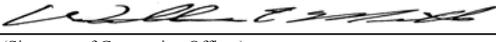


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE J		PAGE OF PAGES 1 66	
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE 20-Feb-2003	4. REQUISITION/PURCHASE REQ. NO. W81GYE012606001			5. PROJECT NO.(If applicable)	
6. ISSUED BY MILITARY TRAFFIC MANAGEMENT COMMAND MTAQ-G GLOBAL INTERMODAL DIST. DIV., ROOM ALEXANDRIA VA 22332-5000		CODE MT01B11	7. ADMINISTERED BY (If other than item 6) MILITARY TRAFFIC MANAGEMENT COMMAND MTAQ-J GLOBAL INTERMODAL ACQUISITION DIV, RM 12S45 200 STOVALL STREET ALEXANDRIA VA 22332-5000			CODE MT01B8	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TRANSATLANTIC LINES LLC ANS GUDMUNDUR 120 GREENWICH AVENUE 3RD FLOOR GREENWICH CT 06830				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. DAMT01-02-D-0025			
				X 10B. DATED (SEE ITEM 13) 13-Feb-2002			
CODE 1MJZ1		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) FAR Clause 52.217-9 Option to Extend the Term of the Contract(MAR 00)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The Contracting Officer hereby exercises the 1st One Year Option Period for Carrier Services for Guantanamo Bay under the above contract number listed in line item 10A. The period of sevice is effective 17 April 2003 through 16 April 2004. Funding is applied to the ASVA contained at Paragraph 10.5, Government Obligation or minimum guarantee. Each delivery order or export traffice release (ETR) will be funded as they are released.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) WILLIAM MILLS / CONTRACTING OFFICER TEL: 703-428-3080 EMAIL: millsw@mtmc.army.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 12-Mar-2003	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$6,211,526.00 from \$6,211,526.00 to \$12,423,052.00.

SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The CLIN extended description has changed from GTMO DEDICATED OCEAN SHIPPING SERVICES FFP - TRANSPORTATION SERVICES FROM PORT OF JACKSONVILLE, FL TO GUANTANAMO BAY, CUBA FOR 1 YEAR FIRM PERIOD. SEE ATTACHMENT SECTION B SCHEDULE OF SUPPLIES AND RATES. Effective 01 March 2002 through 28 February 2003 to GTMO DEDICATED OCEAN SHIPPING SERVICES FFP - TRANSPORTATION SERVICES FROM PORT OF JACKSONVILLE, FL TO GUANTANAMO BAY, CUBA FOR 1 YEAR FIRM PERIOD. SEE ATTACHMENT SECTION B SCHEDULE OF SUPPLIES AND RATES. Effective 17 April 2002 through 16 April 2003.

SUBCLIN 0001BH

The test type No Test has been added.

SUBCLIN 0001BK

The test type No Test has been added.

CLIN 0002

The CLIN extended description has changed from GTMO DEDICATED OCEAN SHIPPING SERVICES - FFP TRANSPORTATION SERVICES FROM PORT OF JACKSONVILLE, FL TO GUANTANAMO BAY, CUBA FOR THE 1ST ONE YEAR OPTION PERIOD. SEE ATTACHED SECTION B SCHEDULE OF SUPPLIES AND RATES. Effective 01 March 2003 through 29 February 2004 to GTMO DEDICATED OCEAN SHIPPING SERVICES - FFP TRANSPORTATION SERVICES FROM PORT OF JACKSONVILLE, FL TO GUANTANAMO BAY, CUBA FOR THE 1ST ONE YEAR OPTION PERIOD. SEE ATTACHED SECTION B SCHEDULE OF SUPPLIES AND RATES. Effective 17 April 2003 through 16 April 2004.

The option status has changed from Option to Option Exercised.

SUBCLIN 0002AA

The option status has changed from Option to Option Exercised.

SUBCLIN 0002AB

The option status has changed from Option to Option Exercised.

SUBCLIN 0002AC

The option status has changed from Option to Option Exercised.

SUBCLIN 0002AD

The option status has changed from Option to Option Exercised.

SUBCLIN 0002AE

The option status has changed from Option to Option Exercised.

SUBCLIN 0002AF

The option status has changed from Option to Option Exercised.

SUBCLIN 0002AG

The option status has changed from Option to Option Exercised.

SUBCLIN 0002AH

The option status has changed from Option to Option Exercised.

SUBCLIN 0002AJ

The option status has changed from Option to Option Exercised.

SUBCLIN 0002AK

The option status has changed from Option to Option Exercised.

SUBCLIN 0002AL

The option status has changed from Option to Option Exercised.

SUBCLIN 0002AM

The option status has changed from Option to Option Exercised.

SUBCLIN 0002AN

The option status has changed from Option to Option Exercised.

SUBCLIN 0002AP

The option status has changed from Option to Option Exercised.

