their servants but will always work under the supervision of the Master.

4.3.2.5.7.1 Reimbursement of Crew Costs

When such services are performed by the crew in accordance with Section 4.3.2.5.7, the Government will (a) reimburse the Contractor for additional labor costs actually incurred in conformity with labor agreements and (b) reimburse the Contractor for any increased cost or premiums for insurance coverage, in addition to costs not covered by insurance, resulting from compliance with this paragraph.

4.3.2.5.8 Stevedore Damage

The Government will be responsible for damage (beyond ordinary wear and tear) to any part of the Vessel caused by Stevedores. Such damage will be notified as soon as reasonably possible by the Master to the Government or it's agents and to its Stevedores, failing which the Government will not be held responsible. The Government is obliged to repair any stevedore damage prior to completion of the voyage, but will repair stevedore damage affecting the vessel's seaworthiness or class before the vessel sails from the port where such damage was caused or found. All additional expenses incurred will be for the account of the Government and any time lost will be for the account of and will be paid to the Contractor by the Government at the demurrage rate.

4.3.2.6 Breakbulk/RORO Liner Service

Performance Objective No. 54 – The Contractor must, when ordered and where accessorial rates are awarded, provide liner service on berth terms.

4.3.2.7 Containerization for the Convenience of the Carrier

For breakbulk cargo booked by the Government on a liner term basis, the contractor may, in its discretion, containerize such cargo for its own operational convenience without any additional cost or expense to the Government. However, the cargo is considered breakbulk cargo for the purposes of computing the cargo guarantees for this contract.

4.3.3 Containers/Equipment Requirements

The Government will return containers/equipment in the same condition as received.

4.3.3.1 Container Standards

Contractors must provide containers that are clean, dry, empty, odor free and suitable for protecting cargo from damage and is compliant with International Organization for Standardization (ISO) standards.

Performance Objective No. 55 – The Contractor must provide containers that are compliant with ISO standards and meet common commercial industry practice.

4.3.3.2 Reefer Equipment

Performance Objective No. 56 - The Contractor must provide required refrigerated containers to the stuffing activity in accordance with the booking, including pre-cooling, when requested.

Performance Measures	Performance Standards
Pre-cooled per booking	100%

Performance Objective No. 57 - The Contractor must supply reefer containers that will maintain temperature within three (3) degrees Fahrenheit of the in-transit temperature specified for controlled atmosphere and straight chill, and five (5) degrees Fahrenheit for frozen.

Performance Objective No. 58 - The Contractor must provide continuous measurement of internal temperature using a Ryan type recorder or equivalent.

4.3.3.3 Chassis Requirements

Performance Objective. No. 59 – Containers delivered to the Government or spotted by the Contractor must be on a Contractor-provided chassis that supports stuffing/unstuffing operations by the Government. The chassis must remain with the container while in the custody of the Government, unless this requirement is waived by the local receiving facility.

4.3.3.4 Equipment Pools

Performance Objective No. 60 – The Contractor must establish and maintain equipment pools, as necessary, at CONUS and OCONUS inland locations to ensure timely availability for out-loading operations. The expense for operating equipment pools must be borne by the Contractor.

4.3.3.5 Government-Owned/Leased Containers

Performance Objective No. 61 – The container contractor must provide ocean and intermodal services, including a chassis, for Government-provided containers/equipment. The Contractor must return Government-owned/leased containers in the same condition as received.

Performance Objective No. 62 - The Government is not obligated to pay detention charges for Government containers or chassis. The carrier must be liable for loss of or damage to Government containers and chassis while in the carrier's custody to the same extent that the Government is liable for loss of or damage to the carrier's equipment while in the Government's custody under. The carrier must not procure war risk insurance coverage on the Government containers and will not be liable for any loss thereof under circumstances covered by the carrier's war risk insurance on its containers.

Performance Measures	Performance Standards
Return Government equipment undamaged	100%

4.3.3.6 Hanging Garment Requirements

Performance Objective No. 63 – The Contractor must furnish the necessary apparatus for hanging garments in containers.

4.3.3.7 Flat Rack Containers

Performance Objective No. 64 – The Contractor must furnish flat rack containers as specified in the booking.

Contractor will be paid an additional flat rack surcharge IAW the Table of Accessorial Rates.

4.3.3.8 Notice of Transfer of Cargo

Performance Objective No. 65 – The Contractor must notify the OO, or designee, when cargo is transferred from one container to another or the seal is replaced.

4.3.3.9 Leasing of Containers

Performance Objective No. 66 – The Contractor, when mutually agreed to under this document, must lease containers and other equipment to the Government for use in connection with land and ocean transportation of Government cargo. However, in the case of urgent and compelling circumstances or in the interest of National Defense or Security the PCO may require and the Contractor must furnish containers and chassis for use in connection with land and ocean transportation of Government cargo. Under these circumstances, the Government will require full support of contractors, but acknowledges their satisfactorily compliance with this requirement with leasing of at least 50 forty-foot equivalent units to include chassis for any one voyage. Unless otherwise agreed, the Government will return containers and other equipment leased by the Government to the place where such equipment was originally received from the contractor. The Contractor will be paid at the equipment lease rate as stated in the Table of Accessorial Rates.

Performance Measures	Performance Standards
a) Containers provided IAW bookings purposes	Recorded for past performance
b) Generator sets, in case of non-self-sustaining refrigerated containers IAW bookings	Recorded for past performance purposes

The Contractor must be paid at the equipment leasing rates set forth in the Table of Accessorial Rates for equipment leased under this provision. The Contractor must be paid for each twenty four (24) hour or part thereof, Saturdays, Sundays and Holidays included, for the period between the time the equipment is received or ordered from the Contractor, whichever is later, until the time the equipment is returned to the Contractor.

4.3.4 Cargo Requirements

Performance Objective No. 67 - The Contractor must deliver cargo at destination damage-free subject to “Special Provisions” contained herein.

Performance Measures	Performance Standards
a) Number of damage-free containers	99%
b) Number of damage-free breakbulk	98%

4.3.4.1 Bulk Liquids Shipment

The Government will furnish 24,000 liter Type International Maritime Organization (IMO)-1 containers for shipment of bulk liquids by the contractor.

Requirements for carrier provided tank containers will be negotiated on a case by case basis.

4.3.4.3 Super Cargo

Performance Objective No. 68 – The Contractor must provide Super Cargo transportation service when required by the booking. The service must consist of transporting, victualling and accommodating on the vessel one or more personnel designated by the Government to accompany the cargo. The Contractor will be paid the Super Cargo rate set forth in the Table of Accessorial Rates.

4.4 Shipment Tracking

4.4.1 DoD Intransit Visibility Requirements

Performance Objective No. 69 – The Contractor must provide tracing and tracking information to DoD, where the Contractor is responsible for providing the underlying service. Tracing is the review of the Contractor's records for the purpose of locating a missing container or shipment.

Performance Measures	Performance Standards
a) Access to Contractor's commercial tracing/tracking	100%
b) Tracing and tracking information provided electronically	100%

4.4.2 Tracking Data

Performance Objective No. 70 –For those transportation and intermodal services provided by Contractors to meet booking requirements, Contractors must provide shipment status reports using the 315 transaction sets in ANSI X-12 EDI standard or OCI to MTMC to enable the Government to track shipments and to support the MRM15 initiatives. Listed below are the reports which the Government desires all Contractors to provide for all shipments. Contractor is not required to report events that are outside the scope of the booking.

Performance Measures	Performance Standards
a) Provide accurate transaction set 315	100%
b) Submit 315 report within *12 hours of accomplishing the event.	100%

Code	Meaning	Notes
		Optional
EE	Empty spotted	Empty container outgate in lieu of actual spot is acceptable for shippers having container pools
W	Pickup of Loaded container	Required only if Contractor provides inland dray/line-haul
I	In-gate at Port of Embarkation (POE)	
VD	Vessel sails	This report is required at POE and at transshipment ports

VA	Vessel arrival	Report actual vessel arrival
UV	Vessel discharge	This report is required at POD and at Transshipment ports
OA	Out gate from POD	
X1	Deliver to consignee	
EC	Empty container pick-up	Optional
TBD	Daily position report	Required only for shipments to Central Asia that transit the Russian rail system. Reporting will be by e-mail until reporting requirements are established and included in Transaction Set Implementation Conventions and their controlling concepts of operations approved by Ocean ACI Committee.
	Other Events	Reporting of other events recognized by the EDI 315 Implementing Convention is optional, but encouraged.

***NOTE:** Submitting 315 report within 12 hours of accomplishing the event is mandatory. The Government will amend the solicitation to define contract incentives for reporting events within 4 hours.

4.4.2.1 Submission of Operational Reports

Performance Objective No. 71 - Until MTMC fully integrates EDI into its business processes, the Contractor must provide the cognizant MTMC activity and the military activity responsible for cargo documentation at each port where Government cargo is lifted and/or discharged with certain information in connection with cargo at that port. The Contractor must submit as much of the data that is available within the timeframe for submission. Submission of reports via e-mail is preferred.

1. Cargo Receipt Information (CONUS/OCONUS Port of loading)

    a. Name of ocean Contractor
    b. Port of loading
    c. Date cargo received at port
    d. Transportation Control Number (TCN)
    e. Seal and/or keyless lock number

2. Cargo Lift Information (CONUS/OCONUS ports of loading)

    a. Name of vessel and voyage document number
    b. Transportation Control Number (TCN)
    c. Port of discharge
    d. Final destination
    e. General description of cargo contents; i.e., General cargo, mail/mail equipment, privately-owned vehicles (POVs), other unboxed wheeled or tracked vehicles, refrigerated cargo
    f. Seal and/or keyless lock number – NOTE: The Contractor must notify the OO/COR if a seal on any unit of cargo has been broken and/or replaced between the time the Contractor accepted the cargo from the Government and the time of arrival at the inland destination or point of Government acceptance from the Contractor with a complete report of the circumstances and the reasons therefore.

3. Cargo discharge information must indicate the following for each shipment/TCN:
    a. Name and voyage number of vessel making delivery
    b. Name and voyage number of original vessel if transshipped
    c. Date and time the cargo was discharged from the vessel

d. Date and time, cargo is available for commencement of drayage or line-haul from discharge port.
e. Date, time, and mode of commencement of drayage or linehaul from discharge port.

Performance Measures	Performance Standards
(a) Cargo receipt information required at CONUS and designated overseas ports of loading. Provided once a day for cargo received since the previous day's report	85%
(b) Cargo lift information. Provided NLT next working day after vessel departure from CONUS/OCONUS port	100%
(c) Cargo discharge information provided as soon as practicable after discharge, but no later than one (1) day following commencement of delivery or next working day after vessel discharge from CONUS/OCONUS port, whichever occurs first.	100%

4.5 Contingency Services

From time to time the Government may request transportation logistics services in support of military peacetime and voluntarily offered contingency operations. The following is a listing of possible services that may be provided under this provision of the contract. Pricing arrangement terms and conditions will be negotiated on a case by case basis prior to the performance of these services.

4.5.1 Cargo Handling

1. Lift-on/lift-off services (containers and cargo) : Services include grounding and mounting containers to/from chassis, flatbed trucks or rail cars. Loading and unloading of high, wide and heavy cargo to/from inland conveyances at ports and inland origin/destination.

2. Rehandling of overweight cargo: Stripping services as described herein. Rehandling services could also include bundling and palletizing cargo stripped from a container due to excess capacity weight of cargo and reloading into another container.

3. Cargo handling at origin or destination. Load/unload cargo into/from container/conveyance at origin/destination block/brace/secure for safe transport; provide materials to block/brace/secure cargo; pack/mark

4.5.2 CFS and Related Services

1. Stuffing, stripping, & transloading: Stuffing services include receiving cargo at the terminal, consolidating, segregating, tallying and loading of cargo into containers. stripping services include unloading of cargo from the container, segregating and tallying of the cargo. Transloading service is a direct cross dock transfer of cargo from one conveyance to another without grounding or storing the cargo.

2. Dunnage and materials: All materials used in the services for unitizing, palletizing, blocking or bracing of loose cargo.

3. Export packing and marking: Crating services to ensure safe transport of loose or brealbulk cargo. Services include stenciled markings normally provided in custom of the trade.

4.5.3 Cargo Care and Custody Services

1. Leasing and management of marshalling yard: Services include providing a paved, fenced and secure land area to receive and dispatch loose, breakbulk or containerized cargo. Locations must be able to provide cargo handling and CFS related services as needed.

2. In-transit storage: Services include short stopping of containers or cargo in transit from origin to destination and the movement and storage of such containers or cargo to a temporary warehouse or terminal.

3. Keep-from-freezing: Services to ensure cargo in containers will not freeze or damage due to outside severe cold temperatures. Services will be provided using reefer containers

4. Fumigation: The process of releasing chemical gases into a container to rid of potential pests. Services include opening, closing and sealing of the container prior to shipment.

5. Cargo inspections and surveys: Examination and probing of cargo services. Includes pictures and completion of inspection and survey documentation.

4.5.4 Warehousing and Distribution Services

1. Sorting and stacking: Segregating, tallying and stacking of cargo into a warehouse or distribution center.

2. Consolidations/de-consolidations: Rehandling of cargo from one conveyance to another through a warehouse or distribution center. A sorting of cargo to be loaded and redistributed to various locations.

3. Cold storage: Warehousing facilities with refrigerated rooms and temperature control capabilities.

4. Barcoding/scanning/labeling: Barcoding and labeling of cartons or packages. Scanning services to upload inventory information into a centralized inventory control system.

5. Supply chain reporting: Tracking of logistical services and flows, preparation of automated reports and documents within the supply chain system.

4.5.5 Security (armed guards, convoys): Hiring of security guards to escort trucks and or trains for safe guarding of cargo or containers during inland movement.

4.5.6. In Country Container Management

1. Equipment maintenance and repair (dry containers, reefers, chassis): Technical support and performing repairs and maintenance of intermodal equipment.

2. Equipment inspections and surveys: Technical support for inspection and surveying of intermodal containers and equipment.

3. Outside-the-gate EDI event notification or ITV tracking: EDI event notification for inland pickups and deliveries. Comprehensive ITV shipment tracking.

4.5.7 Services for Special Cargo

1. Hazardous cargo handling: Stuffing, Stripping and Transloading services for IMO hazardous cargo.

2. Ammo special handling: Stuffing, stripping and transloading of ammunitions and explosives.

3. Extraordinary monitoring of cargo: Full 24 hour per day continuous oversight of cargo at designated locations.

4.5.8 In Country Administration

1. Payment of customs duties, port charges or other applicable local charges beyond basic customs clearance service in USC-04.

2. Special documentation preparation: Preparation of special export or import documentation as required by local country authorities to facilitate movement of cargo.

4.5.9 In Country Traffic Management

1. Inland diversions: Short stop of cargo during inland transit. The movement and storage of such containers or cargo to a temporary warehouse or terminal.

2. Diversion and re-consignment of retrograde containers/cargo

3. Airfreight services: The handling of air cargo shipments including transportation and freight forwarding services.

5.0 Specialized Customer Requirements (SCR)

SCR provisions are tailored to specific shippers. If an SCR provision is inconsistent with General Performance Requirements (GPR) (Sections 1 through 4), the SCR provisions replace the GPR provisions. If an SCR provision is consistent with the GPR provision, it supplements the GPR provision. If the SCR section is silent on a term, condition or requirement contained in the GPR section, the GPR section fully applies.

5.1. Contract Rate Tables Applicable to This Section

The shippers authorized to use the SCR rates and terms include:

Shipper
Army Air Force Exchange Service
Defense Commissary Agency
DSCP Prime Vendor
Defense Logistic Agency/Velocity Management
Navy Exchange Command
General Services Administration
Military Postal Service Agency

The rates and terms of the General Performance section apply to shipments by these shippers to destinations not included in Attachment 5.

5.2 General Requirements

5.2.1. Port Designation Booking

Contractors will designate the port of loading and port of discharge for each single factor rate. Bookings will be made using the combination of ports designated by contractors. Contractors may change the ports to be used for a Single Factor Rate. Any change in price will require approval by the Contracting Officer. Contractors must notify the OO of any change in port designations at time of booking.

5.2.2 Reserved

5.2.3 Reserved

5.2.4 SHIPMENT BOOKING

5.2.4.1 Automated Booking

Contractors must implement an automated booking capability via EDI or OCI with the Integrated Booking System (IBS) within 30 days after award of contract. EDI transaction sets shall comply with approved MTMC standards as described in this contract. Contractor must respond to all cargo offerings, including changes to previous offerings, within 2 hours of the time the cargo offering is released by IBS. Automated booking capability must be maintained 24 hours per day, 365 days a year throughout the period of the contract. Contractors must have one business day to counteroffer any booking processed automatically. Contractor must accept bookings via a carrier provided web site for shippers that prefer to use Direct Booking procedures. During the term of the contract, the government may implement a successor system that will replace IBS and OCI. Contractor will be required to interface with this new system and will be provided at least 120 days notice prior to implementation of the new system.

Performance Measures	Performance Standards

a) Establish automated booking capability implemented within 30 days after award	100%
b) Provide response within 2 hours	98%

5.2.4.2 Placement of Orders

Cargo will be offered to awardees to ensure compliance with awarded cargo minimums by route/zone. With award to multiple carriers, all bookings will be at the discretion of the Ordering Officer based on a tradeoff analysis between the best value technical factors and price with price being less important than technical factors. Awarded contract minimums for the base period or the option period must be satisfied by the expiration date of the base or option period.

5.2.4.3 Hazardous Cargo

Contractors must transport hazardous materials as provided in Attachments 2 and 3.

5.3 Permanent Service Change Responsibilities

Performance Objective No. 72 – A permanent service change does not relieve the Contractor of any responsibilities (including transit times, frequencies, etc.) to the Government.

5.4 Volume/Service Commitments

5.4.1 Volume Commitments

Routing	Minimum FEUs
US-Far East	9540
US-Europe/UK	9576
US West Mediterranean	742

*Note: US-West Mediterranean includes SCR requirements for US-Italy without regard to whether actual routing would be via Continental Europe ports.

5.4.2 Contractor Service Commitments

5.4.2.1 Sailing Frequency

Performance Objective No. 73 – The Contractor must provide fixed day of the week service and weekly sailings from CONUS ports to OCONUS destination ports for all SCR rates, except as indicated in paragraph 5.4.2.1.1 below.

Performance Measures	Performance Standards
a) Fixed day of week sailings provided	100%
b) Weekly sailings provided	90%

5.4.2.1.1 AAFES English Channel Service

The Contractor must provide two sailings each day, Monday through Friday, both westbound from ports on the Continent in Belgium or Netherlands to ports in the United Kingdom, either at Ipswich or Felixstowe and eastbound form the United Kingdom ports to the ports on the Continent.

5.4.2.1.2 Special Provisions for Mail

Contractor must arrange airlift of any mail shipments, which miss two (2) consecutive sailings including the booked sailing due to a contractor's failure to perform.

5.4.2.1.3 Special Provisions for Velocity Management

Performance Objective No. 74 – The Government objective for Velocity Management program shipments is to lift containers to the first available vessel when made available to the carrier prior to the cutoff of the earlier vessel. Contractors are authorized and encouraged to advance Velocity Management containers to the first available vessel, and completing delivery to the consignee earlier than the RDD. Government may request that select containers be advanced and will coordinate with Contractors for a mutually agreeable accommodation. Shipments originating at DD San Joaquin and DD Susquehanna sites are the Velocity Management program containers.

Performance Measure	Performance Standard
Shipments advanced to first available vessel	100%

5.4.2.2 Reserved

Performance Objective No. 75 – **Reserved**

Performance Objective No. 76 – Reserved

5.4.2.3 Transit Times

Performance Objective No. 77 - The Contractor's total transit time from CONUS ports to any OCONUS inland destination must not exceed the transit times stated in attachments 5. For requirements that are marked to indicate that the transit time standard is "origin" carrier's total transit time shall be calculated commencing with the carrier's cutoff date for the origin point where the stuffed container is picked up by the carrier for the vessel booked and ending the day of delivery at the final destination. For all remaining SCR requirements, the transit time shall be measured beginning with the first full twenty-four day as day one, following the date of sailing from the direct load port and ending on day of delivery at final destination. The carrier will release empties/accept loaded containers at a facility within the drayage area of any port for which "pier" service at the port is required and the carrier does not provide an actual vessel call at the port and the service offered by the carrier is via another port as specified in the single factor rate. The carrier will provide a fixed day of week cutoff at their facility and transit time standards will apply from this cutoff.

Performance Objective No. 78 - When booked from Mechanicsburg Group to final destinations in Germany carriers must provide the most expeditious mode for delivery from the POD to destination. This expedited service is a basic service to be included SCR rates when Mechanicsburg Group is the origin point, and is not to be considered as an accessorial service as described by paragraph 4.3.1.3.3.

Performance Measures	Performance Standards
Transit times met	97%

For computation of transit time in conjunction with stop offs refer to Section 4.3.1.3.4.

5.4.2.4 Required Delivery Date

Performance Objective No. 79- The Contractor must provide delivery by the RDD specified in the accepted booking. The RDD assigned to shipments moving under the SCRs will be based on the time definite standards as prescribed at Attachment 5. RDDs will not require delivery in less time than the time definite standard unless mutually acceptable between the OO and the Contractor. For computation of transit time in conjunction with stop-offs, refer to Section 4.3.1.3.4.

Performance Measures	Performance Standards
RDD met IAW performance objective	95%

5.5 Shipment and Booking

5.6 Transportation Requirements

5.6.1 Free Time

Performance Objective No. 80 - The Contractor must allow the Government free time of ten (10) days total for a dry container and seven (7) days total for a reefer container, excluding Saturdays/Sundays and holidays. For purposes of demurrage/detention, the total free time for SCR shipments can be allocated between the port and final destination as determined by the customer.

5.6.2 Reefer "Late" Gates

Reefer containers will be lifted to the booked vessel if received on the same day as vessel sailing providing that mutual agreeable arrangements have been made with Contractor for a "late" gate.

5.6.3 Ocean Requirements for the AAFES English Channel Service

Performance Objective No. 81 - Contractor shall provide water transportation on a Roll-on/Roll-off (RORO) service on a liner term basis for dry and reefer Government owned/leased trailers between any port on the Continent in Belgium or Netherlands and either Ipswich or Felixstowe in the United Kingdom. Government will deliver and pick-up trailers at docks, piers or yards as designated by the Contractor at POE and POD. Contractor receives trailers from the Government, load and stow trailers on vessel, and discharge trailers. Dimensions of trailers (in meters) are as indicated below:

Type/Size Trailer	Dimensions (length x width x height)
40-foot Cargo (Dry)	12.35 x 2.50 x 3.95
40-foot Cargo (Reefer)	12.80 x 2.50 x 3.95
35-foot Cargo (Dry)	10.80 x 2.50 x 3.95
35-foot Cargo (Reefer)	11.35 x 2.50 x 3.95

The electrical hook-up requirements are standard European plugs, 5 poles, 380 volts.

5.6.4 Expedited Linehaul

Contractors must provide expedited linehaul in CONUS from selected origins to the booked port of embarkation when this service is requested at time of booking by the Ordering Officer. Contractor will be paid at the rates in the Table of Accessorials for the specific origin/port combination requested in the booking. No payment will be made if the requested level of service is not met by the contractor.

5.7 Equipment Requirements

Performance Objective No. 82 - The Contractor must establish and maintain empty dry/reefer container pools ten (10) days prior to the effective date as stated in Attachment 5 .

Performance Measures	Performance Standards
Pools established and maintained	100%

Performance Objective No. 83 – The Contractor must provide flatracks to meet all movement requirements for shippers for Velocity Management. These requirements will not involve over-dimensional cargo and shipments requiring special handling. The flatrack surcharge applicable to the specific route is applicable, and is in addition to the single factor rate of the SCR.

Performance Measures	Performance Standards
Flatracks provided to meet all requirements	100%

5.8 Oversized and Outsized Cargo

The following requirement is currently for informational purposes. Ongoing rates for these services are not being solicited for initial contract award. As requirements develop, ongoing rates for services may be solicited and incorporated into any resultant contract by modification. Prior to issuance of a modification, requirements that arise for these services will be negotiated on a case by case basis. Cargo origin/ destination points and projected volumes are not available at this time.

Oversized and Outsized Cargo – This requirement is for door-to-door through service for the movement of oversize and outsized cargo from OCONUS points to CONUS destinations and return. Rates should be submitted on a one-

way basis (from OCONUS origin to CONUS destination, and then from CONUS origin to OCONUS destination) and include all necessary sequences for the safe movement of the shipment. Majority of cargo will consist of vehicles and destined to overhaul facilities will be retrograded to prospective OCONUS origin point. However, there may be instances where shipments to alternate destinations will require rates be established as ongoing rates or on a one time only basis.

Requirements:

a. Cargo shall be shipped under liner terms of service

b. Cargo must be stowed so that it is protected from damage due to exposure from elements. Below deck stowage of cargo is preferred, but if stowed on deck, cargo must be secured and covered or wrapped for protection.

c. The carrier shall furnish all required equipment and services necessary for the sea and land transportation of the cargo, including all tiedowns, loading gear, twistlock trailers and protective covers and wrapping. The carrier shall furnish all permits and arrange for escort vehicles required for transportation.

d. Ports of embarkation (POE) and ports of discharge (POD) shall be selected by the carriers.

e. Transit Time: (The shipper will provide the transit times)

    1. Required maximum transit time for all cargo originating from all OCONUS origin points, except Southwest Asia, is 60 days door to door. The 60-day transit time also applies to the return trip from CONUS to the OCONUS return point.

    2. Required maximum transit time for all cargo originating from Southwest Asia is 45 days. The 45-day transit time also applies to return trip from CONUS to OCONUS return point.

f. Contractor will provide the shipper and consignee cargo movement status for each movement from time of pick-up to the time of delivery. Cargo movement status shall be updated at least every seven days. Cargo movement status will supply the following information:

    1. Pick-up date at origin.

    2. Motor Carrier name, if applicable

    3. Name of vessel and departure date at POE, to include any transshipment data, and port/vessel-ETD.

    4. Estimated time of arrival at POD.

    5. Scheduled delivery date at final destination

    6. Offerors shall submit a detailed description of service. Included in this description shall be the following:

        a. The names of the motor carriers to be used at the CONUS and OCONUS origins and destinations and the services they will provide.

        b. The vessel name (including flag registry), transshipment data (if applicable)

        c. Number of flatrack containers, or other conveyance utilized (if applicable)

        d. Total transit time to the final destination.

        e. Routing of each origin/destination shall be included in description of service. In addition, the carrier should note any limitations, and the reasons therefore, of the described service assets.

    7. All shipments referred to the carrier shall be routed, scheduled, managed, and controlled from receipt of shipment request through delivery. Complete shipping

documentation shall be in accordance with acceptable commercial practices and applicable Federal and State laws.

8. The carrier shall provide a Management Information System (MIS) to track and trace all shipments from the date and time of pickup of the date and time of delivery, using a Government furnished transportation control number (TCN), bill of lading number, and the carrier's unique identification number.

9. Tracking and tracing information shall include at a minimum the dates and times for shipment origin departure, transshipment points, and destination arrival; proof of delivery; and information about shipment delays, as possible.

Examples of oversized and outsized cargos:

25 K-Loaders

Specifications	Weight (pounds)	Dimensions (inches)
Condec 25K	21,685	327 x 110 x 38
Emerson 25K	22,500	322 x 110 x 37.5
SW Mobile 25K	27,500	324 x 111 x 39

40 K-Loaders

Specifications	Weight (pounds)	Dimensions (inches)
Oshkosh 40K	44,000	497 x 122 x 41
Ramirez 40K	49,160	497 x 122 x 80.5
Space Corp 40K	44,000	497 x 122 x 80.5

Tow Tractors

Specifications	Weight (pounds)	Dimensions (inches)
GROVE MB-2	53,000	230.8 x 100.9 x 101
Stewart/Stevenson MB-2	40,000	163 x 96 x 97
Stewart/Stevenson U-30	64,000	300 x 98 x 107

Crash/Fire Trucks

Specifications	Weight (pounds)	Dimensions (inches)
Oshkosh P-4	31,735	360 x 107.5 x 129.5
Oshkosh P-19	22,760	325 x 96 x 120
Oshkosh P-19A	24,100	325 x 96 x 120
Kovatch P-22	20,929	337 x 96 x 109
Kovatch P-24	27,920	337 x 96 x 118

Aircraft Refuelers

Specifications	Weight (pounds)	Dimensions (inches)
Condec R-9	24,995	405 x 103 x 103
Kovatch R-9	22,800	407 x 105 x 103
Oshkosh R-11	26,400	456 x 106 x 102

Vacuum Sweeper

Specifications	Weight (pounds)	Dimensions (inches)
Tymco	16,200	256 x 102 x 115

6.0 Glossary

6.1 Abbreviations/Acronyms

AAFES	-	Army Air Force Exchange Service
BAF	-	Bunker Adjustment Factor
CAF	-	Currency Adjustment Factor
CFS		Container Freight Station
CO	-	Contracting Officer
CONUS	-	Continental United States
COR	-	Contracting Officer's Representative
CPA	-	Cargo Preference Act (1904)
DeCA	-	Defense Commissary Agency
DFARS	-	Defense Federal Acquisition Regulation Supplement
DLA	-	Defense Logistics Agency
DoD	-	Department of Defense
DSC	-	Deployment Support Command
DTEDI	-	Defense Transportation Electronic Data Interchange
EDI	-	Electronic Data Interchange
FEU	-	Forty Foot Equivalent Unit
FAR	-	Federal Acquisition Regulation
FAK	-	Freight All Kinds
FIO	-	Free In and Out
GSA	-	General Services Administration
IMO	-	International Maritime Organization
ISO	-	International Organization for Standardization
IBS	-	Integrated Booking System
ITGBL	-	International Thru Government Bill of Lading
MPSA	-	Military Postal Service Agency
MsT	-	Measurement Ton (40 Cubic Feet)
MTMC	-	Military Traffic Management Command
MVC	-	Minimum Volume Commitment
NEXCOM	-	Navy Exchange Command
OCBO	-	Ocean Cargo Booking Office
OCCA	-	Ocean Cargo Clearance Authority
OCI	-	Ocean Carrier Interface
OCONUS	-	Outside Continental United States
OO	-	Ordering Officer
PCO	-	Procuring Contracting Officer
POD	-	Port of Discharge
POE	-	Port of Embarkation
POV	-	Privately Owned Vehicle
PWS	-	Performance Work Statement
QCP	-	Quality Control Plan
RDD	-	Required Delivery Date
REEFER	-	Refrigerated Container
RFP	-	Request for Proposals
RORO	-	Roll-On/Roll-Off
SCR	-	Special Customer Requirements
TCMD	-	Transportation Control & Movement Document
TCN	-	Transportation Control Number
TEU	-	Twenty Foot Equivalent Unit
VISA	-	Voluntary Intermodal Sealift Agreement

6.2 Definitions

As used throughout this document, the following terms must have the meaning as set forth below:

Administrative Contracting Officer (ACO) – A Contracting Officer assigned post award functions related to the administration of contracts.

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

Alternate Service/Arrangements – Service subcontracted to another provider that is different than the services described in the carriers accepted proposal.

Ammunition Linehaul - Linehaul for ammunition (Class 1.4 and other classes of ammunition and explosives as may be accepted under this contract) that requires use of a carrier approved by DOD for the transport of this commodity and includes, satellite tracking as part of the basic service

Booking – Offer by the Government and acceptance by the Contractor for the transportation of goods pursuant to the applicable rates, terms and conditions of the subject contract.

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

Commercial Zone - The pickup and delivery limits of cities, ports and municipalities in the United States as defined by the Surface Transportation Board and published in 49 CFR, Part 1048, on the date service is provided by the Contractor.

Container Freight Station (CFS) - A facility usually operated by the Contractor where loose cargo is received for consolidation/containerization or full container for deconsolidation/unstuffing.

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

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

Customs Entry – Documentation submitted by the Importer to obtain customs release of shipments after unlading from vessel by importing Contractor.

Cutoffs

> Local Cutoffs: The date and time publicly established by the carrier when the cargo must be tendered to the carrier at its terminal facility or to the carrier's agent to meet the requirement for lift to the inland origin of the cargo.
>
> Vessel Cutoffs: The date and time publicly established by the carrier when the cargo must be tendered to the carrier at its terminal facility or to the carrier's agent to meet the requirement for lift to the booked vessel.

Deadfreight - Liability to pay for space booked but not occupied.

Defense Table of Official Distances (DTOD) – The distance source for all rates, standards, or charges which require a point to port, port to point or point to point distance. DTOD is published by ALK Associates of Princeton, NJ. PC*Miler is their commercial, DTOD compliant product.

Demurrage – A penalty charge against shippers or consignees for delaying the Contractor's equipment beyond the allowed free time provision of the tariff.

Detention –The charge assessed by the Contractor for equipment delays exceeding applicable free time.

Drayage - The movement of a container between the Contractor's terminal at the port where the container is loaded to, or discharged from, the vessel and another place within the commercial zone or modified zone of that United States port city or within a ten-mile radius of the city limits of that foreign port city, by means other than the Contractor's principal vessels, such as by highway or railway.

Dry Container - A completely enclosed weatherproof container.

Excepted Cargoes Breakbulk/RORO – Aircraft (unboxed), Helicopters, Boats over 40 ft., Oversized cargo, bulk cargo, heavy lift cargo, and explosives (excluding IMO Class 1.4), except where a specific CLIN has been included for the commodity.

Excepted Cargoes Container – Heavy lift cargo, oversized cargo (with the exception of cargo that meets the definition of overdimensional cargo), explosives (excluding IMO Class 1.4), and specialized containers. (Specialized Containers are all containers other than dry, reefer, ISO tank and flatrack containers).

Explosives - Includes all military explosives (IMO Class 1.1, 1.2, 1.3), military lethal chemicals, and other items included in Title 49 Code of Federal Regulations, Part 171 et seq (CFR et seq).

Flatrack (Platform) Container - A container without weatherproof sides and/or top. Includes platforms, which have no sides or ends and flatracks with rigid or collapsible ends. They can be end loaded or top or side loaded.

Free-In Free-Out - When cargo is booked as Free-in or Free-out, the Government will bring the cargo into the holds, stow it and/or trim it, tally it, lash it and/or secure it (Free-in), and take it from the holds and discharge it (Free-out) with customary dispatch, free of any risk, liability, and expense whatsoever to the Contractor.

General Cargo: Breakbulk/RORO – All static (non-wheeled cargo) except explosives (excluding IMO Class 1.4), helicopters, shipper owned 20 ft containers, excepted cargo, and hazardous cargo precluded from carriage by a Contractor under a Contractor's policy.

General Cargo: Container – All container cargo except refrigerated cargo, explosives (excluding IMO Class 1.4), over-dimensional cargo, excepted cargo, and hazardous cargo precluded from carriage by a Contractor under a Contractor's policy.

Hazardous Cargo - A substance or material including a hazardous substance, which has been determined by the Secretary of Transportation or International Maritime Organization (IMO) to be capable of posing an unreasonable risk to health, safety and property when transported in commerce and which has been so designated. For purposes of applying Hazardous surcharges or the use of Hazardous commodity rates, Hazardous cargo must be required to be stowed on deck per U.S. Coast Guard Regulations.

Heavy Lift Cargo – Pieces and packages having a gross weight in excess of 50 long tons excluding wheeled or tracked vehicles on RO/RO vessels.

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

Household Goods -Shipments of household goods and baggage.

International through Government Bill of Lading (ITGBL) Contractor - a Contractor or forwarder of personal property that holds an appropriate certificate(s) or permit(s) issued by a Federal or State regulatory agency approved by DoD. ITGBL Contractors are DoD designated Government Contractors with ordering authority to book Code 3 MHHG under this document.

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

Line-Haul - The movement of a container between the Contractor's terminal at the port where the container is loaded to, or discharged from, the vessel and another place outside of the Commercial Zone or modified zone of that United States port city or beyond a 10-mile radius of the city limits of that foreign port city by means other than the Contractor's principal vessels, such as by highway, railway, canal or river, or in specific instances by feeder vessels, ferry or bargeship system.

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

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

Measurement Ton (MsT) – 40 cubic feet.

Normal Access - Such access to the space as will permit efficient and expeditious loading and discharging by means routinely employed in commercial practice in loading and discharging like cargo in liner service in ships service of the same type as the Contractor's vessel.

No Show - Booked cargo that is not available for lift on board the scheduled vessel sailing through no fault of the Contractor and which was not timely cancelled.

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

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

Ordering Activity - Includes the Commander, Military Traffic Management Command (MTMC), and his designees, including authorized agents of the Government.

Ordering Officer (OO) - Appointed in writing by The Chief, Transportation Acquisition Division, MTMC responsible for but not limited to the following: booking cargo and issuing shipping orders; sampling bookings for low cost; monitoring cargo allocation, if applicable; recommending addition/deletion of routes/ services; and authorizing substitution of equipment and staging.

Over Dimensional Cargo - Cargo that when booked to be shipped as container cargo where at least one dimension exceeds any external dimension of a container's width (8') or height (8'6") but does not exceed the following maximum dimensions:

Weight: 48,000 lbs.
Length: 40'00"
Width: 11'00"
Height: 11'00"

Oversized Container Cargo - Cargo which when stowed aboard a cellular container ship would require more space than the space needed to load a 40 ft long, 8'6" high, 8 ft wide dry container; i.e., would require more than one (1) container space of this size. Exceptions to this definition are described as "Over Dimensional Cargo."

Oversized Breakbulk Cargo - Cargo that has any one dimension over 50 feet long, more than eleven (11) feet wide or over eleven (11) feet in height, or as determined by the Ordering Officer, requires special handling equipment for loading aboard or discharging from a vessel because of that cargo's atypical size. All wheeled or tracked vehicles regardless of size are excluded from this definition. Extra length charges are not applicable to cargo defined as oversized cargo.

Procurement Contracting Officer (PCO) - The PCO is responsible for managing all contract actions and substantive contract changes.

Regularly Scheduled Sailings - Sailings at regular intervals maintained between the same port ranges, and consisting of regular arrivals and departures along an established route, which will provide predictable Liner type service.

Required Delivery Date – A date established by the application of the standards in the contract when cargo must be delivered by the Contractor. RDDs will not require delivery in less time than the time definite standard, unless mutually acceptable between the OO and the Contractor in the booking.

SEAVAN Service Codes - MILSTAMP codes which indicate the extent of service for which the ocean Contractor is paid.

When the ocean Contractor's responsibility for movement begins or ends:

K - At the Contractor's terminal (Pier Service).

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

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

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

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

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

T - Same as Code L, 1-9, or M except cargo is booked as a "Through Shipment" under Single Factor Rates for Specialized Customer Requirements (SCR) Section cargo shipments.

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

Shortstop – To stop a stuffed container at the carrier's terminal where the Administrative Contracting Officer (ACO) has elected to take delivery, with final destination delivery to be performed by the Government.

Shutout - Cargo that is available for stevedoring but unable to be loaded on board the vessel to which it is booked due to operational circumstances or overbooking of the vessel.

Staging – A delay in commencement of drayage or line-haul or delay in on-carriage transit requested by the Government. Containers may be staged at the carrier's terminal or port facility, or at any other location chosen by the carrier, such as a railhead or barge terminal. Constructive staging is a delay in the final receipt of the cargo by the Government at the inland destination after release and commencement of on-carriage from the discharge port caused by the Government's refusal or inability to accept the containers at the inland destination.

Swing Cargo – Cargo, which may be containerized or shipped breakbulk/RORO.

US Flag Service – Full Service – Service where cargo is only loaded on US Flag ships between ports of embarkation and final port of discharge.

Combination Service – Service where the cargo is loaded on US Flag ships for at least one segment of the transocean carriage.

Water Clearance Authority (WCA) – An activity, which controls and monitors the flow of cargo into ocean terminals. See MILSTAMP Appendix J. May also perform authorized Customs Entries.

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

6.3 General Definition of Trade Areas

Africa: Includes all ports within East Africa, South Africa, West Africa and the Ascension Island.

Azores: Includes all ports in Azores Islands

Black Sea: Includes Black Sea ports within the following countries: Bulgaria, Georgia, Romania, Russia, Turkey, and Ukraine.

Caribbean: Includes ports in the Caribbean Area and the following countries: Bahamas, Turks and Caicos, Aruba, Curacao, Bonaire, Bermuda Islands, Cuba, Caymans, Dominican Republic, Haiti, Jamaica, Lesser Antilles, Puerto Rico, Grenadines, Barbados, Grenada, St Vincent, St Lucia, Martinique, Dominica, Guadeloupe, Antigua, Barbuda, Montserrat, Saba, St Kitts/Nevis, St Barthelemy, Anquilla, St Martin/Maarten, British Virgin Islands, Trinidad, Tobago and the British Virgin Islands, St. Croix and St. Thomas.

Central America/Mexico: Includes ports within the following countries: Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, and Panama.

Continental Europe & United Kingdom & Ireland: Includes ports on the north and west coasts of Europe from the northern border of Germany to the northwestern junction of Spain and Portugal and all ports within the British Isles and Ireland; Belgium, Benelux, Faroe Islands, France (Western Coast), Germany, Ireland, Netherlands, Portugal (Northwestern Junction), Shetland Islands, Spain (Bay Biscay ports) and United Kingdom.

Far East Area: Includes ports within the following countries, colonies, island and island groups; Japan, North and South Korea, China (PRC), Taiwan, Hong Kong, Philippine Islands, Ryukyu Islands (Okinawa), Bonin Islands, Thailand, Indonesia, Malaysia, Singapore, Vietnam, and Cambodia.

Hawaii: Includes all Hawaiian ports: Kauai, Kure Island, Lanai, Mainland Hawaii, Maui, Niihau, Oahu and Tern Island

Iceland: Includes all Iceland ports.

Mediterranean Area: Includes ports in Portugal, Spanish ports between the boundary of Portugal and Gibraltar, ports of Morocco including Atlantic ports, ports of the Madeira and Canary Islands, ports of the Mediterranean and arms thereof, including the Bosporus and inlands or island groups within the Mediterranean, but does not include ports of the Black Sea: The Mediterranean includes zones Adriatic Sea, Eastern Mediterranean and Western Mediterranean.

Middle East, South Asia and Indian Ocean: Includes ports in the Red Sea, Gulf of Aqaba, Gulf of Suez, Gulf of Aden, Arabian Sea, Gulf of Oman, Persian Gulf, Bay of Bengal, Andaman Sea; and Indian Ocean ports in India, Sri Lanka, Yemen, Oman and Seychelles Islands.

Oceania: Includes ports in American Samoa, Australia , New Zealand, Micronesia, Northern Marianas Islands, Kiribati, Marshall Islands, Johnston Island, Marcus Island, Palau, French Polynesia, Cook Islands, Tonga, Samoa, Tuvalu, Fiji, Wallis and Futuna, Papua New Guinea, Solomon Islands, New Caledonia, Vanuatu, Guam

Scandinavia/Baltic: Includes ports in Estonia, Latvia, Lithuania, Poland, Norway, Denmark, Finland, Sweden and Russian (West Coast).

South America: Includes ports in Colombia, Brazil, Uruguay, Ecuador, Chile, Peru and Argentina, Falkland Island, Venezuela, Guyana, French Guiana, and Suriname.

U.S. East Coast: Includes ports between the boundary of Maine and Canada
and the Southern tip of Key West Florida.

U.S. Gulf Coast: Includes ports between the boundary of Texas and Mexico on the Gulf of Mexico and Key West Florida on the Gulf of Mexico side.

U.S. West Coast: Includes ports between the boundary of California and Mexico and the States of Washington and Canada.

6.4 Index of Routes

01	U.S. West Coast – Far East
02	Continental Europe, U.K., Ireland - Middle East, South Asia, Indian Ocean
04	Middle East, South Asia, Indian Ocean Interport
05	U.S. East Coast – Continental Europe, United Kingdom, Ireland
06	U.S. East Coast – Mediterranean
07	U.S. East Coast – Middle East, South Asia, Indian Ocean
08	U.S. East Coast – Far East
11	U.S. Gulf Coast – Continental Europe, United Kingdom, Ireland
12	U.S. Gulf Coast – Mediterranean
13	U.S. Gulf Coast – Middle East, South Asia, Indian Ocean
14	U.S. Gulf Coast – Far East
16	Hawaii - Far East
18	Caribbean Interport
19	Far East Interport
20	Mediterranean Interport
23	U.S. West Coast – Continental Europe, United Kingdom, Ireland
24	Baltic – Continental Europe, United Kingdom, Ireland
27	Hawaii – Continental Europe, United Kingdom, Ireland
28	U.S. West Coast – Central America
34	Continental Europe, United Kingdom, Ireland – Mediterranean
36	Mediterranean - Hawaii
37	U.S. East Coast – Caribbean
39	U.S. East Coast – Central America
42	U.S. Gulf Coast – Caribbean
43	U.S. Gulf Coast – Central America
47	U.S. West Coast – Middle East, South Asia, Indian Ocean
48	Continental Europe - United Kingdom, Ireland Interport
49	Far East – Continental Europe, United Kingdom, Ireland
50	Far East – Mediterranean
51	Far East - Middle East, South Asia, Indian Ocean
53	U.S. West Coast – South America
54	U.S. West Coast – Oceania
55	U.S. East Coast – South America
56	U.S. Gulf Coast – South America
57	Mediterranean - Middle East, South Asia, Indian Ocean
60	U.S. East Coast - Africa
61	Far East - Oceania
62	Continental Europe, United Kingdom, Ireland – Iceland
63	Iceland - Mediterranean
64	Continental Europe - Azores
67	US West Coast - Africa
70	Azores - Mediterranean
71	Continental Europe, United Kingdom, Ireland – Africa
72	Continental Europe, United Kingdom, Ireland – Oceania
73	US Gulf Coast - Africa
74	Mediterranean - Africa
75	Africa - Middle East/Persian Gulf/Gulf of Oman
77	US East Coast – Oceania
79	Hawaii – Oceania
80	Oceania – Middle East, South Asia, Indian Ocean
81	Oceania Interport
82	Alaska – Far East
84	Caribbean – Central America/Mexico
85	Hawaii – Middle East, South Asia, Indian Ocean
88	Continental Europe, United Kingdom, Ireland - Caribbean

6.5 Descriptions of Certain Route/Zone Indices

The routes below have been structured into zones so that countries/ports can be grouped to best reflect market conditions and minimize the number of rates to be submitted by contractors. The service provided by contractors who provide rates for specific zones will be reflected in service profiles as described in proposals and vessel schedules maintained with the booking office.

6.5.1 Far East Area (Route Index Numbers 01, 08, 14, 16, 19, 51 and 61)

(a) CONUS - Far East Area (Route Indices 01, 08, and 14) rates stated herein cover the service between United States ports and ports of the countries, colonies, islands, island groups or specific ports as indicated, within the following zones.