SUBCLIN 0002AQ

The option status has changed from Option to Option Exercised.

SUBCLIN 0002AR

The option status has changed from Option to Option Exercised.

SUBCLIN 0002AS

The option status has changed from Option to Option Exercised.

SUBCLIN 0002AT

The option status has changed from Option to Option Exercised.

SUBCLIN 0002AU

The option status has changed from Option to Option Exercised.

SUBCLIN 0002AV

The option status has changed from Option to Option Exercised.

SUBCLIN 0002AW

The option status has changed from Option to Option Exercised.

SUBCLIN 0002AX

The option status has changed from Option to Option Exercised.

SUBCLIN 0002AY

The option status has changed from Option to Option Exercised.

SUBCLIN 0002AZ

The option status has changed from Option to Option Exercised.

SUBCLIN 0002BA

The option status has changed from Option to Option Exercised.

SUBCLIN 0002BB

The option status has changed from Option to Option Exercised.

SUBCLIN 0002BC

The option status has changed from Option to Option Exercised.

SUBCLIN 0002BD

The option status has changed from Option to Option Exercised.

SUBCLIN 0002BE

The option status has changed from Option to Option Exercised.

SUBCLIN 0002BF

The option status has changed from Option to Option Exercised.

SUBCLIN 0002BG

The option status has changed from Option to Option Exercised.

SUBCLIN 0002BH

The option status has changed from Option to Option Exercised.

The test type No Test has been added.

SUBCLIN 0002BJ

The option status has changed from Option to Option Exercised.

SUBCLIN 0002BK

The option status has changed from Option to Option Exercised.

SUBCLIN 0002BL

The option status has changed from Option to Option Exercised.

SUBCLIN 0002BM

The option status has changed from Option to Option Exercised.

SUBCLIN 0002BN

The option status has changed from Option to Option Exercised.

SUBCLIN 0002BP

The option status has changed from Option to Option Exercised.

SUBCLIN 0002BQ

The option status has changed from Option to Option Exercised.

SUBCLIN 0002BR

The option status has changed from Option to Option Exercised.

CLIN 0003

The CLIN extended description has changed from GTMO DEDICATED OCEAN SHIPPING SERVICES FFP - TRANSPORTATION SERVICES FROM PORT OF JACKSONVILLE, FL TO GUANTANAMO BAY, CUBA FOR THE 2ND ONE YEAR OPTION PERIOD. SEE SECTION B, SCHEDULE OF RATES. Effective 1 March 2004 through 28 February 2005 to GTMO DEDICATED OCEAN SHIPPING SERVICES FFP - TRANSPORTATION SERVICES FROM PORT OF JACKSONVILLE, FL TO GUANTANAMO BAY, CUBA FOR THE 2ND ONE YEAR OPTION PERIOD. SEE SECTION B, SCHEDULE OF RATES. Effective 17 April 2004 through 16 April 2005.

SUBCLIN 0003AH

The test type No Test has been added.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$4,637,712.00 from \$7,400,000.00 to \$12,037,712.00.

Contract Level Funding:

AB: 97X4930 FD30 3 E3 35 7740 TTTS0000000 4400 22N9 W90XW830582005 389900

was increased by \$4,637,712.00 from \$0.00 to \$4,637,712.00
The contract ACRN AB has been added.

The following have been added by full text:

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Statement of Work

1. GENERAL

1.1 Transportation Services

The Contractor, a vessel operating ocean Carrier, shall provide transportation of lawful cargo by U.S. flag ships or tug/barge systems between points in the Continental United States of America (CONUS) as established in Care-SM II and Naval Station (NAVSTA) Guantanamo Bay, Cuba. The Carrier shall maintain regularly scheduled self-sustaining liner term service on this route throughout the period of the Contract. The Carrier will not transship or relay cargo. The Carrier shall provide both breakbulk and intermodal container service, including terminal handling, all stevedoring, loading and discharging in CONUS and Guantanamo Bay, Cuba. Except at NAVSTA Guantanamo, the cargo shall be loaded and discharged at a dock, wharf, place, or open roadstead designated by the Carrier. At NAVSTA Guantanamo the cargo shall be loaded and discharged with carrier provided equipment at Wharf Bravo, except when the COR designates Wharf Uniform as an alternate.

The Carrier shall exclusively carry Government sponsored cargo, cargo shipped by Authorized Government Agents, and other contractor cargo in support of Government operations in Guantanamo Bay moving under this contract, unless otherwise directed by the COR, with the exception of those limitations of the Carrier's obligations specified in Paragraph 10.7, up to the capacity of the vessel(s) offered for use under this contract and accepted by the Contracting Officer.