Route Index/Zone	Country/Port Description
A2	Korea
A3	Okinawa
A6	Philippines
A7	Malaysia
A8	Singapore
A9	Thailand
B1	China
B2	Hong Kong
B3	Indonesia
B4	Taiwan
B5	Vietnam
E	Japan
F	Russia Pacific Ports

(b) Hawaii - Far East (Route Index Number 16) rates stated herein cover directional service between Hawaiian Island ports and the Far East zones as defined by Section 6.5.1(c)(1) below.

(c) Far East Interport (Route Index Number 19) countries are grouped into zones as indicated.

GROUP ZONE			Countries
(1)	A.	N.E.Asia:	Japan, Korea, & Okinawa
	B.	Chinas:	China, Hong Kong, & Taiwan
	C.	S.E.Asia:	Indonesia, Malaysia, Philippines, Singapore, Thailand, Vietnam, Cambodia & Laos

(2)

INTRAZONE	INTRAROUTE
A1	Japan-Korea
A2	Korea-Japan
A3	Okinawa-Japan
A4	Japan-Okinawa
A5	Okinawa-Korea
A6	Korea-Okinawa
B1	Between ports Chinas
C1	Between ports S.E. Asia

The rates are directional between Group zones. Within Intrazones Chinas and Southeast Asia rates are “between rates.” Within Intrazone N.E. Asia there are three “directional rate sets” , as described above A1 through A6.

(d) Far East - to/from other OCONUS Ports (Route Indices 49,50, 51, and 61) rates stated herein cover directional service between the Far East Group zones listed in Section 6.5.1(c)(1) above and the respective OCONUS zones.

6.5.2 Mediterranean Area (Route Index Numbers 06, 12, 34, 63, 66 and 70):

The Mediterranean area is divided into three zones. Zone A (Western Mediterranean) will embrace the area bounded by a line from the north Portugal - Spain border west and south of the Madeira and Canary Islands to the southern border of Morocco, thence northward and eastward to the Tunisia - Libya border and northeastward to Cape Spartivento in Italy, but east of Malta and Sicily and thence northward and westward along the west coast of Italy and the Mediterranean coast of France and Spain and west to the point of beginning. Zone B (Eastern Mediterranean) will embrace the remaining area in the Mediterranean lying eastward of the east boundary of Zone, except as otherwise provided in Zone C (Adriatic Sea).

The geographical areas affected are identified under their respective zones as follows:

Zone A (Western Mediterranean) includes ports in:

Portugal	Spain	- (From Southern boundary of Portugal to Mediterranean border of France)
Gibraltar	France	- (Mediterranean ports)
Monaco	Morocco	
Algeria	Italy	- (Tyrrhenian and Ligurian ports)
Tunisia	Malta	
Sardinia	Sicily	
Canary Islands	Madeira Islands	
Other islands lying within the zone		

Zone B (Eastern Mediterranean) includes ports in:

Libya	Greece	
Crete	Italy-	(except Adriatic and Ionian ports)
Lebanon	Turkey-	(Mediterranean ports including the Bosporus but not including the Black Sea)
Israel		
Cyprus	Egypt-	(Mediterranean ports)
		Other islands lying within the zone

Zone C (Adriatic Sea) includes ports in:

Albania
Croatia
Italy (Adriatic and Ionian ports)
Slovenia
Montenegro (Yugoslavia)

6.5.3 Mediterranean Interport (Route Index Number 20):

The Mediterranean Interport rates stated herein cover service between ports in the Mediterranean area and apply on movements between zones or within a zone.

6.5.4 Mediterranean - Middle East Interport (Route Index Number 57):

The rates stated herein cover service between the Middle East zones as defined in Section 6.5.8 and ports in the Mediterranean area, as identified in Section 6.5.2.

For directional purpose, "from" the Mediterranean to the Middle East is considered outbound.

6.5.5 Central America/Mexico (Route Index Numbers 28, 39, and 43)

(a) CONUS - Central America (Route Indices 28, 39 and 43) rates stated herein cover service between United States ports and ports of Central America via the following zones.

Route Index/Zone

A (West Coast of Central America) includes ports in:

Mexico (WC)
Guatemala (WC)
El Salvador
Nicaragua (WC)

B (East Coast of Central America) includes ports in:

Mexico (EC)
Belize
Guatemala (EC)
Nicaragua (EC)
Honduras

C (South Central America) Includes ports in:

Panama
Costa Rica

(b) Central America – Mediterranean (Route Index 66) rates stated herein cover services between the zones in Central America as defined in Section 6.5.5(a) above and the zones in the Mediterranean as defined in Section 6.5.2.

(c) Central America – Oceania (Route Index 69) rates stated herein cover services between the zones in Central America as defined in Section 6.5.5(a) above and zones in Oceania as defined in Section 6.5.11(a).

(d) Central America – Continental Europe, United Kingdom, Ireland (Route Index 65) rates stated herein cover services between zones in Central America and ports in Continental Europe, United Kingdom and Ireland as defined in Section 6.5.5 above.

(e) Central America – Far East (Route Index 83) rates stated herein cover services between zones in Central America as defined in Section 6.5.5(a) above and zones in Far East as defined in Section 6.5.1(c).

6.5.6 Caribbean (Route Index Numbers 18, 37, 42 and 84):

(a) CONUS – Caribbean (Route Indices 18, 37, 42 and 84) rates stated herein cover services between ports in CONUS and ports within the following zones of the Caribbean, except Zone E, Puerto Rico, which is included only for Routes 18 and 84:

Route Index Zones	**Country**
A Bahamas Area	Bahamas Turks and Caicos
B Eastern Caribbean	Aruba Curacao Bonaire Trinidad &Tobago Grenadines Barbados Grenada St Vincent St Lucia

	Martinique Dominica Guadeloupe Antigua Barbuda Montserrat Saba St Kitts/Nevis St Barthelemy Anquilla St Martin/Maarten British Virgin Islands
C. Jamaica/Caymans Dominican Republic	Caymans Jamaica Dominican Republic
D. Haiti	Haiti
E. Puerto Rico	Puerto Rico (Interport service)

(b) The Caribbean Interport (Route Index Number 18) rates stated herein cover services between ports in the Caribbean area and apply on movements within a single zone or between zones and include Puerto Rico and US Virgin Islands.

(c) Central America – Caribbean (Route Index Number 84) rates stated herein cover the services between the Caribbean as defined in Section 6.5.6(a) above and zones in Central America.

6.5.7 Scandinavia/Baltic (Route Index Numbers 10 and 32):

(a) CONUS – Baltic rates stated herein cover service between United States ports and Baltic countries via the following zones.

Route Index Zone	Country
A	Norway
B	Sweden
C	Finland
D	Denmark
E	Estonia
F	Latvia
G	Lithuania
H	Poland

(b) Baltic Interport (Route Index 24):

The Baltic Interport rates stated herein cover service between ports in Continental Europe, the United Kingdom and Ireland and in the above countries.

Rates stated herein cover service, directionally, for the Baltic zones and ports in Continental Europe, United Kingdom and & Ireland. For directional purposes, from Baltic is considered outbound.

6.5.8 Middle East, South Asia and Indian Ocean Area (Route Index Numbers 07, 13 and 47):

CONUS - Middle East Area rates stated herein cover the service between United States ports and ports of the Middle Eastern countries within the following zones.

Route Index Zone	Description
F2	Republic of Kuwait.
F3	Persian Gulf and Gulf of Oman ports include: Dammam, Saudi Arabia; United Arab Emirate (UAE) ports; Bahrain; Qatar, and Mina Qaboos (includes the ports of Muscat and Muttrah).
F4	Arabian Sea ports are limited to the following: Ports in Oman (South of Mina Qaboos); Ports in the People's Democratic Republic of Yemen

CONUS - South Asia rates stated herein cover service between United States ports and ports within the following zone(s):

Route Index Zone	Description
B	Pakistan and India West Coast Ports

CONUS - Indian Ocean rates stated herein cover service between United States ports and ports within the following zone(s):

Route Index Zone	Description
C	Victoria Harbor, Seychelles Islands

Route Index Zone	Description
D	Gulf of Aden (except ports in Yemen), Gulf of Aqaba, Gulf of Suez and Red Sea

Route Index Zone	Description
E	Bay of Bengal and Andaman Sea ports to include: India (EC), Burma, Sri Lanka, and Bangladesh

6.5.9 South America (Route Index Numbers 53, 55 and 56):

CONUS - South America rates states herein cover service between United States ports and ports on the East and West coasts of South America via the following zones.

Route Index Zone	Country
East Coast of South America	
A1	Columbia
A2	Brazil
A3	Uruguay
A4	Argentina
A5	French Guinea Guyana Suriname Venezuela

West Coast of South America

B1 Columbia

B2 Ecuador

B3 Peru

B4 Chile

6.5.10 Continental Europe & United Kingdom & Ireland - Middle East Interport (Route Index 02):

The rates stated herein cover service, directionally, from the Middle East zones as defined in Section 6.5.8 to ports in Continental Europe & United Kingdom and Ireland. For directional purposes, "from" Continental Europe & United Kingdom to the Middle East will be considered outbound.

6.5.11 Oceania Area

(a) CONUS – Oceania (Route Indices 54, 61, 72, 77, and 79) rates stated herein cover services between United States ports and ports of the countries, islands and island groups or specific ports as indicated within the following zones:

Route Index/Zone	Country
Zone A1	Australia (Ports in the country of Australia)
Zone A2	New Zealand (Ports in the country of New Zealand)
Zone B1	Northern Marianas Islands (Saipan, Tinian, Rota)
Zone B2	Guam
Zone C	American Samoa (Ports in American Samoa)
Zone D	Kwajalein (Kwajalein Atoll)
Zone E	North Central Pacific (ports in Johnston Island and Marcus Island
Zone F	Micronesia (Ports in the Federated States of Micronesia)
Zone G	Marshall Islands (All ports in Marshall Islands except Kwajalein Atoll)
Zone H	Coral Sea. (Ports in Papua New Guinea, Solomon Islands, New Caledonia, and Vanuatu)
Zone I	South Pacific. (Ports in French Polynesia, Cook Islands, Tonga, Samoa, Tuvalu, Fiji, Wallis and Futuna)
Zone J	Palau (Ports in the country of Palau)
Zone K	Kiribati (Ports in the country of Kiribati)

(b) Central America – Oceania (Route Index 69) rates stated herein cover services between the zones in Central America as defined in Section 6.5.5 and the zones in Oceania as defined in Section 6.5.11(a).

(c) Continental Europe, United Kingdom, Ireland – Oceania (Route Index 72) rates stated herein cover services between ports in Continental Europe, United Kingdom and Ireland, and the zones in Oceania as defined in Section 6.5.11(a).

(d) Mediterranean – Oceania (Route Index 85) rates stated herein cover services between zones in the Mediterranean as defined in Section 6.5.2 and zones in the Oceania as defined in Section 6.5.11(a).

(e) Hawaii – Oceania (Route 79) rates stated herein cover services between ports of the Hawaiian Islands and the Oceania zones as defined in Section 6.5.11(a) above.

(f) Oceania – Middle East, South Asia, Indian Ocean (Route 80) rates stated herein cover services between zones in Oceania as defined in Section 6.5.11(a) and zones in the Middle East, South Asia, Indian Ocean as defined in Section 6.5.8.

6.5.12 Africa

(a) CONUS – Africa (Routes 60, 67, and 73) rates stated herein cover services between United States ports and port of the countries as indicated with the following zones:

Zone 1 West Africa - All ports in Africa from Western Sahara to Angola. (All Morocco ports are in West Med.)

Zone 2 South Africa - Ports in Namibia and South Africa

Zone 3 East Africa - All ports from Mozambique and continuing to include Somali Indian Ocean ports. Also includes ports in Madagascar.

Africa Red Sea and Gulf of Aden ports are included in Mideast area. North Africa is included in Mediterranean area.

(b) Continental Europe, UK and Ireland – Africa (Route Index 71) rates stated herein cover services between ports in Continental Europe, United Kingdom, and Ireland and the zones in Africa as defined in Section 6.5.12(a).

(c) Mediterranean – Africa (Route Index 74) rates stated herein cover services between zones in the Mediterranean as defined in Section 6.5.2 and the zones in Africa as defined in Section 6.5.12(a).

(d) Middle East, South Asia and Indian Ocean – Africa (Route Index 75) rates stated herein cover services between zones in the Middle East, South Asia and Indian Ocean as defined in Section 6.5.8 and the zones in Africa as defined in Section 6.5.12(a).

6.5.13 Designated Ports with Port Arbitraries

Contractors may establish port arbitraries, by the effective date of the contract, for selected countries/ports when ocean rates have not been provided for the route/zone designated to service this area or the contractor's service profile for a route/zone does not include regular service to the specific country/port. The port arbitrary surcharge is used in conjunction with an accepted ocean rate for a route/zone to link the service on the route/zone with the feeder service to the country/port covered by the port arbitrary. Arbitraries established after the effective date of the contract are subject to the Carrier Protection from Competition Clause. Port arbitraries may be provided for the following countries/ports:

Countries/Ports
Algeria
Tunisia
Cyprus
Black Sea Ports
Norway East
Sweden
Finland
Denmark
Estonia
Latvia
Lithuania
Poland
Norway West
Morocco
Rhine River Ports

RATE RULES

A-1 CONTAINER RATES

A. APPLICATION OF OCEAN FREIGHT RATES

1. General Application. All rates included herein are based on Liner Terms. Except as otherwise provided, all basic ocean freight rates are stated in U.S. dollars and cents per manifested type/size container and apply between carrier's terminal at the loading port and the carrier's terminal at the discharge port. Basic ocean freight rates shall be applicable, to all categories of cargo except as specified below.

(a) CARGO shipped in FLATRACK containers shall be freighted at the General Cargo container rate. In addition, the carrier's lump sum flatrack surcharge will be added to the total freight for this cargo. This provision is not applicable to excepted commodities. The flatrack surcharge is for each route index by size container and direction of movement. The outbound direction for each route is the first geographic origin identified for the route at paragraph 6.4. For interports, the surcharge is a “between” rate for each size container. For cargo moving under single factor rates, the flatrack surcharge applicable to the specific route, size and direction is applicable, and is in addition to the single factor rate.

(b) MOVEMENT OF EMPTY GOVERNMENT OWNED OR LEASED CONTAINERS
The basic rate for empty Government furnished containers will be fifty percent (50%) of the applicable general cargo container rate, except for empty Government flat rack containers, car carriers, or other specialized types of containers.

(i) The carrier's charges for drayage or inland of empty Government containers will be the same as the Carrier rates contained in the Schedule of Rates.

(ii) When the carrier provides any of the services for Accessorial rates, in connection with service provided to Government containers, the appropriate Carrier rates contained in the Schedule of Rates will be applicable.

(c) HAZARDOUS CARGO SURCHARGE – The lump sum surcharge will only apply, per container, to hazardous cargo requiring on deck stowage per Coast Guard Regulations. The surcharge will be in addition to the general cargo container rate. This charge does not apply to excepted commodities.

(d) SMALL ARMS AMMUNITION – Small Arms Ammunition (International Marine Organization (IMO) Class 1.4) is moved at the same rate as general cargo.

(e) TWENTY-FOOT DRY CONTAINER FORMULA –For routes where 20 foot dry rates are not specifically solicited, 20 foot dry container ocean rates will be calculated at 75% of the applicable 40 foot and over dry rates and rounded to the nearest dollar. This formula is not applicable to single factor rates or linehaul rates.

(f) FORTY-FIVE FOOT CONTAINERS. A surcharge of 12.5% of the basic rate for a 40 foot container shall be applied for use of a 45 foot (or greater) container.

(g) HIGH CUBE CONTAINERS. A container (dry or reefer) in excess of 8’6” in height shall be paid at the same rate as an 8’6” container.

(h) COMMINGLING OF GOVERNMENT LTL AND COMMERCIAL CARGO:
Government cargo commingled with commercial cargo shall be freighted in accordance with the following formula: Carrier’s basic ocean rate for a 40’ container divided by 59 multiplied by manifested cargo measurement tons; a 20’ container is divided by 29 multiplied by manifested cargo measurement tons.

(i) TANK CONTAINERS: Bulk liquid commodities will be containerized in Government owned or leased 24,000 Liter Type IMO-1. Bulk Tank Containers. The Government will pay for such service at the rates for each overland linehaul segment; the ocean segment will be paid at the carrier’s 20-foot general cargo dry container rate, plus an additional lump sum surcharge of $500.00 for each loaded tank container or empty tank container that is NOT cleaned, sealed and certified. Clean and empty tank containers will be paid at the carrier’s 20-foot general cargo dry container rate, without the surcharge for the ocean segment. Carrier provided tank containers will be negotiated on a case by case basis.

(j) RATES FOR SPECIALIZED CUSTOMER REQUIREMENTS (SCR): Single factor rates will apply to majority of cargo moving under SCRs. These are “all in” rates except for Currency Adjustment Factor (CAF), Bunker Adjustment Factor (BAF), War Risk, and other accessorials identified in the contract. Single factor rates can apply to point to point, point to port, or port to point movements.

(k) PORT ARBITRARIES: A lump sum surcharge by size container and commodity is applicable for selected ports designated by the government. The port arbitrary will be added to the ocean rate for the route/zone to be used for the specific movement and is applicable to all directions of movement. Port Arbitraries are not to be used in conjunction with single factor rates. Paragraph 6.5.13 identifies the ports for which port arbitraries may be established for this contract. The surcharge will be listed in the Table 7, Accessorial Requirement Rates.

B. APPLICATION OF DRAYAGE AND INLAND RATES

1. General Application. All drayage or inland services rates are stated in dollars and cents per manifested container size/type and are applicable for drayage or inland services furnished by the Carrier in conjunction with basic ocean services. All drayage and inland rates are for between service. No directional rates will apply under this contract. Drayage or inland charges for excepted and oversized cargo will be negotiated with the CO prior to booking. Drayage and inland rates apply for tanker containers unless specifically provided herein.

2. Percentage Differential Accessorial for Refrigerated Cargo. Rates for drayage or inland service in connection with the transportation of refrigerated cargo are applied at an additional 5% of the basic general cargo drayage, inland or mileage rate unless rates for reefer linehaul are specifically provided herein.

(a) The rate stated for linehaul between the port of call and a foreign inland city or an inland place other than a city, shall apply to any place within a 10-mile radius of the city limits of such city or limits of such place.

3. Inland Rate Application CONUS

(a) The rate stated for drayage or linehaul between the port of call and a United States port city, inland city or a place other than a city shall apply to any place within the Commercial Zone as described by the Surface Transportation Board (STB) or modified zone of such city or limits of such place.

(b) In the absence of specific linehaul rates between points within CONUS, inland charges are computed using mileage band rates, multiplied by the mileage found in the Defense Table of Official Distances (DTOD). Rates for mileage bands under fifty-one (51) miles are per container. Mileage rates are stated as one way mile rates by container size and are only used where no specific point/port rate exists. The DTOD is the official source for calculating distances when applying mileage rates. A commercial product that is DTOD-compliant is "PC*Miler" that will produce distance calculations identical to DTOD. Contractors who have PC*Miler will be provided a file of the official mileages to be used for all point to port and port to point combinations using mileage based rates. Contractors who elect to use another source for computing mileages cannot be provided this file. Should there be any differences in the mileages computed by DTOD and the mileage invoiced by the contractor, the contractor will be paid based on the DTOD mileages. Mileage rates apply between points and ports in the country named in the rate table, except that the US mileage rate table shall also apply from/to points in Canada and include ports in the US and Canada.

(c) When a contractor serves a CONUS port city by actual ship call, the drayage rate applies between the contractor’s terminal at that port of call and places within the port areas as defined by Attachment 4.

4. Drayage/Inland Rate Application OCONUS.

(a) When a carrier serves a foreign port city by actual ship call, the drayage rate applies between the carrier's terminal at that port of call and places within a 10-mile radius of the city limits of that foreign port city.

(b) Customs Facilitation Fee. This fee based on a cost per container (Port Call File Number) is to compensate carriers for assisting consignees with the custom clearance of cargo in areas where there is no government presence.

5. Inland Service by Ferry or by Barge-Ship Systems.

Inland rates shall apply to inland service provided by commercial ferry, or by commercial barge ship systems in the following instances:

(a) Between ports in the United Kingdom and ports in Eire.
(b) Between ports on the mainland of Italy and ports of Sicily and Sardinia.
(c) Between ports in mainland Greece and ports in Crete.
(d) Between ports in Japan and Misawa, Japan

6. Grouping of Certain Ports, Cities, and Place.

In order to avoid proliferation of rates, certain ports and inland points have been grouped together as described in Attachment 4, City Report by Locations. Provisions applicable to these groupings are set forth below:

(a) Service via the German ports of Hamburg, Bremen and Bremerhaven shall be considered alternate ports to be interchangeable in connection with the application of line-haul rates between actual port of call and inland cities or other inland places. Service via the Benelux ports of Antwerp, Zeebrugge, Rotterdam and Amsterdam shall be considered alternate ports to be similarly interchangeable in connection with the application of line-haul rates between the actual port of call and inland cities or other inland places.

(b) Certain OCONUS port cities, inland cities or and other inland places have been arranged into geographic groups. The line-haul rate for a particular group applies to line-haul service between the contractor's terminal at the port of call and any place within a 10-mile radius of the city limits of each inland city or limits of other places within that group.

(c) In addition, certain CONUS inland points and places have been arranged into geographic groups. The line-haul rate for a particular group applies for line-haul service between the contractor's terminal at the port of call and any place within the Commercial Zone, as described by the STB, of each city within the group, including all unincorporated areas and all of any other municipality, any part of which lies within such zones.

(d) Government will provide contractors with a listing of all points included within the geographical groupings as configured based on above criteria.

(e) The ports listed below have been grouped. For routings via below listed ports, CARE II SM will only accept routings that use the port grouping for single factor and linehaul rates.

Port Group	**Port Members**
New York	New York Bayonne Newark Elizabeth Howland Hook Kearney
Philadelphia	Philadelphia Pensauken
Norfolk	Norfolk Newport News Portsmouth Virginia Beach
Miami	Miami Port Everglades Fort Lauderdale
Galveston Bay Ports	Galveston Houston
Los Angeles	Los Angeles Long Beach San Pedro Wilmington Terminal Island

	Torrance
San Francisco Bay Area	San Francisco Oakland Richmond Oakland Mare Island Alameda
Puget Sound Ports	Bremerton Seattle Tacoma
Calcutta	Calcutta Haldia
Dammam	Dharan Dammam
Karachi	Karachi Port Qasim
Maputo	Maputo Lourenco Marques
Muscat	Muscat Mina Qaboos
Naha	Naha Aja
Naples	Naples Salerno
Thamesport	Thamesport Isle of Grain

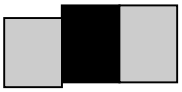
C. OVERDIMENSIONAL CARGO

(1) Selection of the equipment used for ocean transportation shall not result in over length dimensions when the cargo is loaded on the container, unless the carrier and the Government mutually agree to this at the time of cargo booking. For example, cargo 24 feet in length shall be loaded on a 40 foot flatrack, not a 20 foot flatrack.

(2) Charges for over dimensional cargo stowed on a vessel in containers shall equal the additional ocean rate for equivalent displaced standard dry container(s) by size, in accordance with the following formula (which includes use of a flatrack container):

In gauge:	BOF (Basic ocean freight) +FRS (Flat rack surcharge) TP (Total price)	
Over height:	BOF+(BOF x 65%) +FRS TP	
Over width:	BOF+((BOFx2) x 65%) +FRS TP	

Over height and over width: BOF+((BOFx5) x 65%)
+FRS
TP



NOTE: The blocks in the above examples depict the displaced cells based on shipments being over height, over width, or both over height and over width. The black block is the loaded flatrack and the gray blocks are the displaced cells.

A 35% discount off the basic ocean freight rate shall be applied for displaced slots in any configuration.

(3) If other than flatracks are used to ship over dimensional cargo, the flatrack surcharge shall not be applied to the formula.

(4) Flatrack surcharges shall not apply to Government owned flatracks in the rate computation for over dimensional cargo.

(5) Displaced slots for which charges are assessed will be counted toward the minimum cargo guarantee.

(6) Cargo that cannot be loaded on or in an intermodal container (closed, open top, flatrack) prior to stevedoring is not covered by this formula.

(7) The over dimensional formula is limited to port to port terms only. Basic ocean freight (BOF) is the General Cargo Ocean Container Rate from the Table of Rates of the General Contract Section (GCS).

(8) This formula can be applied to cargo exceeding either the weight and/or the dimensions defining over dimensional cargo when the Government and the carrier mutually agree to do so at the time of cargo booking.

4) CARGO HANDLING

When this service is ordered by the Government, contractors will be paid for each manifest MsT for providing cargo handling services which consist of stuffing, unstuffing, transloading and consolidation of containerized cargo at contractor designated facilities. The rate applies without regard to size/type container and includes tallying of cargo, and necessary blocking, bracing or dunnage.

A-2 BREAKBULK / RORO Rates

APPLICATION OF OCEAN FREIGHT RATES

1. General Application. All rates included herein are based on Free In, Free Out (FIO) terms. Basic ocean freight rates shall be applicable, to the commodity categories as specified below:

General Cargo	Government Owned/Leased Dry Containers
Light Vehicles	Helicopters
Heavy Vehicles	

(a) Cargo shall be rated based on a Measurement Ton (MsT) as defined as either 40 cubic feet per ton or 2240 lbs. per ton, whichever will generate the highest tonnage units and revenue when applied to the dimensions and weight of cargo. Government owned/leased dry containers should be rated per container size. Only General Cargo will be rated on a weight or cube basis. Only General Cargo will be rated on a weight or cube basis.

(b) When liner service is required for breakbulk shipments at the load port, discharge port or at both ports, the applicable liner term rate(s) in the Table of Accessorials will be added to the FIO ocean rate for the ports where liner service is ordered.

(c) EXTRA LENGTH CHARGE shall be added to and in conformity with the base rate (per MsT) for each additional 10 feet in length, or fraction thereof, in excess of 45 feet. This charge does not apply to excepted commodities.

(d) BARGE FAK RATE: Cargo shipped in a barge loaded exclusively with military cargo booked under this Contract at the Barge Freight All Kinds (FAK) rate shall be freighted at the barge FAK rates set forth in Table 8. These rates

only apply to breakbulk service utilizing a system of barges or lighters transported by a mother ship. Rates are lump sum per barge.

(e) HAZARDOUS CARGO SURCHARGE – The surcharge applies to hazardous cargo requiring on deck stowage by Coast Guard regulations, and is expressed as a rate per MsT to be added to the commodity rate for the ocean transportation.

(f) In accordance with booking terms, when the Government requests the carrier to provide loading and/or discharging service for self-propelled wheeled or tracked vehicles, and the vehicle(s) are delivered in an undriveable condition or become inoperable prior to loading or discharge, the government will be liable for the extra handling incurred by the Contractor at a rate of $75.00 per vehicle at origin, if applicable, and/or $75.00 at destination, if applicable, maximum not to exceed $150.00 per vehicle. The Contractor shall certify that the vehicle is inoperable, stating the TCN and/or vehicle serial number, vessel name and voyage number, sailing date and port of loading/destination.

(g). When ocean service is ordered to a port subject to the Port Arbitrary, the Port Arbitrary rate in the Table of Accessorials applicable to the specific port is added to the FIO ocean rate for the trade route used to deliver cargo to the intermediate port for transshipment to the arbitrary port. The Port Arbitrary surcharge includes costs to load or discharge feeder vessels at intermediate ports. Service at the arbitrary port is FIO unless liner service is ordered.

(h) Vessel Demurrage - Contractor will be compensated for berthing delays caused by the Government (See paragraph 4.3.2.3.3) based on demurrage rates (per vessel day) in the accessorial table. Charges are pro-rated for the actual period of delay.

ATTACHMENT 1

USC-04 GENERAL SECTION
HAZARDOUS CARGO LISTING

The table below identifies the proper shipping names and U.N. numbers for hazardous cargo/dangerous goods in limited quantities and Hazardous Material routinely shipped by USC-04 customers.

UN Number	Shipping Name	Hazard Class
UN0012	CARTRIDGES FOR WEAPONS, INERT PROJECTILE	HAZ:1.4S
UN0191	SIGNAL DEVICES, HAND	HAZ:1.4G
UN0276	CARTRIDGES, POWER DEVICE	HAZ:1.4C
UN0323	CARTRIDGES, POWER DEVICE	HAZ:1.4S
UN0348	CARTRIDGES FOR WEAPONS, WITH BURSTING CHARGE	HAZ:1.4F
UN0349	ARTICLES, EXPLOSIVE,N.O.S.	HAZ:1.4S
UN1001	ACETYLENE, DISSOLVED	HAZ:2.1
UN1002	AIR COMPRESSED NON - FLAMMABLE GAS	HAZ:2.2
UN1005	AMMONIA, ANHYDROUS	HAZ:2.3
UN1006	ARGON, COMPRESSED	HAZ:2.2
UN1009	BROMOTRIFLUOROMETHANE [OR] REFRIGERANT GAS, R 13B1	HAZ:2.2
UN1011	BUTANE [SEE ALSO] PETROLEUM GASES, LIQUEFIED	HAZ:2.1
UN1013	CARBON DIOXIDE	HAZ:2.2
UN1014	CARBON DIOXIDE AND OXYGEN MIXTURES, COMPRESSED	HAZ:2.2
UN1016	CARBON MONOXIDE, COMPRESSED	HAZ:2.3
UN1017	CHLORINE	HAZ:2.3
UN1018	CHLORODIFLOROMETHANE	HAZ:2.2
UN1022	CHLOROTRIFLUOROMETHANE [OR) REFRIGERANT GAS, R 13	HAZ:2.2
UN1028	NON FLAMMABLE GAS DI-CHLORO-FLOUROMETHANE. REFRIGERANT GAS R	HAZ:2.2
UN1030	1,1-DIFLUOROETHANE [OR] REFRIGERANT GAS, R 152A	HAZ:2.1
UN1040	ETHYLENE OXIDE WITH NITROGEN	HAZ:2.3
UN1044	FIRE EXTINGUISHER CONTAINING COMPRESSED OR LIQUIFIED GAS	HAZ:2.2
UN1046	HELIUM, COMPRESSED	HAZ:2.2
UN1049	METAL HYDRIDES, WATERREACTIVE, N.O.S.	HAZ:4.3
UN1057	LIGHTERS, CIGARETTES,CONTAINING FLAMMABLEGAS	HAZ:2.1
UN1066	NITROGEN, COMPRESSED	HAZ:2.2
UN1070	NITROUS OXIDE	HAZ:2.2
UN1072	OXYGEN, COMPRESSED	HAZ:2.2
UN1073	OXYGEN, REFRIGERATED LIQUID (CRYOGENIC LIQUID)	HAZ:2.2
UN1075	PETROLEUM GASSES, LIQUIFIED	HAZ:2.1
UN1077	PROPYLENE [SEE ALSO] PETROLEUM GASES, LIQUEFIED	HAZ:2.1
UN1078	REFRIGERANT GASES, N.O.S.	HAZ:2.2
UN1079	SULFUR DIOXIDE	HAZ:2.3
UN1080	SULPHUR HEXAFLURIDE	HAZ:2.2
UN1089	ACETALDEHYDE	HAZ:3
UN1090	ACETONE	HAZ:3
UN1099	ALLYL BROMIDE	HAZ:3

UN1104	AMYL ACETATES	HAZ:3
UN1111	AMYL MERCAPTANS	HAZ:3
UN1113	AMYL NITRITES	HAZ:3
UN1120	BUTANOLS	HAZ:3
UN1123	BUTYL ACETATES	HAZ:3
UN1133	ADHESIVES, CONTAININGA FLAMMABLE LIQUID	HAZ:3
UN1139	COATING SOLUTION	HAZ:3
UN1145	CYCLOHEXANE	HAZ:3
UN1150	DICHLOROETHYLENE	HAZ:3
UN1153	ETHYLENE GLYCOL DIETHYL ETHER	HAZ:3
UN1170	ETHANOL	HAZ:3
UN1171	ETHYLENE GLYCOL MONOETHYL ETHER	HAZ:3
UN1172	ETHYLENE GLYCOL MONOETHYL ETHER ACETATE	HAZ:3
UN1184	ETHYLENE DICHLORIDE	HAZ:3
UN1188	ETHYLENE GLYCOL MONOMETHYL ETHER	HAZ:3
UN1193	ETHYL METHYL KETONE	HAZ:3
UN1198	FORMALDEHYD, SOLUTIONS, FLAMMABLE	HAZ:3
UN1202	GAS OIL	HAZ:3
UN1203	GASOHOL GASOLINE MIXED WITH ETHYL ALCOHOL,WITH NOT MORE THAN	HAZ:3
UN1206	HEPTANES	HAZ:3
UN1208	HEXANES	HAZ:3
UN1210	PRINTING INK FLAMMABLE	HAZ:3
UN1213	ISOBUTYL ACETATE	HAZ:3
UN1219	ISOPROPANOL	HAZ:3
UN1223	KEROSENE	HAZ:3
UN1230	METHANOL	HAZ:3
UN1233	METHYLAMYL ACETATE	HAZ:3
UN1245	METHYL ISOBUTYL KETONE	HAZ:3
UN1247	METHYL METHACRYLATE MONOMER, INHIBITED	HAZ:3
UN1262	OCTANES	HAZ:3
UN1263	PAINT INCLUDING PAINT, LACQUER ENAMEL, STAIN, SHELLAC SOLUTI	HAZ:3
UN1266	PERFUMERY PRODUCTS WITH FLAMMABLE SOLVENTS	HAZ:3
UN1267	PETROLEUM CRUDE OIL	HAZ:3
UN1268	PETROLEUM DISTILLATES, N.O.S.	HAZ:3
UN1272	PINE OIL	HAZ:3
UN1274	N-PROPANOL	HAZ:3
UN1293	TINCTURES, MEDICINAL	HAZ:3
UN1294	TOLUENE	HAZ:3
UN1299	TURPENTINE	HAZ:3
UN1300	TURPENTINE SUBSTITUTE	HAZ:3
UN1301	VINYL ACETATE, INHIBITED	HAZ:3
UN1307	XYLENES	HAZ:3
UN1325	FLAMMABLE SOLIDS, ORGANIC, N.O.S.	HAZ:4.1
UN1344	PICRIC ACID, WET, WITH NOT LESS THAN 10% WATER	HAZ:4.1
UN1350	SULFUR	HAZ:9
UN1361	CARBON, ANIMAL OR VEGETABLE ORIGIN	HAZ:4.2

UN1363	COPRA	HAZ:4.2
UN1366	DIETHYLZINC	HAZ:4.2
UN1402	CALCIUM CARBIDE	HAZ:4.3
UN1407	CESIUM	HAZ:4.3
UN1428	SODIUM	HAZ:4.3
UN1432	SODIUM PHOSPHIDE	HAZ:4.3
UN1436	ZINC POWDER	HAZ:4.3
UN1453	CALCIUM CHLORITE	HAZ:5.1
UN1454	CALCIUM NITRATE	HAZ:5.1
UN1463	CHROMIC ACID, SOLID	HAZ:5.1
UN1479	MEDICINES, OXIDIZING SUBSTANCE, SOLID, N.O.S.	HAZ:5.1
UN1485	POTASSIUM CHLORATE	HAZ:5.1
UN1486	POTASSIUM NITRATE	HAZ:5.1
UN1490	POTASSIUM PERMANGANATE	HAZ:5.1
UN1493	SILVER NITRATE	HAZ:5.1
UN1495	SODIUM CHLORATE	HAZ:5.1
UN1498	SODIUM NITRATE	HAZ:5.1
UN1564	BARIUM COMPOUNDS N.O.S	HAZ:6.1
UN1593	DICHLOROMETHANE	HAZ:6.1
UN1625	MERCURIC NITRATE	HAZ:6.1
UN1649	MOTOR FUEL ANTI-KNOCKMIXTURES	HAZ:6.1
UN1686	SODIUM ARSENITE, AQUEOUS SOLUTIONS	HAZ:6.1
UN1690	SODIUM FLUORIDE	HAZ:6.1
UN1707	THALLIUM COMPOUNDS, N.O.S.	HAZ:6.1
UN1710	TRICHLOROETHYLENE	HAZ:6.1
UN1711	XYLIDINES, SOLID	HAZ:6.1
UN1719	CAUSTIC ALKALI LIQUIDS, N.O.S.	HAZ:8
UN1748	CALCIUM HYPOCHLORITE,DRY W/MORE THAN 39% AVAILABLE CHLORINE	HAZ:5.1
UN1755	CHROMIC ACID SOLUTION	HAZ:8
UN1759	CORROSIVE SOLIDS N.O.S	HAZ:8
UN1760	CHEMICAL KIT	HAZ:8
UN1774	FIRE EXTINGUISHER CHARGES, CORROSIVE LIQUID	HAZ:8
UN1778	FLUOROSILICIC ACID	HAZ:8
UN1787	HYDRIODIC ACID SOLUTION	HAZ:8
UN1789	HYDROCHLORIC ACID, SOLUTION	HAZ:8
UN1791	HYPOCHLORITE SOLUTIONS WITH MORE THAN 5% BUT LESS THAN 16% A	HAZ:8
UN1805	PHOSPHORIC ACID	HAZ:8
UN1813	POTASSIUM HYDROXIDE,SOLID	HAZ:8
UN1814	POTASSIUM HYDROXIDE,SOLUTION	HAZ:8
UN1823	SODIUM HYDROXIDE SOLID	HAZ:8
UN1824	SODIUM HYDROXIDE SOLUTION	HAZ:8
UN1830	SULFURIC ACID WITH MORE THAN 51% ACID	HAZ:8
UN1832	SULFURIC ACID, SPENT	HAZ:8
UN1839	TRICHLOROACETIC ACID	HAZ:8
UN1840	ZINC CHLORIDE SOLUTION	HAZ:8
UN1862	EHTYL CROTONATE	HAZ:3

UN1863	FUEL, AVIATION TURBINE ENGINE	HAZ:3
UN1866	RESIN SOLUTION, FLAMMABLE	HAZ:3
UN1888	CHLOROFORM	HAZ:6.1
UN1897	TETRACHLOROETHYLENE	HAZ:6.1
UN1903	DISINFECTANTS, LIQUID, CORROSIVE N.O.S.	HAZ:8
UN1935	CYANIDE SOLUTIONS, N.O.S.	HAZ:6.1
UN1942	AMMONIUM NITRATE, WITH NOT MORE THAN 0.2% OF, COMBUSTIBLE SU	HAZ:5.1
UN1944	MATCHES SAFETY (BOOK,CARD OR STRIKE ON BOX)	HAZ:4.1
UN1950	AEROSOLS, CORROSIVE, (EACH NOT EXCEEDING 1 L CAPACITY)	HAZ:2.2
UN1954	COMPRESSED GAS, FLAMMABLE, N.O.S.	HAZ:2.1
UN1955	COMPRESSED GAS, TOXIC, N.O.S. [INHALATION HAZARD ZONE A]	HAZ:2.3
UN1956	COMPRESSED GASES, N.O.S	HAZ:2.2
UN1958	1,2-DICHLORO-1,1,2,2-TETRAFLUOROETHANE [OR] REFRIGERANT GAS,	HAZ:2.2
UN1963	HELIUM, REFRIGERATEDLIQUID (CRYOGENIC LIQUID)	HAZ:2.2
UN1966	HYDROGEN, REFRIGERATED LIQUID (CRYOGENIC LIQUID)	HAZ:2.1
UN1967	INSECTICIDE GASES, TOXIC, N.O.S.	HAZ:2.3
UN1968	INSECTICIDE GASES, N.O.S.	HAZ:2.2
UN1972	METHANE, REFRIGERATED LIQUID [(CRYOGENIC LIQUID)] [OR] NATUR	HAZ:2.1
UN1973	CHLORODIFLUOROMETHANE AND CHLOROPENTAFLUOROETHANE MIXTURE [O	HAZ:2.2
UN1974	CHLORODIFLUOROBROMOMETHANE [OR] REFRIGERANT GAS, R 12B1	HAZ:2.2
UN1977	NITROGEN, REFRIGERATED LIQUID CRYOGENIC LIQUID	HAZ:2.2
UN1978	PROPANE, PROPANE MIXTURE	HAZ:2.1
UN1983	1-CHLORO-2,2,2-TRIFLUOROETHANE [OR] REFRIGERANT GAS, R 133A	HAZ:2.2
UN1986	ALCOHOLS, TOXIC N.O.S.	HAZ:3
UN1987	ALCOHOLS, N.O.S.	HAZ:3
UN1992	FLAMMABLE LIQUIDS, TOXIC, N.O.S.	HAZ:3
UN1993	COMPOUNDS, CLEANING LIQUID	HAZ:3
UN1999	ASPHALT, AT OR ABOVEFLASHPOINT	HAZ:3
UN2000	CELLULOID IN BLOCK RODS ROLLS SHEETS TUBES,ETC, EXCEPT SCRAP	HAZ:4.1
UN2001	COBALT NAPHTHENATES,POWDER	HAZ:4.1
UN2014	HYDROGEN PEROXIDE, AQUEOUS SOLUTIONS W/MORETHAN 40% BUT NOT	HAZ:5.1
UN2017	AMMUNITION, TEAR-PRODUCING, NON-EXPLOSIVE,WITHOUT BURSTER OR	HAZ:6.1
UN2023	EPICHLOROHYDRIN	HAZ:6.1
UN2024	MERCURY COMPOUNDS, LIQUID, N.O.S.	HAZ:6.1
UN2025	MERCURY COMPOUNDS, SOLID, N.O.S.	HAZ:6.1
UN2031	NITRIC ACID OTHER THAN RED FUMING, WITH MORE THAN 70% NITRIC	HAZ:8
UN2053	METHYL ISOBUTYL CARBINOL	HAZ:3
UN2054	MORPHOLINE	HAZ:3
UN2056	TETRAHYDROFURAN	HAZ:3
UN2067	AMMONIUM NITRATE - FERTILIZERS	HAZ:5.1
UN2071	AMMONIUM NITRATE FERTILIZERS: UNIFORM NON-SEGREGATING MIXTUR	HAZ:9
UN2079	DIETHYLENETRIAMINE	HAZ:8
UN2193	HEXAFLUOROETHANE, COMPRESSED [OR] REFRIGERANT GAS, R 116	HAZ:2.2
UN2201	NITROUS OXIDE, REFRIGERATED LIQUID	HAZ:2.2
UN2206	ISOCYANATES, TOXIC, N.O.S., FLASHPOINT MORETHAN 61 DEGREES C	HAZ:6.1
UN2208	CALCIUM HYPOCHLORITEMIXTURES, DRY, W/MORETHAN 10% BUT NOT MO	HAZ:5.1

UN2212	ASBESTOS	HAZ:9
UN2254	MATCHES, FUSEE	HAZ:4.1
UN2259	TRIETHYLENETETRAMINE	HAZ:8
UN2315	POLYCHLORINATED BIPHENYLS	HAZ:9
UN2348	BUTYLACRYLATE	HAZ:3
UN2357	CYCLOHEXYLAMINE	HAZ:8
UN2369	ETHYLENE GLYCOL MONOBUTYL EHTER	HAZ:6.1
UN2380	DIMETHYLDIETHOXYSILANE	HAZ:3
UN2427	POTASSIUM CHLORATE, AQUEOUS SOLUTION	HAZ:5.1
UN2451	NITROGEN TRIFLUORIDE, COMPRESSED	HAZ:2.2
UN2465	DICHLOROISOCYANURIC ACID, DRY	HAZ:5.1
UN2466	POTASSIUM SUPEROXIDE	HAZ:5.1
UN2491	ETHANOLAMINE	HAZ:8
UN2514	BROMOBENZENE	HAZ:3
UN2574	TRICRESYL PHOSPHATE WITH MORE THAN 3% ORTHOISOMER	HAZ:6.1
UN2581	ALUMINUM CHLORIDE, SOLUTION	HAZ:8
UN2582	FERRIC CHLORIDE, SOLUTION	HAZ:8
UN2584	ALKYL SULFONIC ACIDS LIQUID, WITH MORE THAN5 % FREE SULFURIC	HAZ:8
UN2586	ALKYL SULFONIC ACIDS,LIQUID, WITH NOT MORETHAN 5 % FREE SULF	HAZ:8
UN2588	PESTICIDES, SOLID, TOXIC, N.O.S.	HAZ:6.1
UN2602	DICHLORODIFLUOROMETHANE AND DIFLUOROETHANE AZEOTROPIC MIXTUR	HAZ:2.2
UN2614	METHALLYL ALCOHOL	HAZ:3
UN2662	HYDROQUIONE	HAZ:6.1
UN2672	AMMONIA SOLUTIONS, RELATIVE DENSITY BETWEEN0.880 & 0.957 @ 1	HAZ:8
UN2680	LITHIUM HYDROXIDE, MONOHYDRATE	HAZ:8
UN2735	AMINES, LIUQID, CORROSIVE, N.O.S.	HAZ:8
UN2757	CARBAMATE PESTICIDES,SOLID, TOXIC	HAZ:6.1
UN2761	ORGANOCHLORINE PESTICIDES, SOLID TOXIC	HAZ:6.1
UN2783	METHYL PARATHION SOLID	HAZ:6.1
UN2784	ORGANOPHOSPHORUS PESTICIDES, LIQUID, FLAMMABLE, TOXIC, FLASH	HAZ:3
UN2789	ACETIC ACID, GLACIAL,WITH MORE THAN 80 % ACID, BY MASS	HAZ:8
UN2790	ACETIC ACID SOLUTION,WITH MORE THAN 10 % BUT NOT MORE THAN 8	HAZ:8
UN2794	BATTERIES, WET, FILLED WITH ACID, ELECTRICSTORAGE	HAZ:8
UN2795	BATTERIES, WET, FILLED WITH ALKALI, ELECTRIC STORAGE	HAZ:8
UN2796	BATTERY FLUID, ACID	HAZ:8
UN2797	BATTERY FLUID, ALKALI	HAZ:8
UN2800	BATTERIES, WET, NON-SPILLABLE, ELECTRIC STORAGE	HAZ:8
UN2802	COPPER CHLORIDE	HAZ:8
UN2809	MERCURY	HAZ:8
UN2810	COMPOUNDS TREE KILLING, LIQUID	HAZ:6.1
UN2811	SELENIUM OXIDE	HAZ:6.1
UN2821	PHENOL SOLUTIONS	HAZ:6.1
UN2831	1,1,1-TRICHLOROETHANE	HAZ:6.1
UN2856	FLUOROSILICATES,N.O.S.	HAZ:6.1
UN2857	REFRIGERATING MACHINES[, CONTAINING NON-FLAMMABLE, NONTOXIC,	HAZ:2.2
UN2876	RESORCINOL	HAZ:6.1