The Carrier shall maintain a fixed day service with a vessel sailing from the last CONUS port every other Wednesday after 1800 hours local time with arrival at NAVSTA Guantanamo Bay, Cuba the following Tuesday no later than 1800 hours local time or an earlier fixed day of arrival offered by the contractor for the contract period and agreed upon by the Contracting Officer. The service to NAVSTA Guantanamo Bay, Cuba from CONUS every fourteen (14) days shall begin on the second Wednesday after the effective date of the contract commencement. Prior to the first sailing of this contract, the Carrier will demonstrate capabilities to the Contracting Officer Representative (COR) and receive approval of lashing, equipment, crane, vessel, barge, tug, and power supplies. The maximum southbound transit shall not exceed six days from the last CONUS port of call.

The minimum space available to the Government for each outbound (CONUS to NAVSTA Guantanamo Bay, Cuba) or inbound (NAVSTA Guantanamo Bay, Cuba to CONUS) sailing shall be no less than seventy-five (75) FEU's, including space adequate to accept a minimum of fifteen (15) 20' refrigerated containers; and 2000 square feet of breakbulk/vehicle stowage. Each of the 40' spaces offered must be able to accommodate two, 20' containers, or the vessel(s) must have additional space to accommodate the 20' container shortfall.

1.2 On-site Office Space. The contractor shall provide private, on-site office space for the Government's representative at the Carrier's terminal in Jacksonville, FL. This office space will include utilities, telephone, and data usage. Telephone and utility expenses are to be submitted as a reimbursable item by the carrier to the government. Any other expenses related to the on-site office space shall be submitted to and approved by the Contracting Officer prior to occurrence.

1.3 Regulatory Compliance. The Carrier shall file all rates and terms of this Contract with the Federal Maritime Commission (FMC), the Surface Transportation Board (STB), and/or with other governmental agencies as may have jurisdiction over the services provided by the Contractor as set forth in this Contract. The Carrier agrees to comply with such regulations of the FMC, STB, and/or other governmental agencies as may be applicable for service to the Government in the carriage of military cargo as set forth in this Contract.

1.4 Cargo. Types of cargo to be carried are military cargo, personal property, privately owned vehicles, mail, and any other cargo shipped by the Department of Defense (DoD) in the Defense Transportation System (DTS). All cargo shall be stowed to prevent damage due to exposure to the elements. Above deck fixed structures which prevent damage due to exposure of elements may be provided.

1.5 Description of Naval Station Guantanamo Bay, Cuba

1.5.1 Physical Characteristics/Equipment. NAVSTA Guantanamo Bay is a United States Government controlled facility. The reconstructed GTMO pier supports single and dual axles up to a maximum of 500 pounds per square foot load-bearing capacity. No crane, ramp, yard tractors, or any other equipment is available at NAVSTA GTMO for use by the Carrier. Water depths at pier side are normally 20-21 feet. Harbor seas between one to three feet are not unusual. All transportation of and intermodal equipment to be furnished at the Port of Guantanamo Bay, Cuba is at carrier's expense.

1.5.2 Port Operations. Port operations in Guantanamo are contractor operated. Cargo is discharged, transshipped and loaded from the vessel between the hours of 0730 to 1630. Barge/vessel discharge and loading operations are conducted during daylight hours between sunrise and sunset. Discharge and loading operations will normally be conducted, as required, on recognized U.S. Holidays. No bunkers are available at the port. Stevedore services are to be subcontracted, no government stevedore services are available.

1.6 Reserved

1.7 Acceptance and Movement of Non-Government Cargo

The COR may approve and designate non-government cargo for carriage by the Contractor. All non-government cargo requiring transportation to or from GTMO or any intermediate point by the Contractor shall be cleared and approved by the COR in accordance with administrative procedures established by the Joint Traffic Management Office (JTMO), prior to booking with

the Contractor. The Contractor may accept only non-government cargo movements. Non-government cargo shall be transported by the Carrier pursuant to the Carrier's commercial contract terms and conditions which are, in no way, conditioned by this Contract. The Government assumes no responsibility or liability for non-government cargo carried by the Contractor.

Non-Government cargo moving outside this contract, moving either northbound and southbound for any single sailing by the contractor which utilizes capacity within the Government's minimum capacity requirement as specified at Paragraph 1.1. shall reduce the Government's Average Minimum Guarantee as stated in Paragraph 10.5. The volume of non-Government cargo will be computed for each round trip voyage. Breakbulk cargoes will be converted to FEUs as stated in Paragraph 10.5. The Contractor shall certify the appropriate offset for non-Government cargo, as applicable on each invoice and identify the revised Government Guarantee for the round trip voyage.