UN2880	CALCIUM HYPOCHLORITE,HYDRATED WITH NOT LESS THAN 5.5% BUT NO	HAZ:5.1
UN2902	PESTICIDES, LIQUID, TOXIC, N.O.S.	HAZ:6.1
UN2903	PESTICIDES, LIQUID, TOXIC, FLAMMABLE, N.O.S. FLASHPOINT NOT	HAZ:6.1
UN2910	RADIOACTIVE MATERIAL,EXCEPTED PACKAGE-INSTRUMENTS	HAZ:7
UN2912	RADIOACTIVE MATERIAL,LOW SPECIFIC ACTIVITY, N.O.S.	HAZ:7
UN2918	RADIOACTIVE MATERIAL, FISSILE, N.O.S.	HAZ:7
UN2920	CORROSIVE LIQUIDS, FLAMMABLE, N.O.S.	HAZ:8
UN2922	CORROSIVE LIQUIDS, TOXIC, N.O.S.	HAZ:8
UN2924	FLAMMABLE LIQUIDS, CORROSIVE, N.O.S.	HAZ:3
UN2926	FLAMMABLE SOLIDS TOXIC, ORGANIC, N.O.S.	HAZ:4.1
UN2927	TOXIC LIQUIDS, CORROSIVE, ORGANIC, N.O.S.	HAZ:6.1
UN2967	SULFAMIC ACID	HAZ:8
UN2974	RADIOACTIVE MATERIAL SPECIAL FORM NOS	HAZ:7
UN2982	RADIOACTIVE MATERIAL, NOS	HAZ:7
UN2984	HYDROGEN PEROXIDE, AQUEOUS SOLUTIONS WITH NOT LESS THAN 8% B	HAZ:5.1
UN2990	LIFE-SAVING APPLIANCES, SELF INFLATING	HAZ:9
UN2992	CARBAMATE PESTICIDES,LIQUID, TOXIC	HAZ:6.1
UN2994	ARSENICAL PESTICIDES,LIQUID, TOXIC	HAZ:6.1
UN3003	BENZOIC DERIVATIVE PESTICIDES, LIQUID, TOXIC, FLAMMABLE FLAS	HAZ:6.1
UN3010	COPPER BASED PESTICIDES, LIQUID, TOXIC	HAZ:6.1
UN3013	SUBSTITUTED NITROPHENOL PESTICIDES, LIQUID,TOXIC, FLAMMABLE	HAZ:6.1
UN3017	ORGANOPHOSPHORUS PESTICIDES, LIQUID, TOXIC,FLAMMABLE, FLASHP	HAZ:6.1
UN3018	ORGANOPHOSPHORUS PESTICIDES, LIQUID, TOXIC	HAZ:6.1
UN3020	ORGANOTIN PESTICIDES,LIQUID, TOXIC	HAZ:6.1
UN3021	PESTICIDES, LIQUID, FLAMMABLE, TOXIC, (FLASHPOINT LESS THAN	HAZ:3
UN3028	BATTERIES, DRY, CONTAINING POTASSIUM HYDROXIDE SOLID, ELECTR	HAZ:8
UN3072	LIFE-SAVING APPLIANCES, NOT SELF INFLATING [CONTAINING DANGE	HAZ;9
UN3077	ENVIRONMENTALLY HAZARDOUS SUBSTANCES, SOLID, N.O.S.	HAZ:9
UN3082	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S (OTTO FUE	HAZ:9
UN3085	OXIDIZING SOLID, CORROSIVE, N.O.S.	HAZ:5.1
UN3090	LITHIUM BATTERY	HAZ:9
UN3091	LITHIUM BATTERIES, CONTAINED IN EQUIPMENT	HAZ:9
UN3093	CORROSIVE LIQUIDS, OXIDIZING, N.O.S.	HAZ:8
UN3098	OXIDIZING LIQUID, CORROSIVE, N.O.S.	HAZ:5.1
UN3099	OXIDIZING LIQUID TOXIC, N.O.S.	HAZ:5.1
UN3105	ORGANIC PEROXIDE TYPED, LIQUID	HAZ:5.2
UN3107	ORGANIC PEROXIDE TYPEE, LIQUID	HAZ:5.2
UN3109	ORGANIC PEROXIDE TYPEF, LIQUID	HAZ:5.2
UN3116	ORGANIC PEROXIDE TYPED, SOLID, TEMPERATURECONTROLLED	HAZ:5.2
UN3120	ORGANIC PEROXIDE TYPEF, SOLID, TEMPERATURECONTROLLED	HAZ:5.2
UN3136	TRIFLUOROMETHANE, REFRIGERATED LIQUID	HAZ:2.2
UN3139	OXIDIZING LIQUID N.O.S.	HAZ:5.1
UN3147	DYES, SOLID, CORROSIVE, N.O.S.	HAZ:8
UN3156	COMPRESSED GAS, OXIDIZING, N.O.S.	HAZ:2.2
UN3159	1,1,1,2-TETRAFLUOROETHANE	HAZ:2.2
UN3161	LIQUEFIED GAS, FLAMMABLE, N.O.S.	HAZ:2.1

UN3163	LIQUIFIED GAS,N.O.S	HAZ:2.2
UN3164	ARTICLES HYDRAULIC CONTAINING NON-FLAMMABLEGAS	HAZ:2.2
UN3166	ENGINE, INTERNAL, COMBUSTION	HAZ:9
UN3171	BATTERY-POWERED VEHICLES [OR] BATTERY-POWERED EQUIPMENT	HAZ:9
UN3175	SOLIDS CONTAININGS FLAMMABLE LIQUID, N.O.S.	HAZ:4.1
UN3178	FLAMMABLE SOLID, INORGANIC, N.O.S.	HAZ:4.1
UN3188	SELF-HEATING LIQUID,CORROSIVE, INORGANIC,N.O.S.	HAZ:4.2
UN3207	ORGANOMETALLIC COMPOUND	HAZ:4.3
UN3221	SELF-REACTIVE LIQUID,TYPE B	HAZ:4.1
UN3225	SELF-REACTIVE LIQUID,TYPE D	HAZ:4.1
UN3253	DISODIUM TRIOXOSILICATE, PENTAHYDRATE	HAZ:8
UN3259	AMINES,SOLID,CORROSIVE, N.O.S.	HAZ:8
UN3260	CORROSIVE SOLID ACIDIC, INORGANIC, N.O.S.	HAZ:8
UN3261	CORROSIVE SOLID ACIDIC, ORGANIC, N.O.S.	HAZ:8
UN3262	CORROSIVE SOLID, BASIC, INORGANIC, N.O.S.	HAZ:8
UN3264	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S.	HAZ:8
UN3265	CORROSIVE LIQUID, ACIDIC, ORGANIC, N.O.S.	HAZ:8
UN3266	CORROSIVE LIQUID BASIC, INORGANIC, N.O.S.	HAZ:8
UN3267	CORROSIVE LIQUID BASIC, ORGANIC, N.O.S.	HAZ:8
UN3268	AIR BAG MODULES	HAZ:9
UN3269	POLYESTER RESIN KIT	HAZ:3
UN3270	NITROCELLULOSE MEMBRANE FILTERS	HAZ:4.1
UN3278	ORGANOPHOSPHORUS COMPOUND, TOXIC, N.O.S.	HAZ:6.1
UN3286	FLAMMABLE LIQUID TOXIC, CORROSIVE, N.O.S.	HAZ:3
UN3287	TOXIC LIQUID INORGANIC, N.O.S.	HAZ:6.1
UN3288	TOXIC SOLID, INORGANIC, N.O.S.	HAZ:6.1
UN3293	HYDRAZINE, AQUEOUS SOLUTION WITH NOT MORE THAN 37% HYDRAZINE	HAZ:6.1

ATTACHMENT 2

SCR Hazardous Material/Cargo Requirements Listing

The table below identifies the proper shipping names and U.N. numbers for hazardous cargo/dangerous goods in limited quantities and Hazardous Material routinely shipped by the SCR customers. In addition to the hazardous cargo listed below, the Velocity Management Program has identified additional hazardous cargo and hazardous material shipped under the Velocity Management Program. These additional Velocity Management items are listed under a separate attachment.

UN #	Shipping Name	HAZ Class	Packing Group	Label Required
UN1090	Acetone	3	II	Flammable Liquid
UN1133	Adhesives	3	II	Flammable Liquid
UN1950	Aerosols	2.1		Flammable Gas
UN1950	Aerosols	2.2		Non-Flammable Gas
UN2672	Ammonia Solutions	8	III	Corrosive
UN2794	Batteries, wet, filled with acid	8	III	Corrosive
UN1361	Charcoal (briquettes, shell, screenings, wood, etc)	4.2	III	Spontaneously Combustible
UN1954	Compressed gas, flammable, n.o.s. (ISOBUTANE)	2.1		Flammable Gas
UN1760	Corrosive Liquid, n.o.s. (Phosphoric acid)	8	III	Corrosive
UN1760	Corrosive Liquid, n.o.s. (Phosphoric Acid, Oxalic Acid, Hydrofluoric Acid)	8	III	Corrosive
UN1760	Corrosive Liquid, n.o.s. (Sodium Hydroxide)	8	III	Corrosive
UN1760	Corrosive Liquid, n.o.s. (Sodium Hydroxide, Sodium Hypochlorite)	8	III	Corrosive
UN1760	Corrosive Liquid, n.o.s. (Sodium Hydroxide, Sodium Metasilicate)	8	II	Corrosive
UN1760	Corrosive Liquid, n.o.s. (Sodium Hypochlorite)	8	III	Corrosive
UN1760	Corrosive Liquid, n.o.s. (Sodium Metasilicate, 2-Butoxyethanol)	8	III	Corrosive
UN3266	Corrosive Liquids, basic, inorganic, n.o.s. (Sodium Hydroxide, sodium Silicate)	8	II	Corrosive
UN1759	Corrosive Solid, n.o.s. (Calcium Hydroxide)	8	III	Corrosive
UN1759	Corrosive Solid, n.o.s. (sodium dichloroisocyanurate)	8	II	Corrosive
UN1987	Alcohols, n.o.s. (Denatured Alcohol)	3	II	Flammable Liquid
UN1593	Dichloromethane	6.1	III	Toxic
UN1170	Ethanol	3	II	Flammable Liquid
UN1044	Fire Extinguishers	2.2		Non-Flammable Gas
UN1993	Flammable Liquid, n.o.s. (Isopropanol)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s (Ethanol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Ethyl Alcohol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (2-AMINO-2-METHYL-1-PROPANAL)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (2-butoxyethanol)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Acetone)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (ACETONE, HEXANES)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Acetone, Isopropanol)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (ACETONE, ISOPROPYL ALCOHOL)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Aminomethylpropanol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Diesel Fuel)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Ethanol)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Ethanol, Ispropanol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Ethanol, Toluene)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Ethyl Alcohol)	3	II	Flammable Liquid

UN1993	Flammable Liquid, n.o.s. (Ethanol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Ethyl Alcohol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Ethyl Alcohol, Isopropyl Alcohol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Ethyl Ester)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Fragrance Oil)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Heavy Naphtha)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Hexane)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Isoparaffinic Hydrocarbons)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Isopropanol)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Isopropanol, Hydrocarbons)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Isopropyl Alcohol)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Kerosene)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Kerosene, Naptholene)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Kerosene, Stoddard Solvent)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Kerosene, Xylene)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Methanol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Methanol, Acetone)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Methanol, Toluene)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Methyl Alcohol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Methyl Alcohol, Hexane)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Methyl Ethyl Ketone)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Mineral Spirits)	3	III	Flammable Liquid
UN3178	Flammable Solid, Inorganic, n.o.s. (Isoparrafinic Hydrocarbon Solvents)	4.1	III	Flammable Solid
UN1993	Flammable Liquid, n.o.s. (N,N-Dimethyl-M-Toluamide)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Naphtha Solvent)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Naptha solvents)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Naptha)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Naptha, Mineral Spirits)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Napthalene)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Napthalene, Kerosene)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Odorless Mineral Spirits)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Petroleum Distillates)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Petroleum Distillates, Turpentine)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Petroleum Naphtha Solvent)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Petroleum Solvent)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (SD Alcohol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Stoddard Solvent)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Toluene)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Toluene, Methanol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (trade secret)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Xylene)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Xylene, Kerosene)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Xylene, Methanol)	3	III	Flammable Liquid
UN3178	Flammable Solid, Inorganic, n.o.s. (Isoparrafinic Hydrocarbon Solvents)	4.1	III	Flammable Solid
UN3178	Flammable Solid, Inorganic, n.o.s. (sulphur)	4.1	II	Flammable Solid
UN3178	Flammable Solid, Inorganic, n.o.s. (Naptha, Petroleum Hydrocarbons)	4.1	III	Flammable Solid
UN1791	Hypochlorite Solution	8	III	Corrosive
UN1219	Isopropanol	3	II	Flammable Liquid
UN1057	Lighters	2.1		Flammable Gas
UN3163	Liquefied gas, n.o.s.	2.2		Non-flammable gas
UN1944	Matches, safety (book, card, or strike on box)	4.1	III	Flammable Solid
UN1993	Flammable Liquid, n.o.s. (Alcohol)	3	III	Flammable Liquid

UN1479	Oxidizing Substance, Solid, n.o.s. (bromochloro-5,5-dimethylhydantoin)	5.1	II	Oxidizer
UN1072	Oxygen, Compressed	2.2/5.1		Non-flammable gas/oxidizer
UN1263	Paint	3	III	Flammable Liquid
UN1263	Paint Related Material	3	III	Flammable Liquid
UN1268	Petroleum Distillates n.o.s. (KEROSENE)	3	III	Flammable Liquid
UN1268	Petroleum Distillates n.o.s. (Naphtha Solvent)	3	III	Flammable Liquid
UN1268	Petroleum Distillates, n.o.s. (Mineral Spirits)	3	III	Flammable Liquid
UN1075	Petroleum Gases, Liquefied	2.1		Flammable Gas
UN1268	Petroleum Products, n.o.s (Kerosene, Petroleum Naptha)	3	III	Flammable Liquid
UN1805	Phosphoric Acid, Liquid	8	III	Corrosive
UN1978	Propane	2.1		Flammable Gas
UN1866	Resin Solution	3	II	Flammable Liquid
UN1299	Turpentine	3	III	Flammable Liquid
UN1306	Wood Preservatives, Liquid	3	III	Flammable Liquid

ATTACHMENT 3

The table below identifies the Proper Shipping Names and UN Numbers for Hazardous cargo/dangerous goods in limited quantities and Hazardous Material routinely shipped by the Velocity Management Program.

UN NUMBER	SHIPPING NAME	HAZARD CLASS
0012	CARTRIDGES FOR WEAPONS, INERT PROJECTILE or CARTRIDGES, SMALL ARMS	1.4S
0014	CARTRIDGES FOR WEAPONS, BLANK or CARTRIDGES, SMALL ARMS, BLANK	1.4S
0044	PRIMERS, CAP TYPE	1.4S
0055	CASES, CARTRIDGE, EMPTY WITH PRIMER	1.4S
0070	CUTTERS, CABLE, EXPLOSIVE	1.4S
0103	FUSE, IGNITER	1.4G
0104	CORD (FUSE), DETONATING, MILD EFFECT	1.4D
0105	FUSE, SAFETY	1.4S
0110	GRENADES, PRACTICE	1.4S
0131	LIGHTERS, FUSE	1.4S
0173	RELEASE DEVICES, EXPLOSIVE	1.4S
0174	RIVETS, EXPLOSIVE	1.4S
0191	SIGNAL DEVICES, HAND	1.4G
0193	SIGNALS, RAILWAY TRACK, EXPLOSIVE	1.4S
0197	SIGNALS, SMOKE	1.4G
0237	CHARGES, SHAPED, FLEXIBLE, LINEAR	1.4D
0255	DETONATORS, ELECTRIC	1.4B
0257	FUZES, DETONATING	1.4B
0267	DETONATORS, NON-ELECTRIC	1.4B
0276	CARTRIDGES, POWER DEVICE	1.4C
0278	CARTRIDGES, OIL WELL	1.4C
0297	AMMUNITION ILLUMINATING	1.4G
0300	AMMUNITION, INCENDIARY	1.4G
0301	AMMUNITION, TEAR-PRODUCING	1.4G
0303	AMMUNITION, SMOKE	1.4G
0306	TRACERS FOR AMMUNITION	1.4G
0312	CARTRIDGES, SIGNAL	1.4G
0317	FUZES, IGNITING	1.4G
0320	PRIMERS, TUBULAR	1.4G
0323	CARTRIDGES, POWER DEVICE	1.4S
0325	IGNITERS	1.4G
0336	FIREWORKS	1.4G
0337	FIREWORKS	1.4S
0338	CARTRIDGES FOR WEAPONS, BLANK or CARTRIDGES, SMALL ARMS, BLANK	1.4C
0339	CARTRIDGES FOR WEAPONS, INERT PROJECTILE or CARTRIDGES, SMALL ARMS	1.4C
0344	PROJECTILES	1.4D
0345	PROJECTILES	1.4S
0347	PROJECTILES	1.4D
0348	CARTRIDGES FOR WEAPONS	1.4F
0349	ARTICLES, EXPLOSIVE, N.O.S.	1.4S

0350	ARTICLES, EXPLOSIVE, N.O.S.	1.4B
0351	ARTICLES, EXPLOSIVE, N.O.S.	1.4C
0352	ARTICLES, EXPLOSIVE, N.O.S.	1.4D
0353	ARTICLES, EXPLOSIVE, N.O.S.	1.4G
0361	DETONATOR ASSEMBLIES, NON-ELECTRIC	1.4B
0362	AMMUNITION, PRACTICE	1.4B
0363	AMMUNITION PROOF	1.4G
0365	DETONATORS FOR AMMUNITION	1.4B
0366	DETONATORS FOR AMMUNITION	1.4S
0367	FUZES, DETONATING	1.4S
0368	FUZES, IGNITING	1.4S
0370	WARHEADS, ROCKET	1.4D
0371	WARHEADS, ROCKET	1.4F
0373	SIGNAL DEVICES, HAND	1.4S
0376	PRIMERS, TUBULAR	1.4S
0378	PRIMERS, CAP TYPE	1.4B
0379	CASES, CARTRIDGE, EMPTY WITH PRIMER	1.4C
0403	FLARES, AERIAL	1.4G
0404	FLARES, AERIAL	1.4S
0405	CARTRIDGES, SIGNAL	1.4S
0407	TETRAZOL-1-ACETIC ACID	1.4C
0410	FUZES, DETONATING	1.4D
0412	CARTRIDGES FOR WEAPONS	1.4E
0425	PROJECTILES	1.4G
0427	PROJECTILES	1.4F
0431	ARTICLES, PYROTECHNIC	1.4G
0432	ARTICLES, PYROTECHNIC	1.4S
0435	PROJECTILES	1.4G
0438	ROCKETS	1.4C
0440	CHARGES, SHAPED	1.4D
0441	CHARGES, SHAPED	1.4S
0444	CHARGES, EXPLOSIVE, COMMERCIAL	1.4D
0445	CHARGES, EXPLOSIVE, COMMERCIAL	1.4S
0446	CASES, COMBUSTIBLE, EMPTY, WITHOUT PRIMER	1.4C
0448	5-MERCAPTOTETRAZOL-1-ACETIC ACID	1.4C
0452	GRENADES, PRACTICE	1.4G
0453	ROCKETS, LINE-THROWING	1.4G
0454	IGNITERS	1.4S
0455	DETONATORS, NON-ELECTRIC	1.4S
0456	DETONATORS, ELECTRIC	1.4S
0459	CHARGES, BURSTING, PLASTICS-BONDED	1.4D
0460	CHARGES, BURSTING, PLASTICS-BONDED	1.4S
0471	ARTICLES, EXPLOSIVE, N.O.S.	1.4E
0472	ARTICLES, EXPLOSIVE, N.O.S.	1.4F
0479	SUBSTANCES, EXPLOSIVE, N.O.S.	1.4C
0480	SUBSTANCES, EXPLOSIVE, N.O.S.	1.4D
0481	SUBSTANCES, EXPLOSIVE, N.O.S.	1.4S
0485	SUBSTANCES, EXPLOSIVE, N.O.S.	1.4G

0491	CHARGES, PROPELLING	1.4C
0493	SIGNALS, RAILWAY TRACK, EXPLOSIVE	1.4G
0494	JET PERFORATING GUNS, CHARGED	1.4D
0500	DETONATOR ASSEMBLIES, NON-ELECTRIC	1.4S
0501	PROPELLANT, SOLID	1.4C
0503	AIR BAG INFLATORS PYROTECHNIC or AIR BAG MODULES, PYROTECHNIC or	1.4G
	SEAT-BELT PRETENSIONERS PYROTECHNIC	
1001	ACETYLENE, DISSOLVED	2.1
1002	AIR, COMPRESSED	2.2
1006	ARGON, COMPRESSED	2.2
1009	BROMOTRIFLUOROMETHANE	2.2
1013	CARBON DIOXIDE	2.2
1018	CHLORODIFLUOROMETHANE	2.2
1028	DICHLORODIFLUOROMETHANE	2.2
1044	FIRE EXTINGUISHERS	2.2
1046	HELIUM, COMPRESSED	2.2
1060	METHYL ACETYLENE AND PROPADIENE MIXTURE, STABILIZED	2.1
1066	NITROGEN, COMPRESSED	2.2
1070	NITROUS OXIDE	2.2
1072	OXYGEN, COMPRESSED	2.2
1075	PETROLEUM GASES, LIQUEFIED	2.1
1078	REFRIGERANT GAS, N.O.S.	2.2
1080	SULPHUR HEXAFLUORIDE	2.2
1090	ACETONE	3
1090	ACETONE SOLUTIONS	3
1133	ADHESIVES	3
1139	COATING SOLUTION	3
1170	ALCOHOLS, N.O.S.	3
1170	ETHANOL	3
1170	ETHANOL SOLUTION	3
1170	ETHYL ALCOHOL SOLUTION	3
1193	ETHYL METHYL KETONE or METHYL ETHYL KETONE	3
1206	HEPTANES	3
1208	HEXANES	3
1210	PRINTING INK or PRINTING INK RELATED MATERIAL	3
1219	ISOPROPANOL or ISOPROPYL ALCOHOL	3
1230	METHANOL	3
1237	METHYL BUTYRATE	3
1245	METHYL ISOBUTYL KETONE	3
1247	METHYL METHACRYLATE, MONOMER, STABILIZED	3
1250	METHYLTRICHLOROSILANE	3 (8)
1261	NITROMETHANE	3
1263	PAINT or PAINT RELATED MATERIAL	3
1268	PETROLEUM DISTILLATES, N.O.S. or PETROLEUM PRODUCTS N.O.S.	3
1272	PINE OIL	3
1300	TURPENTINE SUBSTITUTE	3
1307	XYLENES	3
1325	FLAMMABLE SOLID, ORGANIC, N.O.S.	4.1

1331	MATCHES, STRIKE ANYWHERE	4.1
1393	ALKALINE EARTH METAL ALLOY, N.O.S.	4.3
1445	BARIUM CHLORATE, SOLUTION or BARIUM CHLORATE, SOLID	5.1
1466	FERRIC NITRATE	5.1
1479	OXIDIZING SOLID, N.O.S.	5.1
1493	SILVER NITRATE	5.1
1495	SODIUM CHLORATE	5.1
1593	DICIHLOROMETHANE	6.1
1671	PHENOL, SOLID	6.1
1710	TRICHLOROETHYLENE	6.1
1719	CAUSTIC ALKALI LIQUID, N.O.S.	8
1755	CHROMIC ACID, SOLUTION	8
1760	CORROSIVE LIQUID N.O.S.	8
1778	FLUOROSILICIC ACID	8
1789	HYDROCHLORIC ACID	8
1791	HYPOCHLORITE SOLUTION	8
1805	PHOSPHORIC ACID, LIQUID or PHOSPHORIC ACID, SOLID	8
1814	POTASSIUM HYDROXIDE SOLUTION	8
1830	SULPHURIC ACID	8
1866	RESIN SOLUTION	3
1903	DISINFECTANT, LIQUID, CORROSIVE, N.O.S.	8
1944	MATCHES, SAFETY	4.1
1950	AEROSOLS	2
1954	COMPRESSED GAS, FLAMMABLE, N.O.S.	2.1
1956	COMPRESSED GAS, N.O.S.	2.2
1968	INSECTICIDE GAS, N.O.S.	2.2
1978	PROPANE	2.1
1984	TRIFLUOROMETHANE (REFRIGERANT GAS R 23)	2.2
1986	ALCOHOLS, FLAMMABLE, TOXIC, N.O.S.	3 (6.1)
1987	ALCOHOLS, N.O.S.	3
1992	FLAMMABLE LIQUID, TOXIC, N.O.S.	3 (6.1)
1993	FLAMMABLE LIQUID, N.O.S.	3
2014	HYDROGEN PEROXIDE, AQUEOUS SOLUTION	5.1 (8)
2035	1,1,1-TRIFLUOROETHANE (REFRIGERANT GAS R 143a)	2.1
2037	RECEPTACLES, SMALL, CONTAINING GAS (GAS CARTRIDGES)	2
2053	METHYL ISOBUTYL CARBINOL	3
2079	DIETHYLENETRIAMINE	8
2193	HEXAFLUOROETHANE, COMPRESSED (REFRIGERANT GAS R 116, COMPRESSED)	2.2
2208	CALCIUM HYPOCHLORITE MIXTURE, DRY	5.1
2238	CHLOROTOLUENES	3
2259	TRIETHYLENETRAMINE	8
2464	N,N-DIMETEHYLCYCLOHEXYLAMINE	5.1
2588	PESTICIDE, SOLID, TOXIC, N.O.S.	6.1
2627	NITRITES, INORGANIC, N.O.S.	5.1
2735	AMINES LIQUID, CORROSIVE, N.O.S. or POLYAMINES LIQUID, CORROSIVE, N.O.S.	8
2790	ACETIC ACID SOLUTION	8
2794	BATTERIES, WET, FILLED WITH ACID	8
2795	BATTERIES, WET, FILLED WITH ALKALI	8

2796	SULPHURIC ACID or BATTERY FLUID, ACID	8
2800	BATTERIES, WET, NON-SPILLABLE	8
2809	MERCURY	8
2810	TOXIC LIQUID, ORGANIC, N.O.S.	6.1
2811	TOXIC SOLID, ORGANIC, N.O.S.	6.1
2831	1,1,1-TRICHLOROETHANE	6.1
2834	PHOSPHOROUS ACID	8
2842	NITROETHANE	3
2903	PESETICIDE LIQUID, TOXIC, FLAMMABLE	6.1 (3)
2909	RADIOACTIVE MATERIAL, EXCEPTED PACKAGE - ARTICLES MANUFACTURED FROM NATURAL URANIUM or DEPLETED URANIUM or NATURAL THORIUM	7
2910	RADIOACTIVE MATERIAL, EXCEPTED PACKAGE - LIMITED QUANTITY OF MATERIAL	7
2911	RADIOACTIVE MATERIAL, EXCEPTED PACKAGE - INSTRUMENTS or ARTICLES	7
2920	CORROSIVE LIQUID, FLAMMABLE, N.O.S.	8 (3)
2922	CORROSIVE LIQUID, TOXIC, N.O.S.	8 (6.1)
2924	FLAMMABLE LIQUID, CORROSIVE, N.O.S.	3 (8)
2990	LIFE-SAVING APPLIANCES, SELF-INFLATING	9
3066	PAINT or PAINT RELATED MATERIAL	8
3077	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S.	9
3082	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S.	9
3085	CORROSIVE SOLID, OXIDIZING, N.O.S.	5.1 (8)
3090	LITHIUM BATTERIES	9
3139	OXIDIZING LIQUID, N.O.S.	5.1
3164	ARTICLES, PRESSURIZED, PNEUMATIC or HYDRAULIC	2.2
3259	AMINES, SOLID, CORROSIVE, N.O.S. or POLYAMINES, SOLID, CORROSIVE, N.O.S.	8
3264	CORROSIVE LIQUID, ACIDIC, INORGANIC,N.O.S.	8
3265	CORROSIVE LIQUID, ACIDIC, ORGANIC, N.O.S.	8
3266	CORROSIVE LIQUID, BASIC, INORGANIC, N.O.S.	8
3267	CORROSIVE LIQUID, BASIC, ORGANIC, N.O.S.	8
3269	POLYESTER RESIN KIT	3
3316	CHEMICAL KIT or FIRST AID KIT	9

ATTACHMENT 4

SEE ATTACHED DOCUMENT ON WEB NAMED “CITY REPORT BY LOCATIONS.”

ATTACHMENT 5A
SCR Matrix
Container Pools

SHIPPER ORIGIN	DESTINATIONS						
	Neur/UK	Spain	Italy	Turkey	Korea	Japan	Okinawa
AAFES Forest Park	5x20'; 10x40'						
AAFES Dan Daniels	20x20'; 100x40'		2x20'; 4x40'	1x20; 2x40'			
AAFES DDSJ					6x20'; 15x40'	6x20'; 10x40'	6x20'; 15x40'
DLA DDSP	30x40'; 5x20'		3x40', 1x20'				
DLA DDSJ					25x40', 5x20'	30x40', 5x20'	12x40', 5x20'
DECA MDV Norfolk	18x40'; 18x40R						
DECA, Stockton, CA					8x40';8x40R	8x40';8x40R	8x40';8x40R
DPV Valdosta, GA	9x40'; 9x40R						
DPV Pocomoke City, MD		3x40'; 3x40R	3x40'; 3x40R				
DPV La Mirada, CA					10x40'; 10x40R		
DPV Stockton, CA						5x40'; 1x40R	
DPV Richmond CA						6x40R	
NEXCOM Norfolk	1x20'	5x40' (incl Italy)					
NEXCOM Chino, CA						6x40'	
NEXCOM Montebello,CA						4x40'	
MPSA Richmond, CA					10x20'; 2x40'	6x20'; 2x40'	5x40'
MPSA Jersey City	18x20'; 22x40'						

	Macedonia	Croatia
DPV Valdosta, GA		3x40', 5x40'
DPV Pocomoke City, MD	6x40; 6x40R	

ATTACHMENT 5B
USC-04 SCR Transit Time Matrix

EAST AND GULF COASTS			
PIER TO DOOR	**DESTINATION**	**Days**	
East Coast*	Germany**	20	* For pier service from ports not served by direct vessel call add the following number of days
	Karlsruhe Group, GM	22	
	Kaiserslautern, GM	21	
	Belgium	20	BOSTON 5
	Netherlands	20	CHARLESTON 1
	United Kingdom	22	JACKSONVILLE 2
	Aviano, Italy	26	BALTIMORE 1
	Catania, Italy	22	NEW YORK 2
	Livorno, Italy	26	
	Naples, Italy	18	** Except Karlsruhe Group and
	Vicenza, Italy	26	Kaiserslautern
	Rota, Spain	16	
	Moron AB, Spain	17	For pier to door, or pier to pier service, transit time shall be measured starting with the first full 24 hour day following the date of sailing from the direct load port as day one and ending on day of delivery at final destination.
	Turkey	28	
	Skopje, Macedonia	28	
	Tuzla, Bosnia	26	
	Sarajevo, Bosnia	26	
	Manama, Bahrain	35	
	Kuwait City, Kuwait	35	
	Thumrait, Oman	35	
	Qatar	35	
	Saudi Arabia	34	For shipments marked for origin service, transit time shall be calculated commencing with the day following the carrier's cutoff date for the origin point where the stuffed container is picked up by the carrier for the booked vessel and ending the day of delivery at final destination.
Gulf Coast	Germany**	25	
	Karlsruhe Group, GM	26	
	Netherlands	23	
	United Kingdom	25	
Valdosta, GA	Lakenheath, UK	20	
Mcallen, TX	Frankfurt, GM	27	
Russelville, AR	Frankfurt, GM	22	
Valdosta, GA	Frankfurt, GM	21	
DD Mechanicsburg, PA	Germany	19	
	UK	19	
	Hoensbroek Group, NL	19	
	Aviano, Italy	22	
	Vicenza, Italy	22	

	Catania, Sicily	22	
Jersey City, NJ (MPSA)	Germany	19	
	UK	20	
	Belgium	19	
	Spain	18	
	Italy	21	
Pokomoke City,Md	Alicante, Spain	17	
	Cesena, Italy	25	
Valdosta, Ga	Petrinja, Croatia	24	
WEST COAST			
Pier To Door			
Los Angeles	Korea	23	
San Francisco		22	
Puget Sound		24	
Los Angeles	Japan	19	
San Francisco		18	
Puget Sound		20	
Los Angeles	Okinawa	24	
San Francisco		23	
Puget Sound		25	
Los Angeles	Singapore	26	
West Coast			
Door To Door			
Mt. Vernon, WA	Naha, Okinawa	25	
San Francisco Bay Z2		25	
Stockton, CA	Yokohama Z2	18	
Stockton, CA	Singapore FFT	28	
DD San Joaquin, CA	Japan	18	
	South Korea	22	
	Okinawa	25	
	Singapore	28	
	Singapore FFT	28	
	Manama, Bahrain	40	
	Kuwait City, Kuwait	40	
	Qatar	40	

Richmond, CA (MPSA)	Japan	15	
	Korea	22	
	Okinawa	20	
Interport			
Germany	Norway	5	
Karlsruhe Group, GM	Cairo, Egypt	18	
Germany	Saudi Arabia	28	
Germany	Qatar	31	
Germany	Kuwait	32	
Germany	Turkey	16	
Germany	Azores	17	
Ferry			
Germany	United Kingdom	1	
United Kingdom	Germany	1	

ATTACHMENT 6

OCEAN CARRIER PAYMENT PROCEDURES

1.0 Section 1 – Traditional Payment Method

Carriers are entitled to receive basic freight payment within 30 days upon delivery of the cargo to the ultimate destination cited on the Shipping Order (SO). Payment will be computed for each container, breakbulk or Roll On/Roll Off (RO/RO) shipment and will consist of the sum of all payments due for all services ordered and furnished as described on the shipping order. Basic freight and accessorial payment will be based on the schedule of rates established for Universal Service Contract 04 (USC 04). All payments earned will be made in accordance with the Federal Acquisition Regulation (FAR) 52.212-4. The shipper must submit Transportation Control and Movement Document (TCMD) data for each container load of cargo or for each Transportation Control Number (TCN) pertaining to a breakbulk shipment. This information is utilized to produce an ocean manifest. The ocean manifest is compared to the SO for payment purposes. The SO is generated once the booking is made and contains all relevant booking data. When a discrepancy exists between the ocean manifest and the SO, the paying officer will advise the Contracting Officers Representative (COR) or the Ordering Officer (OO). The COR, in conjunction with the OO, will take action to resolve the issue. Failure on the part of the Government to produce an accurate cargo manifest in a timely manner will not preclude the carrier from submitting an invoice upon delivery of the cargo. The carrier must submit required documentation (Electronic Data Interchange (EDI) EDI 315 Transaction Set) as mandated by the contract. This documentation may be utilized to confirm that services were performed. The carrier is not entitled to payment if services performed were not requested or approved by the Contracting Officer (CO) or his/her designee prior to performance.

1.1 Container

1.1.1 Basic Freight

The carrier may submit, in accordance with the SO, a certified invoice for origin linehaul and ocean freight to the Military Traffic Management Command (MTMC) activity designated as the paying office after a stuffed container has been picked up by the carrier or has been received at their terminal for movement. The invoice should be broken down by Contract Line Item Number (CLIN) for the service being invoiced, i.e., drayage, linehaul, ocean transportation, accessorial, and must contain the following statement: *I hereby certify that the above bill is correct and just; and services were performed as ordered.* In addition, **Figure 1, Sample Billing-Invoice,** of this attachment, depicts all of the information that the carrier should provide. Once a container has been off-loaded at the port of discharge (POD), the carrier may be paid the basic ocean rate and payment for any drayage or linehaul service performed prior to loading. Payment of freight shall be based on the number, size and type of container or the tonnage shown on the manifest, whichever is applicable. The Government may use any information available to it to establish container discharge for purposes of payment. Discharge of the container will be deemed to have occurred upon expiration of two (2) working days after arrival of the vessel at the POD. The MTMC paying offices are listed below:

- **Area of Responsibility: Export from United States, Central and South America, and the Caribbean Islands.**

  Military Traffic Management Command
  Operations Center
  Attn: RM-I
  661 Sheppard Place
  Fort Eustis, VA 23604-5000

  Telephone: 757-878-8380 DSN: 927-8380
  Facsimile: 757-878-7895 DSN: 927-7895

  Point of Contact: Isaac McGlothen
  Email: Mcglotheni@mtmc.army.mil

Destination linehaul freight shall be paid upon delivery of the container to its ultimate destination. Delivery may be established based on certification of delivery by the CO or his/her designated authority resulting from information available to the Government. A copy of a receipt signed by the consignee or its agent may also be used to establish delivery. Delivery to the ultimate consignee will be deemed to have occurred upon placement of a container at the ultimate destination or upon expiration of two (2) working days after the carrier tenders the container for delivery.

When a stuffed container is picked up by the carrier or delivered to the carrier for movement under a single factor rate, the carrier may submit to the MTMC activity designated as the paying office a certified invoice broken down by CLIN and in accordance with the SO. Upon discharge of a container at the POD, the carrier will be paid the full amount of the applicable single factor rate. Payment of freight will be made based on the number of containers or the tonnage and cargo shown on the manifest, whichever is applicable.

1.1.2 Stop-offs

When stop-off service is performed, the carrier will be entitled to the freight based on the drayage or linehaul rate either to the point of origin or destination, or to a stop-off point, whichever is greater. When more than one (1) pickup or delivery location within the contiguous property of the vendor or activity is required for the same container, 33% of the appropriate stop-off rate shall be applied for performing a delivery or pickup at each additional location.

1.1.3 Detention

Detention invoices must be submitted to the CO's representative designated to certify such invoices not later than six (6) months after vessel discharge. Detention invoices received after that time will not be certified for payment and the carrier waives any right to payment, unless the delay is due to a Government failure to provide documentation in a timely manner. **Figure 2, Standard Billing Detention Form,** depicts all of the information that the carrier should provide on their invoice.

1.2 Breakbulk

1.2.1 Basic Freight

When the vessel loaded with Government cargo sails, the carrier may submit a properly certified invoice to the MTMC paying office. The carrier is entitled to payment upon the delivery of the cargo at the POD. The delivery of the cargo shall be deemed to occur upon the estimated date of arrival at the discharge port as provided by the carrier on the invoice. When the carrier submits the invoice at the time of sailing, payment shall occur within 30 days from the date the invoice is received by the paying office. If the invoice is submitted upon the vessel's arrival at the POD, payment will be made within 30 days after delivery. Payment will be made on the basis of manifested measurement tons (MsTs) of 40 cubic feet or 2240 lbs., whichever produces the greater revenue.

The carrier must submit a properly certified invoice similar in format to **Figure 1, Sample Billing Invoice.** The invoice must contain the following statement: *I hereby certify that the above bill is correct and just; and services were performed as ordered.* The invoice should be broken down by CLIN and indicate the TCN, ocean freight and any accessorial services, including outport arbitrary, extra length, liner terms and Barge Freight All Kinds (FAK), ordered by the booking office and performed by the carrier. A copy of the MTMC manifest, supplements or adjustments is not required but can be attached for the convenience of the carrier and the paying office.

1.2.2 Demurrage

Any time lost in conjunction with damages caused by the Government stevedores will be for the account of the Government and payable, at the demurrage rate, upon presentation of a properly supported and certified invoice. The carrier must provide all invoices related to demurrage to the COR, who will verify the services and certify the invoice for payment.

1.3 Payment Issues Common to both Breakbulk and Container Carriers

1.3.1 Additional Charges

The carrier shall pay all charges and expenses incurred for the account of the Government, which are not covered under an accessorial rate and which are not paid directly by the Government or the consignee. These charges may include dues, charges, duties and taxes customarily levied on the cargo. The carrier will present properly supported invoices to the local COR/OO, who will verify, certify and authorize reimbursement by the paying office.

1.3.2 Service Changes

Any service changes ordered, such as diversion of cargo to another POD or vessel terms of carriage, after lift has occurred will be reported to the paying office, with a copy to the origin COR and the Deployment Support Command (DSC) Booking Office, via email or facsimile by the entity authorizing the change. In CONUS, the COR/DSC Booking Office will verify the services and provide authorization to the paying office.

1.3.3 Discrepancy Resolution

When the amount charged by the carrier differs from the services provided, as listed on the MTMC manifest and/or the SO, the paying office will resolve the differences with the DSC Booking Office, documentation office and or the cargo management office. The carrier should contact the paying office to resolve any under or over payments.

When a carrier is aware of any discrepancies in the military manifest, the carrier should contact the local documentation office to obtain a corrected manifest. The carrier may invoice the Government for the remainder of the freight movement while working with the documentation office to obtain a manifest adjustment or the carrier may delay the invoice until the entire manifest is correct. The carrier may be required to provide evidence (i.e., cargo survey reports reflecting discrepancies, corrected TCMDs, etc.) to support the change. The documentation office will correct the data entries in Worldwide Port System (WPS) resulting in a properly documented manifest.

2.0 Section 2 – Management Reform Memorandum 15 (MRM 15) Payment Method

MRM 15 containers can be identified by a "M" in the 11th position of the TCN. The MRM 15 program is currently required only for Continental United States (CONUS) outbound containers. Ultimately, the process will be implemented for Outside CONUS (OCONUS) outbound containers as well as breakbulk and RO/RO cargo. Thirty days prior to the implementation of MRM 15 OCONUS and for all breakbulk shipments, the carrier will be contacted and advised of pending enforcement. Under MRM 15 procedures, carriers are entitled to receive basic freight, in addition to accessorial services ordered, when the confirmation of lift is recorded in PowerTrack. Payment will be computed based on the booking, the Shipping Instruction (SI), the Verified Shipping Instruction (VSI) and the carrier's EDI 315 Transaction Set– "VD" Vessel Departure. If there is a mismatch among the four (4) documents, the appropriate party will make corrections before payment is made. Any post lift change in service orders, including diversions and detention will be processed via the PowerTrack eBill process. Any illegal service changes executed by the carrier will not be paid. The principal Government participants in the process are, MTMC DSC Booking, Documentation and Resource Management (RM) Offices, MTMC OCONUS booking offices, MTMC OCONUS Ports (PODs), MTMC Contracts Office and the Integrated Booking System Project Management Office (IBS-PMO). The MRM 15 Points of Contact are listed below:

Military Traffic Management Command
Operations Center
661 Sheppard Place
Fort Eustis, VA 23604-5000

Telephone: 757-878-xxxx or DSN: 927-xxxx
Facsimile: 757-878-xxxxor DSN: 927-xxxx

Office	Point of Contact	Tel. Ext.	Fax. Ext.	Email
Documentation Division	Joe Repp	8621	8625	Reppj@mtmc.army.mil
MTMC FEVA Booking Office	Margaret Sitts	5348	1810	Sitts@mtmc.army.mil
MTMC FEVA Booking Office	Jim Hudgens	5110	1810	Hudgens@mtmc.army.mil
Paying Office	Isaac McGlothen	8380	7895	Mcglotheni@mtmc.army.mil

The primary functions in the MRM 15 payment process include the booking, documentation, cargo movement and customs clearance, carrier payment request and carrier payment. Unique MRM 15 requirements for documentation and cargo movement, as they relate to payment, are clarified below.

2.1 Documentation

Accuracy in documentation is the key to accurate billing and payment. The shipper will generate the SI/ TCMD, the carrier the EDI 315 Transaction Set "VD". The MTMC DSC Booking Office will perform all documentation-based changes in IBS-Commercial Sealift System (CSS). The DSC Booking Office, working with the shipper and/or carrier, will receive all updates and enter them into IBS-CSS. Carriers will have access to the IBS-CSS website to view, but not change the booking, SI, VSI or EDI 315 data.

2.1.1 IBS-CSS will compare the booking with the SI. All workload data matching between booking and SI data will be performed and stored in IBS-CSS prior to transmitting it as a "priced-out VSI" to the carrier and PowerTrack. If there is not a match at the field level for one of the primary data elements, the SI will be neither "verified" nor priced-out until the discrepancy is reconciled. The primary data elements are: Port Call File Numbers (PCFN), Port of Embarkation (POE), POD, consignee Department of Defense Activity Address Code (DoDAAC), carrier Standard Carrier Alpha Code (SCAC), van type and size, commodity code, number of stop-offs, if any, and location, origin and destination term (referred to as contract terms in IBS-CSS) and contract number.

2.1.1.1 If there is a match between the booking and the SI, the VSI is created and stored in the Integrated Booking System (IBS) and transmitted to the carrier (unpriced) to provide the shipment details. It is also transmitted through the IBS pricing module to generate a "priced-out VSI" to PowerTrack for carrier payment. This price will be calculated based on the services ordered.

2.1.1.2 If there is a mismatch between the booking and SI data, the DSC Booking Office will contact the shipper to resolve the discrepancy and make the necessary changes in IBS-CSS. Corrections to mismatched data are to be reconciled in IBS-CSS within three (3) Government business days from the time the mismatch is flagged. After the correction has been made, the VSI will be generated, priced out and transmitted to PowerTrack.

2.1.1.3 In the event "vessel cutoff" has occurred, and the SI has not been received by IBS, the carrier will notify the DSC Documentation Office, who in turn will contact the shipper to determine if the SI was submitted or not. If the SI was submitted but not received, the MTMC IBS Branch will research and resolve the problem with the shipper. If the SI was not submitted, the DSC documentation office will insure that the shipper submits the data.

2.1.2 EDI 315 Transaction Set – "VD" Vessel Departure

The carrier will generate and transmit the EDI 315 Transaction Set to IBS via the Department of Defense (DoD) EDI mailbox for the "VD" Vessel Departure event. The carrier will generate and transmit one (1) EDI 315 Transaction Set for each container lifted. They will also transmit EDI 315 Transaction Set data to U.S. Bank for entry into PowerTrack.

2.1.2.1 In the event an EDI 315 Transaction Set is not received by IBS, the DSC Documentation Office will contact the carrier to determine if lift has occurred and if the EDI 315 Transaction Set was submitted. If the EDI 315 Transaction Set was submitted, the MTMC IBS Branch will research and resolve the problem with the carrier. If the EDI 315 Transaction Set was not submitted, the DSC Documentation Office will insure that the carrier submits the data.

2.1.2.2 In the event an EDI 315 Transaction Set is not received by PowerTrack, the DSC Documentation Office and the carrier must first mutually agree that lift has occurred and then concur on the correct data. The carrier will search PowerTrack for orphan records. If orphan records are found, it will be updated. If orphan records are not found, the carrier will enter the correct EDI 315 Transaction Set data in PowerTrack.

2.1.3 IBS-CSS will compare the VSI and the carrier's EDI 315 Transaction Set. This will verify that the container was lifted, order rules were not violated, terms for carrier payment are still valid and accurate, and that cargo routing is the same as ordered. The data fields for verification are: POE, POD, consignee DoDAAC, consignor DoDAAC, contract number, carrier, van type and size, ship name, sail date, contract terms (origin/destination code for the container), container number, voyage number (commercial), van owner, International Radio Call Sign (IRCS), and military Voyage Document (VoyDoc).

2.1.3.1 If there is a match between the VSI and EDI 315 Transaction Set, nothing further will be transmitted to PowerTrack for carrier payment.

2.1.3.2 If there is a mismatch between VSI and EDI 315 Transaction Set data that ***does not result in a price change***, the DSC Booking Office will contact the carrier to resolve the discrepancy and make the necessary changes in IBS-CSS. Nothing further will be transmitted to PowerTrack.