1.7.1 Second (2nd) POV's (or alternatively a marine conveyance). Military personnel assigned to Guantanamo Bay are permitted to utilize the contract carrier for a movement of a 2nd POV (or alternatively a marine conveyance) on a "Space Available" basis. All rates utilized to move 2nd POVs (or alternatively a marine conveyance) on a "Space Available" basis shall be established between the individual service member and the carrier. Under no circumstances shall the contractor allow the shipment of a 2nd POV (or alternatively a marine conveyance) shipped "Space Available" to displace any Government or Government sponsored cargo. The movement of a 2nd POV (or alternatively a marine conveyance) shall be accomplished without provision of Government reimbursement as stated in Paragraph 9 of the contract. Government reimbursement in connection with the retrograde movement (GTMO to CONUS) of 2nd POVs (or alternatively a marine conveyance) is hereby waived during the term of the contract and any option periods exercised. The contractor shall bill the owner of the 2nd POV (or alternatively a marine conveyance) separately and waives all rights to take action against the Government to recover any sums not paid by the vehicle owner. Recovery of such sums is not actionable under the contract and must be pursued outside of any equitable adjustment, claim or other resource provided herein.

2. CONTAINER SERVICE

2.1. Basic Service. The Carrier's basic container service shall consist of furnishing to the government, a clean, dry, empty, odor free, weather tight, structurally sound container on a chassis at a specific point designated by the Government (within the general locations set forth in the Schedule); moving the stuffed container between this point and the Carrier's CONUS commercial terminal; receiving and handling the stuffed container at its loading terminal; loading and transporting the container in the Carrier's vessel; discharging and handling the container at the Carrier's CONUS receiving terminal, including all aspects of Customs clearance; delivery as ordered by the Ordering Officer (OO). CONUS terminal handling services shall be on a liner basis; terminal handling services on Guantanamo Bay shall be on a liner basis.

2.2 Spotting Empty Containers. The Ordering Officer (OO) or onsite Contracting Officer's Representative (COR) or Alternate COR will provide the Carrier at least two working days notice as to where to spot an empty container unless a shorter notice is agreed upon by the carrier. The notice will include the type, size, the name and address of the shipper, the date and a specific time for spotting the container, which will not be later than three working days prior to the vessel cut-off date unless a shorter period is agreed upon by the carrier, and will specify the categories of cargo to be stuffed in container (i.e., General Cargo, Mail/Mail Equipment, Vehicles, or Refrigerated Cargo). The Carrier shall spot the empty container within a delivery window of not later than or prior to one hour of the stated time in the notice. When the carrier fails to spot an empty container within the delivery window of the designated date and time, the Carrier shall be liable for payment of liquidated damages in accordance with Paragraph 8.2.2.

2.3 Container Pickup. The Carrier shall pick-up and remove a container from the Government facility as follows:

Stuffed container(s) within 24 hours; and
Empty container(s) within 72 hours.

Pickup time provisions shall commence at 0800 hours on the day following carrier's receipt of notification that the container is in all respects ready to be transported, unless this requirement is waived by the OO. Time shall not run during Saturdays, Sundays, and locally observed holidays. For Guantanamo Bay, the carrier shall pick up and remove all empty containers from previous sailing after discharging inbound containers. In no case should empty containers remain beyond the next sailing date.

2.4 Chassis Requirement. Containers delivered to the Government shall be on chassis that shall remain with the containers (while they are in the custody of the Government) unless this requirement is waived by the OO. Chassis provided by the Carrier at Guantanamo Bay shall be compatible with Government contractor-furnished tractors unless this requirement is waived by the OO.

2.5 Inland Delivery. The Carrier shall contact the consignee to establish a delivery time. Unless delay is requested by the OO, the Carrier, after the discharge of the container from the vessel, will commence inland transportation for dry cargo within two (2) working days of discharge or release from Customs. The Carrier will commence inland transportation of refrigerated or mail containers within one working day after the container has been discharged from the vessel, or after customs clearance, whichever occurs later. Vehicles in containers will be delivered within forty-eight (48) hours after the container has been discharged from the vessel. Time shall not run on Saturdays, Sundays, or locally observed holidays. Upon delivery, the Carrier will present the consignee with a delivery receipt designating the destination warehouse, pieces, weight, cube, description of cargo, and TCN for the container.

2.5.1 OCONUS Delivery. All deliveries will be completed within one working day after commencement of delivery.

2.5.2 CONUS Delivery. All deliveries within a 250-mile radius of the POD will be completed within one working day after commencement of delivery. One additional day for each increment of 300 miles will be acceptable.

2.6 Accessorial Services.

2.6.1 Controlled Atmosphere Service. The Carrier's controlled atmosphere service shall consist of furnishing a self contained computerized system capable of monitoring and adjusting the atmosphere in a refrigerated container after the carrier has introduced preservative gases in the container. The system is designed to reduce spoilage and extend shelf life of perishable commodities similar to modified service, but differs by its ability to adjust the air inside the container during transit. The Carrier shall provide clearly marked placards, to include but not limited to, written warnings affixed both internal and external in each controlled atmosphere containers ordered. These warnings shall contain pre-stripping guidance (e.g., protective clothing is not required; allow 30 minutes prior to entering equipment, etc). The Carrier shall provide a printout of the Tectral Control Atmosphere Report

2.6.2 Chassis Service. Containers delivered to the Government shall be on chassis which shall remain with the containers while they are in the custody of the Government unless this requirement is waived by the OO. Chassis provided by the Carrier shall be compatible with Government-furnished tractors unless this requirement is waived by the OO orally and verified in writing.