2.1.3.3 If there is a mismatch between the VSI and EDI 315 Transaction Set data ***that results in a price change,*** (from the original priced-out VSI transmitted to PowerTrack), the DSC Booking Office will contact the carrier to resolve the discrepancy and make the necessary changes in IBS-CSS. Once the discrepancies are resolved, IBS-CSS will re-price the VSI and re-transmit to PowerTrack.

If carrier payment had not yet been executed via PowerTrack, the "re-priced VSI" will serve as the Government's expected charges. If payment has been executed (using the original priced-out VSI), the price variance will be offset via the eBill process.

2.2 Cargo Movement

2.2.1 The DSC documentation office will insure the carrier is provided with a VSI or Provisional Instruction (PI) prior to vessel cutoff. The carrier will perform services according to the PI if the VSI is unavailable.

2.2.2 If service changes occur, including diversions, after lift has occurred, the entity ordering the change will notify the DSC Booking Office. The DSC Booking Office will notify DSC-RM so that any required rate adjustments can be made in PowerTrack. The notification will be made by email or facsimile.

2.2.2.1 If the change of service was initiated by the DSC Booking Office, they will notify DSC-RM.

2.2.2.2 If the change of service was initiated by MTMC Overseas booking office (Ocean Cargo Clearance Authority (OCCA)), they will notify the DSC Booking Office as well as DSC-RM.

2.2.2.3 If the change of service was initiated by the MTMC Port (POD), they will notify the DSC Booking Office as well as DSC-RM.

2.2.2.4 If the change of service was initiated by the carrier, they will notify the DSC Booking Office, who will notify the shipper, MTMC Port (POD), MTMC Overseas booking office (OCCA), and DSC-RM.

The DSC Booking Office will verify the new services ordered and authorize DSC-RM to make the change in PowerTrack.
2.2.3 In the event the change of service ordered is outside the scope of the contract, DSC-RM will notify the CO or his/her designated representative, who will insure the legality of the transaction.

2.2.3.1 If the change of service ordered is deemed to be legal, the CO will establish a rate for payment to the carrier and notify DSC-RM.

2.2.3.2 If the change of service ordered is illegal, the CO will notify the DSC Booking Office, who will contact the carrier and ordering entity to stop the execution of the service change order.

2.2.3.3 If the illegal service change order has already been executed, the carrier is not entitled to payment.

2.3.3.4 In the event the change of service is a diversion, the entity ordering the change will also notify the carrier and the MTMC Port representative at the new POD. The MTMC Port (POD) will then access IBS-CSS and pull down the shipping information for customs clearance using the "POD Diversion" function.

2.2.3.5 In the event there are detention charges associated with a container, the carrier will notify the DSC-RM, who will in turn initiate the government's verification process of the changes.

2.3 Carrier Payment Request

2.3.1 The carrier will have the option of sending an electronic invoice to PowerTrack or using the invoiceless approach. Regardless of the option chosen, the carrier is required to submit EDI 315 Transaction Set - "VD" Vessel Departure event for each container to confirm lift. If the EDI 315 Transaction Set is not received, PowerTrack will not complete the payment process.

2.3.1.1 A transaction in PowerTrack can be updated with data from IBS-CSS or the carrier prior to remitting payment. PowerTrack will accept and replace transaction sets with the most recently submitted data. In situations where transactions are updated, comments must be documented in PowerTrack for audit purposes.

2.3.1.2 In the event that a data update results in a price change after a transaction has been approved for payment, but prior to execution of the transaction (invoiceless manual payment approach), the transaction will not be executed. DSC-RM and the carrier will be notified in an on-line exception report. DSC-RM will reconcile the discrepancy in order for the transaction to be re-approved in PowerTrack.

2.3.1.3 In the event that a data update is transmitted to PowerTrack, but payment has been executed, DSC-RM and the carrier will be notified and will resolve any price changes via the PowerTrack eBill process.

2.3.2 Post lift changes, to include diversions and detention charges will be paid through PowerTrack. The carrier will submit an e-bill to PowerTrack. DSC-RM will coordinate with the booking and/or cargo management office who will certify for payment. Liquidated damages or payments resulting from failure to meet contractual guarantees will be handled in the traditional method.

2.3.3 All pricing details by PCFN, container or type service level will be viewable in PowerTrack via the Internet. Carriers will not have the capability to view the price in IBS-CSS prior to sending an invoice/payment request (or EDI 315 Transaction Sets for the invoiceless approach) to PowerTrack.

2.3.3.1 VSI data will be priced out at the ocean freight, accessorial and type service level for transmission to PowerTrack.

2.3.3.2 Carrier invoices must separate the charges into the type service level.

2.3.3.3 If a priced-out VSI has not been generated by the time the carrier's EDI 315 Transaction Set is received by PowerTrack, the DSC documentation office will insure that one is transmitted to PowerTrack within three (3) Government business days from the time the EDI 315 Transaction Set was received in PowerTrack.

2.4 Carrier Payment

2.4.1 The carrier payment process cannot begin until there is a confirmation that services have been performed. The event to confirm that services have been performed will be the receipt of the carrier's EDI 315 Transaction Set for the "VD" – Vessel Departure event. Confirmation of lift must be recorded in PowerTrack before the carrier can be paid.

2.4.2 Carriers will have the option of either submitting an electronic invoice to PowerTrack or not. If the carrier is submitting an invoice (the invoice approach), they will not have the option for manual payment approval (auto-pay only). The carrier will submit their invoice data to PowerTrack after vessel departure. If the carrier is not sending an invoice (the invoiceless approach), payment can be executed either automatically or manually, depending on the carrier's preference. The carrier will have the option of establishing a tolerance level with the bank outside of which payment will not be automatic. If the tolerance level is exceeded, the entire transaction will be put on hold, and no payment will be made until the carrier and DSC-RM reach a resolution.

2.4.2.1 Invoice Approach – If the carrier has elected to submit an invoice, payment can be executed under the auto-pay approach if the dollar amounts in MTMC's priced-out VSI equal the amount in the carrier's invoice transmission, and if the PCFN, van owner, container number and service type match as well.

2.4.2.2 If the priced-out VSIs and the carrier's invoice do not match, payment can be made to the carrier at the lower of the two (2) amounts. After payment has been executed, the carrier and DSC-RM will resolve the discrepancy, and the resulting offset will be adjusted via the eBill process.

2.4.2.3 Invoiceless Approach – If the carrier elects the invoiceless approach, they will only send the EDI 315 Transaction Set "VD" to PowerTrack. PowerTrack will automatically generate a payment transaction when the carrier's EDI 315 Transaction Set enters PowerTrack and there is a match between the EDI 315 Transaction Set and MTMC's priced-out VSI. This matching is done at the PCFN-container level, and must match van owner and container number.

2.4.3 Under the manual approach, available only under the invoiceless choice, the carrier will have three (3) Government business days to access PowerTrack and either accept or dispute the payment transaction. The carrier may accept the transaction, not accept the transaction, or not respond to the transaction.

2.4.3.1 If the carrier accepts the transaction payment will be executed.

2.4.3.2 If the carrier does not accept the transaction, payment will be put on “hold” until DSC-RM and the carrier resolve the discrepancy.

2.4.3.3 If the carrier does not respond to the payment transaction within three (3) Government business days, payment will automatically be executed by PowerTrack. DSC-RM will adjust any offsets required after payment has been executed via the eBill process.

2.4.4 DSC-RM and the carrier are responsible for researching and resolving all discrepancies.

2.4.4.1 DSC-RM will have three (3) Government business days from the time the discrepancy is flagged in PowerTrack to respond to it. The discrepancy is flagged through the Audit Exception and Approval Request Reports.

2.4.4.2 Once resolution is achieved, the transaction or data will be correctly updated in both PowerTrack and IBS-CSS. Remarks will also be made in PowerTrack for audit control purposes. If the error pertains to the EDI 315 Transaction Set, the carrier will make the correction and annotate remarks in PowerTrack. If the error pertains to either the booking or SI/VSI data, the DSC Booking Office will make corrections in IBS-CSS. IBS-CSS will re-price and send the updated transaction to PowerTrack.

2.4.4.3 Payment will be remitted to the carrier via Electronic Funds Transfer (EFT). (Rules governing EFT payment will be finalized with each carrier individually by U.S. Bank.)

2.4.5 In instances of carrier overpayment, lowered Government price, or where additional charges are incurred by the carrier after original payment has been executed, adjustments or off-sets will be made by DSC-RM through use of an eBill.

2.4.5.1 All eBills will require manual approval by DSC-RM for processing, to include the government’s manual verification of any carrier detention charges.

2.4.5.2 Either the carrier or DSC-RM will be able to submit an eBill. Once in PowerTrack either the carrier or DSC-RM will have three (3) Government business days to respond to an eBill. If it is a carrier submitted eBill, MTMC DSC-RM has the authority to approve or dispute the offset. If DSC-RM submitted the eBill, the carrier has the authority to approve or dispute the offset.

2.4.5.3 If an eBill is disputed, the transaction will not be executed until resolution is obtained from DSC-RM.

JTMO STANDARD BILLING - INVOICE

CARRIER	INVOICE NO
SHIPPING ORDER NO	CONTRACT NO
SHIP NAME	VOYAGE DOCUMENT NO. (MILITARY)

SAILING DATE PORT OF LOADING PORT OF DISCHARGE ROUTE INDEX & ZONE	NUMBER OF CONTAINERS or BREAKBULK TCN NUMBER	CLIN	INITIAL ORIGIN	ULTIMATE DESTINATION	TYPE SERVICE OR CHARGE	UNIT OF MEASURE	CARGO CATEGORY	QUANTITY (in terms of measure)	APPLICABLE RATE PER EACH UNIT OF MEASURE	AMOUNT BILLED
e.g. 01 SEPT 00 PORTLAND SATTAHIP 01A9					e.g. Ocean freight, Drayage at (name of city) Line-haul from origin Line-haul to destination, stuffing or detention	e.g. MT Each or Day	e.g. General Cargo, Vehicles or Reefer	Carry to two decimal places		

*Indicate container serial numbers by use of footnotes or by attaching a separate page

Figure 1 Sample Billing-Invoice

MSC FORM 4612-1 (REV.3/71-S/N 0104-121-3002)

CARRIER INVOICE NUMBER

CHECK AS APPROPRIATE

DETENTION

REEFER MAINTENANCE

LIQUIDATION DAMAGE
VOYAGE DOCUMENT NO.

(a) CONTAINER NUMBERS	(b) TYPE CNTR	(c) SIZE CNTR	(d) TYPE CHG	(e) TYPE REEFER MAIN CHARGE	(f) DOD AAC ULTIMATE CONSIGNEE	(g) DATE OF CONTAINER DISCHARGE	(h) DATE CUSTOMS DOCUMENT REQUIRED	(i) DATE ENTERED PORT STAGING	(j) DATE OF ON CARRIAGE	(k) DATE ON CARRIAGE REQ'D

THE ADMINISTRATIVE ELEMENTS OF THIS WORKSHEET ARE CERTIFIED TO BE CORRECT

SIGNATURE OF GOVERNMENT CERTIFYING OFFICIAL
PRINT NAME AND COMMAND

DATE

Figure 2 Standard Billing Detention Form (Page 1 of 2)

TYPE CONTAINER D=DRY;R=REEFER
TYPE CHARGE: D = DETENTION, RM=REEFER MAINTENANCE CONTRACT AGREEMENT NO.
TYPE REFFER MAINTENANCE CHARGE A = COLUMN A:B=COLUMN B
TYPE LIQUIDATION DAMAGE CHARGE: ON-CARRIAGE; LS=LATE START
TYPE DATE: JULIAN
ORIGIN VESSEL NAME DESTINATION VESSEL NAME POD

(l) DATE OF ON-CARRIAGE	(m) DATE ENTERED CNSTIVE STAGING	(n) DATE RELEASED CNSTIVE STAGING	(o) DATE OF ARRIVAL CONSIGNE	(p) DATE CARRIER NOTIFIED OF EMPTY	(q) DATE CARRIER P/U EMPTY	(r) NUMBER OF DAYS RETENTION	(s) NUMBER DAYS REEFER MAIN	(t) NUMBER DAYS REQ'D DAMAG	(u) TOTAL CHARGES

I CERTIFY THAT THIS INFORMATION IS CORRECT AND JUST AND THAT PAYMENT HAS BEEN RECEIVED

OCEAN CARRIER REPRESENTATIVE SIGNATURE
PRINT ABOVE NAME AND ADDRESS OF OCEAN CARRIER.

Figure 2 Standard Billing Detention Form (Page 2 of 2)

ATTACHMENT 7

PAST PERFORMANCE
REFERENCE INFORMATION SHEET

1. Complete name of Government agency, commercial firm, or other organization:	
2. Complete address:	
3. Contract number or other reference:	4. Date of Contract:
5. Date work was begun:	6. Date work was completed:
7. Initial contract price, estimated cost and fee, or target cost and profit or fee:	8. Final amount invoiced or amount invoiced to date:
9a. Technical point of contact (name, title, address, telephone no. and email address):	9b. Contracting or purchasing point of contact (name, title, address, telephone no. and email address):
10. Location of work (country, state or province, county, city):	
11. Description of contract work (Describe nature and scope. Attach an explanation of any performance problems or other conflicts of any performance problems or other conflicts with the customer. Describe any litigation, pending, on-going, or completed. Use a continuation sheet, if necessary.):	
12. Current status of contract (choose one):	

- ☐ Work continuing on schedule
- ☐ Work continuing, behind schedule
- ☐ Work completed, no further action pending or underway
- ☐ Work Completed, routine administrative action pending or underway
- ☐ Work completed, claims negotiations pending or underway
- ☐ Terminated for convenience
- ☐ Terminated for default
- ☐ Other

PAST PERFORMANCE REFERENCE INFORMATION SHEET INSTRUCTIONS

Block 1. Insert the complete name and address of the customer, including parent organization, if any. Do not use acronyms.

Block 2. Insert the customer's complete address, including both post office box and street addresses, if applicable.

Block 3. Insert any contract number or other contract reference used by the customer.

Block 4. Insert the date on which the contract came into existence.

Block 5. Insert the date on which you started to perform the work.

Block 6. Insert the date on which the customer agreed that the work was satisfactorily completed (including substantial completion), aside from any pending or on-going administrative actions, claims negotiations, or litigation.

Block 7. Insert the price, estimated cost and fee, or target cost and profit or fee as it appeared in the original contract. If the contract included multiple, separately-priced items, add the individual item amounts and insert the total price, estimated cost and fee, or target cost and profit or fee.

Block 8. Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.

Block 9a. Insert the name, title, address, telephone number, and email address (if available) of the program or project manager, quality assurance representative, or other customer technical representative who is most familiar with the quality of your work under the contract.

Block 9b. Insert the name, title, address, telephone number, and email address (if available) of the contracting officer, purchasing agent, or other customer contracting or purchasing representative who is most familiar with your work under the contract.

Block 10. Insert the location(s) where the work was performed, including the country (if other than the United States) and the state or province, county (if applicable), and city.

Block 11. Describe the nature and scope of work. The objective is to show how the work that you did or are doing is similar in nature and scope to the work that is to be performed under the contract contemplated by the Synopsis/Solicitation. Describe any unusual circumstances of performance or problems that may be relevant to the work that is to be performed. Tell your side of the story of any conflicts with the customer for which they may make adverse remarks about your performance. Describe any actions that you have taken or plan to take to correct any shortcomings in your performance. Describe any pending, on-going, or completed litigation.

Block 12. Insert an X in the block next to the choice which best describes the current status of the contract. If you select the "Other" block, provide a brief explanation.

Addendum to FAR 52.212-1
Instructions to Offerors – Commercial Items

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FAR 52.212-1

Submission of Offers, Paragraph (b) is hereby amended as follows:

Special Notes to Offerors:

A. Written and electronic submissions are required in response to this solicitation.

B. Proposals submitted by offerors will not obligate the Government to determine a competitive range, conduct discussions, or solicit or entertain revised or Final Proposal Revisions (FPRs).

C. The Government reserves the right to incorporate all, part or none of the offeror's written proposal into the resultant contract.

D. A Pre-proposal Conference will be held; the date, time, and location will be provided at a later date. Faxwritten questions or items for discussion to the attention of Ms. Mary Young and Ms. Cathy Golden at (703) 428-3362 or 3363.

I. Submission of Offers

A. In response to this request for proposals (RFP), an offeror must mail or hand-deliver a written proposal in accordance with Part III of this section, titled Written Proposals, including all representations and certifications to the address listed in paragraph D1 of this section.

B. The offeror must also electronically submit proposed rate offers, pro-forma schedules, vessel specifications using the Carrier Analysis & Rate Evaluation System, Service Module (CARE II SM). The CARE II SM is accessible through the Internet using the CARE II System Center Web Site at the Internet address listed in Section II, paragraph A.

It is anticipated that the period of performance for this contract will be a one year base period with a one year option period. Upon the Government's decision to exercise the option CARE II SM data base or its successor will be made available with the most current shipper forecast for submission of option year pricing. It is anticipated that CARE II SM, or its successor, will be reopened on or about 18 August 2003. All rates offered must be submitted in accordance with the instructions specified in Section II of Addendum to FAR 52.212-1 Instructions to Offerors – Commercial Items.

C. Offerors intending to respond to this solicitation must provide a written request for a CARE II user account in accordance with Section II, paragraph C. All of the information necessary to complete the electronic submission of the offer can be found at the Internet address listed in paragraph Section II, paragraph A. The data required to be submitted through the CARE II SM database in support of a technical capability determination consists of two (2) main sections:

1. Service Profile

2. Vessel Profile

D. The written and electronic proposal must be submitted to the addresses listed below and must arrive prior to 1300 hours (1:00 PM) Eastern Standard Time 8 October 2002 and remain firm for 150 days. The written portion of the offer must be enclosed in a sealed envelope marked "Request for Proposal No. DAMT01-02-R-0066". The offeror's name and address should appear in the upper left-hand corner, and the envelope should be enclosed in a second envelope that must be sent to the address listed in below.

1. The written proposal must be sent to the Contracting Officer at the following address:

Military Traffic Management Command
Attention: MTAQ-JI (Mr. Craig Robinson)
Hoffman Building II, 200 Stovall Street, Room 12S45
Alexandria, VA 22332-5000
FOR DELIVERY ONLY TO ACQUISITION DIVISION

2. Any and all questions can be directed to:

Ms. Mary Young or Ms. Cathy Golden
Telephone number: (703) 428-2324 or (703) 428-2045
FAX number: (703) 428-3362/3
E-mail address: youngm@mtmc.army.mil; goldenc@mtmc.army.mil

E. If negotiations are conducted and Final Proposal Revisions (FPRs) are requested, each offeror will be notified by e-mail, fax, or telephone of the date and time. Each offeror must submit FPRs to the electronic and written proposal to the addresses listed above in Section D paragraphs 1 and 2.

F. Company facsimile number and email/internet address must be provided with all offers.

G. Submission of Rates. All rates offered must be submitted in accordance with the instructions specified in Section 2 below.

H. All offerors are required to submit their Standard Carrier Abbreviation Code (SCAC) with their proposal.

II. Electronic Offers

A. The electronic proposal must be submitted using the following Internet address:

https://care2web.eta.mtmc.gov/care/caremain.asp

The following Internet address may be used as a backup:

https://care2web.eta.mtmc.army.mil/care/caremain.asp

B. Care II Service Module Application Instructions

1. Carriers submitting an offer of service for any trade route are required to complete the forms contained in the CARE II SM. Instructions for this application can be obtained from the CARE II System Center Web Site.

2. Carriers must submit schedule, service, and vessel information on ocean service in the CARE II SM associated with each trade route for which rates are offered. Carriers should enter the service that provides the shortest transit the carrier is willing to offer between the origin and the destination.

3. Note that a rate offered with the value of "0.00" (zero) will be considered as "no charge" for service by the Contracting Officer.

4. All basic container rates, unless otherwise specified, are to be offered in dollars and cents per container (lump sum).

5. All basic breakbulk rates, unless otherwise specified, are to be offered in dollars and cents per measurement ton (MsT) of 40 cubic feet manifest measure, and apply on an FIO basis.

6. Changes to rate offers can be made to any Contract Rate Submission (*) as identified in the CARE II SM. The offeror must enter changes to offers in dollars and cents per MsT or per container or as otherwise specified, in the appropriate line item field. Offers may be changed until the offeror transmits the final proposal revision.

7. All reports can be printed using any local or network printer. The reports are formatted to fit on 8 ½" by 11" paper.

8. Carriers must immediately notify the Contracting Officer in the event difficulties in accessing the CARE II SM data is encountered. If carriers are unable to access the CARE II SM to enter the required data in sufficient time to be received by the Government by the date established for receipt of proposals, they may request authorization from the Contracting Officer to submit a hard copy containing the required proposal data. Offerors are advised that in the event submission of hard copies is authorized, timely submission of offers is still required in accordance with the terms of the solicitation. In the event both electronic proposal and hard copy proposal are received in a timely manner from the same carrier, the electronic proposal will take precedence.

C. Request For CARE II Service Module User Account.

The CARE II Service Module user account will consist of a User ID and Password, each unique to the individual offeror. The offeror is required to add its Standard Carrier Alpha Code (SCAC) to the list of information required to obtain a CARE II SM account. The Carrier Analysis & Rate Evaluation Service Module (CARE II SM) application will be provided only upon written request. Requests for the application must be submitted to the Contracting Officer in the following format:

(Company Name) hereby requests a user account(s) be establish to allow access to the CARE II System Center to facilitate the solicitation of proposed service offers under Request for Proposal No. DAMT01-02-R-0066.

Individual Name
Individual Name

(Signed by Authorized Company Representative)
Name of Company Representative
Title of Company Representative
Telephone Number:
FAX Number:
Email Address:

Upon receipt by the Contracting Officer of the request, the CARE II Service Module user ID and password will be made available to the requesting party within two (2) working days via facsimile or e-mail. Facsimile requests may be made to 703-428-3362 or 3363 to the Contracting Officer's attention. The CARE System Center can be accessed through the Internet at the Internet address identified in Section II, paragraph A.

- Hardware and Software Requirements

(1) The minimum hardware and software requirements for the operation of the CARE II SM application are:

- Pentium or higher processor
- Windows 98, Windows NT, or Windows 2000
- 64 MB RAM (128 MB recommended)
- 50 MB hard disk space
- Super VGA monitor with 800 x 600 resolution
- Microsoft Mouse or compatible pointing device

(2) In order to access the CARE II SM from the web, offerors must have internet access and the following minimum web browser specifications:

- Microsoft Internet Explorer 4.5 (Internet Explorer 5.5 recommended).
  OR
- Netscape Navigator 4.5 (Netscape Communicator 4.76 recommended).
- Browser must support 128-bit encryption for secure transmission of data

III. Written Proposals

In addition to the CARE II SM data required by paragraph 1 of this addendum, all offerors must submit written proposal material as described below in the quantities stated:

VOLUME I – Executed RFP Documents (Submit Original Documents)

VOLUME II - Technical Capability Narratives (Submit 4 Copies)
TAB 1 – Designated Routes and Specialized Customer Requirements
TAB 2 – Non-Designated Routes
TAB 3 – EDI, Management System/Approach, Equipment for Designated, SCR and Non-Designated Routes
TAB 4 – Port Coverage, Transit Time and Frequency of Sailings for Non-Designated SCR Routes

VOLUME III – Quality of Past Performance Information (Submit 4 Copies)

VOLUME IV – Subcontracting Plan (Submit 4 Copies)

NOTE: Pricing information is not to be included in offeror's written technical submissions. Pricing information is to be provided through CARES II SM as stated above in Section II, paragraph B. Instructions for submitting Volumes I – IV are as follows:

A. Executed RFP Documents (VOLUME I)

All offerors shall submit all documents requiring signature or completion by the offeror. Each offeror shall complete applicable fill-ins and signatures, and submit the original documents listed below. An authorized official of the firm shall sign the offer and all certifications requiring original signature.

1. Standard Form 1449, including acknowledgment of amendments, if applicable.

2. Clauses 52.212-3, Offeror Representations and Certifications – Commercial Items

B. Narratives of Technical Capability (VOLUME II)

All offerors shall be required to submit written narratives for evaluation of technical capability. Narratives must be provided to explain how their proposal will meet all requirements established in the solicitation. For routes/zones for which rates are offered, offerors will provide a narrative for each of the designated route indices at TAB 1 of this volume. Offerors will provide a single consolidated narrative for all non-designated route indices at TAB 2. Each narrative at TAB 1 and TAB 2 will not to exceed seven (7) pages in no smaller than 10-pitch font exclusive of graphs and charts. At TAB 3, one submission of the narratives for Electronic Data Interchange, Management System/Approach, and Equipment are required and will be applicable to both the Designated Routes including the SCR, and Non-Designated Routes. The narrative at TAB 3 will not exceed 10 pages in no smaller than 10-pitch font exclusive of graphs and charts. At TAB 4, the offeror will provide a brief narrative in addition to the narrative submitted for the non-designated routes to specifically address Port Coverage, Transit Time, and Frequency of Sailings for the non-designated SCR routings. The written technical proposal must demonstrate the offerors understanding of the requirements identified in the General Section of the Request for Proposals as well as the Specialized Customer Services Matrix located at Attachment 5. Proposals should address the following topics:

1. Frequency of Sailings – Describe how the frequency of service described in Service Profiles for each route/zone will be maintained within consistent intervals to meet the performance standard prescribed by the contract. Provide an analysis of sailings by service string for each of the designated routes for the most current 90-day period prior to submission of proposals to show the average interval between sailings and the deviation.

2. Transit Time – Present an analysis to show the reliability of service on the designated routes in meeting scheduled arrival dates at OCONUS ports of discharge. Describe any recurring problems with port diversions and transshipment delays and actions taken to minimize future problems. Describe how compliance with Required Delivery Dates, ensuring cargo is lifted to the booked vessel, processing bookings in the quickest possible time, resolving documentation irregularities, maintaining good customer relations and advising of potential service disruptions will be accomplished.

3. Port Coverage – Present an analysis of the benefits of the offeror's existing or planned port coverage in relationship to the General section to include use of alternate ports for breakbulk. Describe how feeder vessels including barges, transshipments and land landbridge arrangements will be used and managed to expand port coverage and the benefits to shippers in minimizing linehaul costs and transit times. Provide information concerning the carrier's policy for establishing cutoffs and obtaining late gates to accommodate special requirements for selected shipments.

4. Electronic Data Interchange - Present a description of the offeror's capability to satisfy the mandatory and optional ITV reporting and booking interface requirements expressed in the solicitation. Contractors who do not currently have the capability to provide specific mandatory event reports, or who are not able to provide mandatory event reports at specific ports or points, or who are not capable of providing reports within contract specified timelines, must provide a timeline describing when they will be able to fully meet reporting requirements for mandatory events, and provide a narrative describing how they intend to collect and report this information. Offerors must demonstrate that they have Trading Partner Agreements (TPA) in place, or submit the TPA as part of their offer, to comply with this requirement.

5. Management System/Approach - Describe the offeror's management system and approach to ensure fulfillment of all contract requirements. The system/approach should address:

(a) The designation of customer service representatives to assist government shippers with day-to-day operational matters.

(b) How contract requirements will be made known throughout the offeror's organization to include subcontractors to ensure operations are executed and management oversight is provided to comply with requirements and booking instructions.

(c) How the offeror will manage the quality of their performance is meeting performance standards, and work proactively with Government shippers to resolve potential problems.

(d) How the offeror will measure and document their organization's fulfillment of contract performance objectives, and provide self-assessment reports to the Contracting Officer for all performance measures.

(e) How the offeror will support the objectives of the Quality Council.

(f) How the offeror will partner with the government to improve business processes and identify areas where cost efficiencies could be realized.

6. Equipment – Present an analysis addressing the offeror's vessel capacity and suitability, and intermodal equipment inventory, quantity and age, and their overall capability to maintain equipment pools, meet space commitments and deliver cargo without loss/damage to meet contract delivery requirements.

C. Quality of Past Performance Information (Volume III)

1. The offeror should provide information that the Government will use to evaluate the quality of the offeror's past performance. The information should be submitted to address all sections of the RFP for which prices are offered.

(a) On-time Delivery - An assessment of contractor's performance to meet requirements of previous contracts with the government

(b) Quality of EDI data - An assessment of contractor's performance to meet the EDI requirements of previous contracts with the government.

(c) Consistency and reliability of service - An assessment of contractor's performance to maintain service per advertised schedules to include ports of call.

(d) Loss of and/or damage to shipments - An assessment of shipments identified by the government as being loss/damaged for prior contracts with an explanation of how timely and completely the claims were resolved.

The offeror will submit a listing of not more than five (5) current or recent (within the previous three (3) calendar years) contracts or and/or customers, public or private for which the offeror has performed services similar in nature to the services described in this solicitation. The offeror should provide the name of the company or Government agency, points of contact and phone numbers for the entities listed. The Government may contact those organizations and individuals to verify information and/or gather additional information. Offerors may identify awards they have received from their commercial customers and professional/trade organizations as evidence of past performance for public and private organizations.

Contractors awarded any CONUS mileage rates must provide proof of "PC*Miler" license. Upon receipt of this document, the Government will provide the file containing the port to point mileage described in paragraph B.3 (b) of the Rate Rules.

D. Subcontracting Plan (Volume IV)

1. The offerors should note that the requirements of the Small, Small Disadvantaged, Woman-Owned Small Business, and HUBZone Subcontracting Plan Clause of FAR 52.219-9 (Oct 00), hereby invoked in this RFP requires the submission of a Subcontracting Plan.

2. Offerors should submit documentation reflecting their small business participation. Offerors that are not considered small businesses as defined by FAR 19.001, are required to submit a Subcontracting Plan with their proposals. The plan should be prepared in accordance with FAR 19.704. Offerors should address the following items in addition to the requirements of FAR 19.704:

(a) Broadening Small Business Vendor Base – Describe efforts undertaken to broaden Small Business, Small Disadvantaged Business and Women-Owned Small Business active vendor base.

(b) Description of Supplies/Services to be Subcontracted – Identify the types of supplies/services planned for subcontracting.

(c) Development of Percentage Goals for Small Business- Please explain efforts you will take to meet the following subcontracting goals established for this solicitation:

- Small Business……..……23%
- Small Disadvantaged Business…….5%
- Small Woman-Owned Business……...5%
- HUBZone Small Business…….....2.5%
- Veteran-Owned and Service-Disabled....….3%
  Veteran-Owned Small Businesses …….....5%

IV. Unsolicited Proposals

Offers of service not solicited by this RFP will not be considered. In the event it is deemed necessary to solicit additional offers of service at a later date, solicitation may be limited to those carriers which respond to this RFP.

V. DATA, CERTIFICATIONS AND SPECIAL CONTRACT REQUIREMENTS

1. If any vessels or space offered for service is offered pursuant to a space or slot charter agreement including those to be filed and approved under sections 4 and 5 of the Shipping Act of 1984, the vessel or space to be utilized will be identified with the applicable agreement.

2. To ensure compliance with the Cargo Preference Act (CPA) of 1904:

The Contracting Officer will obtain all relevant Ocean Common Carrier Service Contract Information (OCCSCI) from the Federal Maritime Commission for the purpose of compliance with the CPA.

VI. REJECTION OF OFFERS

The Government reserves the right to reject any or all offers in whole or in part.

VII. APPLICABLE TARIFFS

As specified herein, the offeror must submit with its offer information sufficient to allow proposal evaluators access internet web sites containing all effective commercial tariffs published by the offeror for all trade routes for which service was offered under this solicitation.

Addendum to FAR 52.212-2
Evaluation – Commercial Items

I. General Evaluation (Applicable to all offers including the General Section and Specialized Customer Requirements)

A. Contract awards will be made in accordance with the terms of FAR 52.212-2, "Evaluation – Commercial Items" and the provisions contained herein. All rates will be examined for price reasonableness in accordance with FAR Part 15.

B. Proposals submitted in response to this Request for Proposal must demonstrate the offeror's technical capability to provide the services on all route indices for which it offers rates.

C. The Government reserves the right to reject any offer of service on those route indices or route zones (where applicable) where the Government determines that the technical capability to serve the route index or indices as stated in the contractor's offer is less than the carrier's service offered commercially.

D. The Government reserves the right to reject any offer in whole or in part under this RFP that does not comply with the material requirements of this solicitation. Failure to comply with any of the material requirements of this solicitation, including submission of all applicable representations and certifications may be determined to be grounds for the Government to reject offers as technically unacceptable.

E. U.S. Flag Service offers will be evaluated for compliance with the Cargo Preference Act of 1904 (10 U.S.C. 2631, as amended.) Evaluation of Voluntary Intermodal Sealift Agreement priorities will be in accordance with paragraph II below.

F. The Government may accept some or all rates or services initially offered, without discussion of those rates or services. If negotiations are conducted, they may be limited to certain rates or service specifically identified in writing by the contracting officer to the offerors. Thereafter, offers will be notified of the close of negotiations and the opportunity to submit a final proposal revision (FPR).

G. Different sections of this contract will be awarded using the Low PriceTechnically Acceptable (non-designated routes) or the Best Value (BV) approach. (designated routes)

II. Voluntary Intermodal Sealift Agreement (VISA) Priorities (Readiness) Evaluation

Offers responsive to this solicitation submitted that are determined to have the required technical capability will be grouped into the Voluntary Intermodal Sealift Agreement (VISA) participant categories for each trade lane and SCR. VISA participant categories are the prioritized order for utilization of commercial sealift capacity to meet DoD peacetime requirements. Specifically, the categories of priority of vessel capacity offered to perform these services in order from highest priority to lowest priority are as follows:

A. U.S. Flag vessel capacity operated by a VISA "Participant" that has made a current, minimum commitment of its U.S. Flag vessel capacity to Stages I, II and III of VISA or that has made a current, minimum commitment of its Jones Act capacity (capacity exclusively engaged in the domestic trades) to Stage III of VISA and a current, minimum commitment of the remainder of its U.S. Flag vessel capacity to Stages I, II and III of VISA or, with regard to an offer for a long-term charter to DoD, that has made a current, minimum commitment of its U.S. Flag vessel capacity to Stage III of VISA. The U.S. Flag Vessel Sharing Agreement (VSA) capacity of such a Participant also is grouped in this category of priority.

B. U.S. Flag vessel capacity operated by a VISA "Participant" that has made a current, minimum commitment of its U.S. Flag vessel capacity to Stage III of VISA and the U.S. Flag Vessel Sharing Agreement (VSA) capacity of such a Participant.

C. U. S. Flag vessel capacity operated by a non-Participant.

D. Combination U.S./foreign flag vessel capacity operated by the kind of "Participant" described in paragraph a above and the combination U.S./foreign flag VSA capacity of such a Participant.

E. Combination U.S./foreign flag vessel capacity operated by the kind of "Participant" described in paragraph b above and the combination U.S./foreign flag VSA capacity of such a Participant.

F. Combination U.S./foreign flag vessel capacity operated by a non-Participant.

G. U.S. owned or operated foreign flag vessel capacity and VSA capacity of the kind of "Participant" described in paragraph (a) above.

H. U.S. owned or operated foreign flag vessel capacity and VSA capacity of the kind of "Participant" described in paragraph (b) above.

I. U.S. owned or operated foreign flag vessel capacity or VSA capacity of a non-Participant.

J. Foreign-owned or operated foreign flag vessel capacity of a non-Participant.

Other parts of the general evaluation process may begin with offers, if any, in the highest category of priority and proceed to the next lower priority category only as necessary to make awards that meet the government's legal obligations under this solicitation and that fulfill the Government's anticipated transportation requirements.

III. Low PriceTechnically Acceptable Evaluation Applicable to the General Section Non-Designated Routes

A. The basis for award for the Non-Designated Routes will be to the Low Priced Technically Acceptable Offer. Factors 1 and 3 will be evaluated on a pass/fail basis. Factor 2 will be evaluated on a Pass, Fail, or Neutral basis. Price will be evaluated for fairness and reasonableness. Award will be made to the proposal(s) determined to be technically acceptable with the lowest proposed prices in rank order. For each non-price evaluation factor, further information on specific matters to be considered can be obtained by reference to corresponding paragraphs in the Instructions to Offerors.

1. FACTOR – Service Capability

Determination of technical capability will be based on the evaluation of data submitted by each offeror with their proposal that demonstrates the offeror's ability to successfully accomplish all contract requirements applicable to the routes for which service is offered.

2. FACTOR - Quality of Past Performance

Past performance will be evaluated as part of an offeror's ability to perform the requirements of the contract, and is separate from the responsibility determination required under FAR Subpart 9.103.

3. FACTOR - Subcontracting Plan

All offerors will be evaluated in order to determine the extent of their small business participation as a technical evaluation factor for the General Section proposals.

4. FACTOR – Price - See Section V.

B. Award - Multiple awards will be made for non-designated routes although the minimum guarantee will be limited to one FEU or one MsT for each carrier awarded rates on each of the trade routes.

IV. Best Value Evaluation Factors Applicable to the General Section Designated Routes and Specialized Customer Requirements Section

The following information is applicable to the solicitation sections evaluated using a best value analysis.

A. Relative Order of Importance Terminology. An evaluation of all offers will be made in accordance with the criteria set forth below. Evaluation criteria consist of factors and subfactors. In order to provide the offeror with an understanding of the significance assigned by the Government, the criteria are assigned a relative order of importance. The following terminology is used:

1. Significantly More Important. The criterion is substantially more important than another criterion. Criterion is given far more consideration than another criterion.

2. More Important. The criterion is greater in value than another criterion, but not as much as a significantly more important criterion. Criterion is given more consideration than another criterion.

3. Equal in Relative Importance. The criterion is nearly the same in value as another criterion; any difference is very slight.

B. The Government will award a contract(s) resulting from the Best Value portion of this solicitation to the responsible offeror(s) whose offer(s), conforming to the solicitation, will be most advantageous to the Government, price and other factors considered.

C. Evaluation Factors Applicable to the General Section Designated Routes and Specialized Customer Requirements Section

1. Awards will be made to the proposal(s) determined to be the most beneficial to the Government using a tradeoff (i.e., best value) process, with appropriate consideration given to the that following four (4) evaluation factors and their subfactors. For each non-price evaluation factor, further information on specific matters to be considered can be obtained by reference to corresponding paragraphs in the Instructions to Offerors.

(a) **FACTOR** - Service Capability
SUBFACTORS
(i) Frequency of Sailing

Frequency of sailings as specified in each SCR by route/zone.

(ii) Transit Time

Transit time as specified in each SCR by route/zone.

(iii) Port Coverage

Availability of service from United States ports with either direct vessel calls or use of alternate ports for breakbulk to efficiently meet projected shipping requirements while minimizing the time between origin cut-off and vessel sailings.

(iv) Equipment

Sufficient equipment to meet all projected movement requirements and to adequately safeguard and protect cargo from loss and damage.

(v) EDI Capability

Offeror's capability to provide all the required EDI transactions/event reports as described in the solicitation, to include the optional events for EDI 315 status reports.

(vi) Management

Management of movements to respond to problems and queries on a timely basis by personnel knowledgeable with DOD business, provide advice to improve service, proactively manage DOD shipments to identify potential problems and to provide performance feedback.

(b) **FACTOR** - Quality of Past Performance
SUBFACTORS

(i) On-Time Delivery

The carrier's performance in meeting the delivery standards of previously held customer service/commercial contracts for time definite standards, as well as standards for line-haul to the port of embarkation, ocean transit from POE to POD and on-carriage from POD to final destination.

(ii) Quality of EDI

The quality and timeliness of EDI transactions as required by previous contracts.

(iii) Consistent, reliable service

Frequency and severity of each documented failure, and the impact on the shipper of such failures. Such failures may include but are not limited to, failure to spot empty containers, failure to lift cargo as book, not meeting vessel schedules or port rotations and not providing required reports to the Government.

(iv) Loss and damage

The percentage of cargo volume lost or damaged relative to amount of cargo shipped with the carrier and the timeliness of claims resolution.

(c) **FACTOR** - Subcontracting Plan
SUBFACTORS

(i) Broadening Small business Vendor Base

Efforts undertaken to broaden Small business, Small Disadvantaged Business and Women-Owned Small Business active vendor base. Description of efforts to provide small businesses an equitable opportunity to compete for subcontracts.

(ii) Description of Supplies/Services to be Subcontracted

The identification of the types of supplies and services planned for subcontracting.

(iii) Development of Percentage Goals for Small Business

The Government anticipates a small business goal of 10%; a small disadvantaged goal of 5%; and a women-owned business goal of 2%.

(d) FACTOR - Price - See Section V.

2. Relative Order of Importance of Sub-Factors within Factors:

a. Service Capability – Service Capability subfactors (i), (ii) and (iii) are equal in importance, and each is individually more important than subfactor (iv). Subfactor (iv) is more important than subfactors (v) and (vi), which are equal in importance.

b. Quality of Past Performance – Quality of Past Performance subfactors (i) and (ii) are equal in importance and each is individually more important than subfactor (iii). Subfactor (iii) is more important than subfactor (iv).

c. Subcontracting Plan – Subcontracting Plan Subfactors (i), (ii), and (iii) are equal in importance.

3. Relative Order of Importance of Factors – Of the four evaluation factors, the Service Capability and Quality of Past Performance are equal in relative importance. Individually, Service Capability and Quality of Past Performance are considered more important than the Subcontracting Plan. Collectively, the non-price factors are significantly more important than the price factor.

4. Award (General Section Designated Routes) - Multiple awards will be made on the designated outbound routes from CONUS in the General Section. The guarantee of cargo minimums for each route/zone will be allocated among providing US flag services on the route. Best value will be evaluated for each subCLIN within each route/zone. Each subCLIN will be annotated to show the ranking relative to other offerors, as BV1, BV2, etc. The BV1 carrier will be awarded the portion of the cargo minimum associated with the CLIN. In all best value trade-off analysis awards even the lowest rated offeror will be awarded sufficient cargo to ensure full compliance with FAR 16.504(a)(2), i.e., more than nominal quantities and economically viable revenue based to support any accepted service.

5. Awards (Specialized Customer Service Requirements Section) - Multiple awards will be made for SCR rates by route/zone index. In all best value trade-off analysis awards, the lowest rated acceptable offeror will be awarded sufficient cargo to ensure full compliance with FAR 16.504(a)(2), i.e. more than nominal quantities and economically viable revenue based to support any accepted service. All carriers receiving an award for a contract line item as the BV1 carrier will receive a minimum guarantee of cargo for the route/zone. The minimum for each carrier is a pro rata share of the total minimum guarantee of the route/zone for the SCR section based upon each carrier's percentage share of the forecasted volume which is an aggregate of the subCLINs for which they were determined to be the BV1 carrier. Carriers will only receive a share of the minimum guarantee as the BV2 carrier when their BV1 share of the minimum cargo does not comply with FAR 16.504(a)(2). Minimum cargo guarantees based upon subCLINs awarded to a contractor on a trade route/zone will be awarded as an overall minimum cargo guarantee under that trade route/zone contract. For AAFES, DECA, and NEXCOM only, subCLINs will be awarded on an aggregate basis based upon a combination CLINs and subCLINSs of CONUS origin distribution centers to a particular country.

V. Price

A. Contract Price Evaluation – Price evaluation for all proposed rates will be performed in accordance with FAR 15.404-1, utilizing the Carrier Analysis Rate Evaluation Service Module (CARE II SM).

Applicable to Ocean Rates - In addition to evaluation under FAR, Part 15, U.S. Flag Service offers will be evaluated for compliance with the Cargo Preference Act of 1904 (10 U.S.C. 2631, as amended*)*. A rate will not be considered for award should the Procuring Contracting Officer (PCO) determine that the rate exceeds charges to private persons for carriage of like goods, pursuant to the Cargo Preference Act of 1904 (or other law or regulation).

The Contracting Officer will not consider an offer to be fair and reasonable, if an offeror's Best Value offer contains rates higher than the highest commercial service contract rate; or that are clearly and substantially in excess of the rates stated in comparable commercial service contracts to which the offeror is party, for the same trades and similar services.

B. Option Year Price Evaluation - Upon written notification of the Government's intent to exercise the option period, the CARE II SM with the most current shipper forecast for the option period will be made available for the submission of option year pricing. Proposed rates will be evaluated and discussed as necessary IAW FAR 52.212-2. During the option period, the Government will not make any distinct BV1/BV2 assignments as previously identified in the base period. Ordering Officers will make contemporaneous BV analysis for the selection of a carrier for each booking based on a trade off of all non-priced factors and the associated option year prices.

ADDENDUM TO FAR 52.212-4
CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS

Contract Clause FAR 52.212-4, Contract Terms and Conditions – Commercial Items, incorporated in full text, is hereby tailored to reflect the following changes to Paragraph (c), Changes, in accordance with FAR 12.302(a):

"c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties except for items/provisions delineated in the contract as within the authority of the Contracting Officer. Where the Government requests a change requiring written agreement of the parties, the parties agree to undertake best efforts to affect the requested change. Changes in the terms and conditions of a delivery/task/ shipping order issued under the contract may be made in writing on a unilateral basis by the Government.

1) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer must make an equitable adjustment in the contract price, the delivery schedule or both, and shall modify the contract.

2) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order.

3) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

4) Failure to agree to any adjustment shall be a dispute."

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages as outlined in the requirements per working day or per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2002)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes

payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Fixed- Price Economic Price Adjustment (FPEPA)/Indefinite- Delivery Indefinite-Quantity (IDIQ) contracts with relevant equitable price adjustments for the allowance of fluctuations in marine fuel prices (Bunker Adjustment Factor (BAF) and in foreign currency excahnge rates (Currency Adjustment Factor (CAF)) resulting from this solicitation.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 FEU or 1 MsT, 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 the capacity of the carriers vessel;

(2) Any order for a combination of items in excess of the capacity of the carriers vessel; or

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one (1) 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.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

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

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days .

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 months.
(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any ``Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the

governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutea not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(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 General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Military Traffic Management Command, 200 Stovall Street, Room 12 S45, ATTN: Craig Robinson, Alexandria, Virginia 22332-5000.

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

(End of provision)

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 this/these address(es):

http://farsite.hill.af.mil/

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 accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2002)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

_N/A___ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

_N/A___252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

____ 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304)

__X__252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

N/A__ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (SEP 2001) (41 U.S.C.10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

N/A 252.225-7012 Preference for Certain Domestic Commodities (APR 2002) (10.U.S.C. 2533a).

N/A 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).

N/A 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).

N/A_ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (____Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).

N/A 252.225-7021 Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

N/A_252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).

N/A 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).

N/A_ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).

N/A ____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (MAR 1998) (_____Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

X__ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

X___ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

X____ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

X_____252.247-7023 Transportation of Supplies by Sea (MAR 2000) (__X___Alternate I) (MAR 2000) (__X____Alternate II) (MAR 2000) (10 U.S.C. 2631).

X___252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)
(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2001) (DEVIATION)

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

252.225-7014, Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023, Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of Clause)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

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

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

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

(Official's Name)

(Title)

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

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

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

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

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

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