2.6.3 Stuffing Service. The Carrier's stuffing service shall consist of receiving at its terminals cargo suitable for containerization, and the consolidating, segregating, tallying and stuffing the cargo into containers and sealing the containers. The integrity of cargo units delivered to the carrier for stuffing shall be maintained throughout the shipment consistent with the stowage capability of the carrier's containers. The Carrier shall not change the integrity of the cargo's configuration (break palletized loads) without prior approval of the ordering officer (OO). The Carrier shall stuff the containers following the principle of "first-in, last-out". The Government will pay for such services at the rate set forth in the Table of Accessorial Rates, per measurement ton of cargo stuffed into a container. Carrier shall immediately notify the OO of shipments arriving carrier's terminal for stuffing that are found damaged or not suitable for containerization. Cargo arriving from vendors on prelude arrangements without a DD Form 1149, will not be accepted for stuffing. Carrier will provide OO a tally sheet reflecting the contents of stuffed containers indicating pieces, weight, cube, assigned Transportation Control Numbers (TCN's), and seal number for each container stuffed. Affix military shipping label and packing lists provided by the OO inside door of the each container.

2.6.4 Stripping, Sorting and Consolidation. When ordered by the Government, the carrier's stripping, sorting and consolidation service shall consist of unstuffing, separating cargo by consignee, and grouping cargo lots by consignee at the destination. Such cargo may be received by the ultimate consignee(s) or by a certified inland carrier for further transportation. For import household goods in lift vans, the stripping service will include placing the lift vans on the inland carrier truck or trailer. The Government will pay for such services at the rates (per measurement ton) of cargo set forth in the Table of Accessorial Rates in the Schedule.

2.6.5 Transloading. The Government may deliver or cause to be delivered to the carrier at the carrier's East Coast terminal port of loading, cargo in Government owned or other carrier owned equipment for transloading. The carrier will assume responsibility of transloading such cargo into its own containers. The Government will pay for such services at the rates (per measurement ton) of cargo set forth in the Table of Accessorial Rates in the Schedule.

2.6.6 Respot Service. The Carrier's respot service is on Guantanamo Bay and shall consist of moving a Government stuffed container from the initial point of delivery within a facility to another point within that facility. The Government will pay for such services at the rates set forth in the Table of Accessorial Rates of the Schedule.

2.6.7. POV Processing. The Carrier shall document receipt and issuance of Privately Owned Vehicles (POV's), process vehicles for ocean transit, and process POV's for delivery to the owner when ordered by the OO. The Carrier shall receive/issue POV's from/to service members or the Government agent at the NAVSTA GTMO terminal, and from/to service members at the Carrier's Jacksonville, FL terminal. The Jacksonville terminal shall process POV's Monday through Friday from 0800 until 1700 and Saturday 0800 until 1200, except on locally observed holidays. An inspection of the POV, similar to that which is customarily provided by a common carrier in its usual commercial service, including usual documentation, will be accomplished with the service member or his/her representative upon receipt and issue. At the time of pickup, the POV shall be returned in the same condition of cleanliness as received and noted on the receive/discharge inspection report, to include washing as required. The Carrier shall provide storage of POV's in a secure (generally closed to the public), lighted, fenced, paved area pending pickup by the owner/representative for up to 30 days. Storage charges will be paid at the detention rate specified in Paragraph 10.11 if storage is required beyond 30 days. The Government will pay for such services at the rates (per vehicle) as set forth in the Table of Accessorial Rates in the Schedule.

2.6.8 Shipping of POV's (Government Sponsored PCS Moves ONLY). The booking of POV's with the Carrier is premised on the ability of the Carrier to achieve the RDD associated with each individual POV. The ability of the Carrier to achieve the POV RDD is determined by reference to the Assured Ocean Transit, Inland Delivery, and other time period provided herein concerning the overall movement of cargo from the time it is tendered to the Carrier by the Government at origin until it is delivered at the designated destination in the booking. In accepting a POV booking, the Carrier warrants that it can achieve delivery of the POV by the designated RDD under the terms and conditions of this contract. If the Carrier fails to deliver a POV on or before the RDD, the Contracting Officer shall assess \$30.00 damages per diem against the Carrier. Damages shall be assessed for each day that the delivery exceeds the RDD, including day of delivery, up to a maximum period of seven calendar days (maximum Carrier liability of \$210.00 per POV). The Carrier may be exonerated from this liability only under circumstances constituting Force Majeure or and Excusable Delay (FAR 52.249-8 entitled Default (Fixed Price Supply and Service) Alternate I (APR84)). The Carrier 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 Carrier bears the burden of establishing exoneration on the basis of any Force Majeure or Excusable Delay circumstance.

2.6.9 Leasing Of Carrier Equipment. Upon request of the OO the carrier shall furnish containers, flatracks, and chassis, and in the case of non self-sustaining refrigerated containers, also a generator set, for use in connection with land and ocean transportation of Government cargo arranged under this contract. The Carrier shall be paid at the equipment leasing rates set forth below for equipment leased under this provision. Equipment so leased may be transported aboard any vessel designated by the government and may be transported inland by any means available to the Government. Unless otherwise agreed, Carrier equipment leased by the Government shall be returned by the Government to the place where such equipment was originally received from the Carrier. A booking shall be issued to reflect each lease of equipment. The booking shall set forth the number, size, and appropriate identification information of such Carrier equipment, the estimated duration of lease, and place of return. The Carrier shall be paid for each twenty four hour period or part thereof, Saturdays, Sundays, and holidays included, for the period between the time the equipment is received or ordered from the Carrier, whichever is later, until the time the equipment is returned to the Carrier.

CONTAINER LEASING RATES	PER DAY
A. DRY CARGO	
(Includes closed containers and open top containers)	
Under 40'	\$4.50
40' and over	\$6.00
B. REFRIGERATED	
Under 40'	\$25.00
40' and over	\$35.00
C. CHASSIS	
Under 40'	\$5.00
40' and over	\$6.00
D. FLATRACK	
Under 40'	\$9.00
40' and over	\$16.00
E. TANK CONTAINERS	
Under 40'	\$20.00
40' and over	\$25.00

2.6.10 Equipment Interchange. The Government may require that a loaded container belonging to the Carrier be lifted by another carrier. If so directed by the OO, in writing, the Carrier shall freely interchange the container to another carrier designated by the OO. The Carrier shall offer to the lifting carrier its standard interchange agreement. The Carrier shall charge the lifting

carrier no more than the most favorable lease rate appearing in the Carrier's Master Lease Agreement.

2.6.11 Flatrack Service. The Carrier guarantees the Government for each vessel sailing, the number of flatracks the Government requires, provided the requirement is given to the carrier by the OO at least two weeks prior to the intended sailing of the Carrier's vessel. The Carrier will be compensated for this service in accordance with the rates set forth in the Table of Accessorial Rates in the Schedule.

2.6.12 Tank Container Service. The commodity will be containerized in Government Bulk Fuel Tank Containers and shipped on carrier furnished chassis. Carrier must comply with all applicable U.S. and foreign laws and/or regulations established for transportation of such cargo including but not limited to Title 49 of the Code of Federal Regulations, Part 171 et seq. (CFR et seq.) and the International Maritime Organization (IMO) regulations. If the carrier fails to meet any obligations imposed by these regulations, then any liability resulting from the carrier's non-compliance with these regulations will be solely the carrier's responsibility. The Government will pay for such services at the rates set forth in the Schedule.

2.6.13 Supercargo Service. This service shall be provided by the carrier for Government personnel or representative on a per day basis to cover room and board and food on board the tug, when requested by the Ordering Officer/booking office to accompany specific cargo moves. The carrier shall carry One (1) supercargo per voyage or the maximum number allowed for safety reasons as authorized by the Carrier at the time of request and/or as additional space becomes available. All other terms and conditions remains unchanged.

2.7 Refrigerated Containers.

2.7.1 General. Self-sustaining refrigerated containers, not more than two years old at contract service inception, shall be provided by the Contractor for this service. Such containers shall be in good working order and delivered to the stuffing activity precooled to the intransit temperature specified by the Government. Such containers shall be maintained at an internal temperature within two (2) degrees Fahrenheit of the specified intransit temperature from the time of initial stuffing until unstuffed at final destination. For Chilled Cargo in refrigerated containers only, the intransit temperature specified in the booking for service shall be maintained by the Carrier at an internal temperature within plus or minus two (2) degrees Fahrenheit of the specified temperature from the time of initial stuffing until unstuffing at final destination providing that such variance does not allow cargo freezing. Reefers will be loaded on the vessel last at CONUS port of loading and offloaded first at NAVSTA Guantanamo Bay.

2.7.2 Carrier Inspection of Contents. Upon receipt, the Carrier may open stuffed reefer containers to inspect the condition, stuffing, or the temperature of the cargo. When the Carrier is of the opinion that the cargo is unsuitable for shipment to the specified destination, the Carrier shall immediately advise the OO of such condition, and request a written decision regarding shipment of the container.

2.7.3 Temperature Recording. The Carrier shall furnish two operable continuous temperature recording instruments (to include at least one interior Ryan type recorder or equivalent and one exterior recorder) in each refrigerated container ordered. These instruments shall measure and record in a legible manner any variation in temperature of one degree Fahrenheit or more inside the container during the time it is stuffed with cargo. The original printed records of the temperature maintained during the transit from origin to destination shall be made available for inspection by the receiving activity when the container is delivered. Upon request of the consignee, a copy of the original records shall be provided to the receiving activity within 5 days.

2.7.4 Maintenance. It is the sole responsibility of and the cost to the Carrier to maintain its refrigerated container equipment in good working order. Reefers must arrive inspected and certified with the capability of operating at 220 and 440 electrical volts with separate wires and plugs for reefers. The Carrier shall provide refrigerated container repair kit (spare parts) and have capability to perform minor repairs.

2.7.5 Fuel Charges. The carrier is responsible for ensuring that there is enough fuel to sustain refrigerated containers during the free time allowed under this agreement. This fuel shall be provided at the Carrier's expense. When Government caused delay of a refrigerated container results in payment of detention, the Carrier shall be reimbursed for fuel consumed during the detention period.

2.7.6 Protection of Refrigerated Cargo. The carrier must also provide a back-up/redundancy/monitoring system for keeping the reefers running during the entire transit. This system must include as a minimum gensets on the reefers, and dual 230KW generators on the barge to protect the refrigerated cargo. Monitoring of the reefers during transit is also required. The Carrier must check the status of all reefers at least once during the voyage, and provide the COR with a report after completing the inspection.

2.8 Hazardous Waste Material.

When requested, Carrier shall provide 40ft empty containers with applicable placards at the Guantanamo Bay for hazardous waste material required to be shipped to CONUS. The material may consist of, but is not limited to, antifreeze, contaminated soil, asbestos, corrosive liquid and solids, poly-chlorinated biphenyl (PCB)'s, regulated and non-regulated flammables, and oils and lubricants.

2.8.1 Transportation Documentation. Carrier should accept only those hazardous wastes that have been manifested in accordance with 40 C.F.R. 262.20 and 262.20(b). The manifest shall stay with the shipment to its destination. The Government will arrange for pick-up and movement of the hazardous waste from the Carrier's terminal to the treatment, storage, or disposal facility (TSD).

2.8.2 Spill Reporting. In the event of an accidental discharge of the hazardous material during transporting the carrier is required to take immediate action to protect human health and the environment as defined in 49 C.F.R. 171.15 and must be reported verbally and in writing to the National Response Center, Office of Hazardous Material Regulations Department of

Transportation, Washington, DC 20590. See 33 CFR 153.203, 40 C.F.R. 263.31, State and local laws may require additional notifications. Carrier is liable for spills and discharges of cargo while being transported and is responsible for the cleanup. 40 C.F.R. 263.30 and 31.

2.8.3 Storage. Carrier may store material enroute for up to ten (10) days at each transfer facility as defined by 40 C.F.R. 260.10, 263.12 and 268.50 (a) (3) without becoming a TSD facility. If storage exceeds the ten days at any transfer facility, then the carrier must issue a new manifest and sign and return to the initial shipper its original manifest. Carriers transporting hazardous waste material into the United States from abroad or who mix hazardous wastes of different DOT shipping descriptions into the same container must also meet the standards applicable to hazardous wastes shippers.

2.9 Government Furnished Containers

From time to time the Government may book cargo for carriage in Government-owned or leased containers or may book carriage of empty Government owned or leased containers. It is contemplated that such containers will usually be 20 foot closed top, dry ISO cargo containers, although other types and sizes of containers may be used. The Carrier will furnish any additional equipment, including chassis, necessary for the carriage of cargo in Government containers in accordance with the provisions of this Contract. All provisions of this Contract shall apply to the carriage of cargo in Government containers in the same manner that they apply to the carriage of cargo in the Carrier's container.

2.10 Transfer Of Containerized Cargo

The Carrier shall not transfer cargo from one container to another without the written authorization of the OO, except when such transfer is required to safeguard the cargo during the continuation of the movement. When cargo is transferred from the original container, the Carrier shall immediately notify the MTMC activities having cognizance over the loading and discharge ports. Such notice shall contain the serial number and seal number of the original container, and of the container to which cargo was transferred, the place where the transfer occurred and the reason for the transfer. When the container to which the cargo was transferred differs in internal cubic capacity from the original container, freight shall be based upon the cubic capacity of the original container.

2.11 Container Identification

Within thirty (30) days of the effective date of this contract, containers shall be clearly marked to indicate the name of the Carrier. Leased containers utilized under this Contract shall have the name of the Carrier, affixed with stencils or stickers, in letters of not less than three (3) inches in height. As a minimum, such identification will be affixed to each end of a leased container.

2.12 Equipment Substitution

When ordering containers from the Carrier, the OO will specify the size and type of the container required. The Carrier shall not furnish a container of a different type or size than that ordered

without authorization from the OO. If the OO allows the Carrier to substitute a larger size container than booked, and the loaded shipment does not exceed the cubic capacity of the size container originally ordered, the Government shall pay for the size ordered. If the loaded shipment exceeds the cubic capacity of the size container originally ordered, the Government will pay for the size container actually furnished.

2.13 Equipment pools

The Contractor must establish and maintain equipment pools, as necessary at CONUS inland locations as designated by the contracting officer to ensure timely availability for outloading operations. The expense for operating equipment pools must be born by the Contractor.

3. BREAKBULK SERVICE

The Carrier's liner term breakbulk service shall consist of receiving cargo at its facility; loading and transporting the cargo in its vessel; and discharging the cargo and moving it to the staging area in GTMO or Carrier's Terminal(s) in CONUS. Breakbulk service shall be provided in accordance with the terms and conditions for containerized service, as applicable. Breakbulk cargo may be containerized at the discretion of the carrier, but at no additional cost to the Government.

4. SUBMISSION OF OPERATIONAL REPORTS

4.1 Load Port

The Carrier shall provide (by mutually agreeable means) the cognizant MTMC activity and the activity responsible for cargo documentation with the following information in connection with cargo loaded at each port.

4.1.1 Cargo Receipt Information (CONUS/OCONUS). Cargo receipt information shall consist of carrier name, port of loading, date cargo received at port, container number with ALPHA prefix, TCN, and seal and/or keyless lock number. This data shall be provided within four working hours of cargo receipt by the carrier.

4.1.2 Cargo Receipt. The Master shall sign the manifest or receipt acknowledging receipt of the cargo in apparent good order and condition or he/she shall record thereon any apparent damage to or shortage of such cargo or any other specific exception to the cargo as listed on the manifest or receipt. For containerized cargo both received by the Carrier and delivered at destination under seal, the Master's receipt acknowledges only the apparent good order of the container.

4.1.3 Cargo Lift Information (CONUS/OCONUS). Cargo lift information shall consist of: name of vessel and voyage document number, container number with ALPHA prefix, TCN, port of discharge, final destination, general description of cargo (i.e., general cargo, mail/mail equipment, POV, other vehicles, refrigerated cargo, and seal and/or keyless lock number). This data shall be provided within eight working hours after vessel departure.

Note: If a seal on any container has been broken and/or replaced while in the Carrier's custody, the Carrier shall notify the COR with a complete report as to the circumstances and the reasons therefor.

4.1.4 Voyage Reconciliation. The Carrier shall provide both the cognizant MTMC activity and local activity responsible for cargo documentation a listing of cargo to include container number and TCN of cargo which were booked but not loaded, or loaded but not booked, and the reasons why the cargo missed their designated scheduled sailing. Such notification shall not relieve the Carrier of its obligations under this Contract to fulfill the original cargo booking commitments. Reports shall be furnished within eight hours after vessel departure.

4.2 Discharge Port.

The Carrier shall provide either the Supply Officer at NAVSTA Guantanamo Bay or the MTMC activity having cognizance over the port with a discharge report. This report shall be provided for cargo discharged as soon as practicable after discharge, but not later than twenty-four (24) hours after discharge. Information must indicate the following for each shipment/TCN: name and voyage number of vessel, date and time cargo was discharged, date and time cargo is available for commencement of drayage or linehaul, and date, time and mode of commencement of drayage or linehaul.

4.3 Situation Report.

The Carrier shall provide notice within twenty-four (24) hours to both the Contracting Officer and the OO of any operational shortfall that occurs relative to the service. Examples of operational shortfalls include sailing delays, container unavailability, strikes, receiving delays, port backlogs and equipment failures.

4.4 Vessel Position Reports.

The Carrier is required to provide daily vessel position reports specifying longitude and latitude, and distance to go as of 0600 a.m. by 1200 p.m. of the same day to the COR.

5. ELECTRONIC DATA INTERCHANGE (EDI)

5.1 EDI and Automated Carrier Interface (ACI) System.

5.1.1 Intransit Status Data. Electronic exchange of booking and intransit status data is required by this contract. EDI is the preferred method for exchange of this data. However, an acceptable alternative is use of MTMC's Ocean Carrier Interface (OCI). MTMC has OCI training available to Contractors.

5.1.2 Trading Partner Agreement (TPA). Carriers electing to participate in the MTMC EDI are required to execute a Trading Partner Agreement with MTMC. This is an umbrella document that describes the use of electronic media and electronic signatures; and establishes EDI transactions as legally enforceable in lieu of signed paper documents. Carriers who have not

executed TPAs with MTMC for ocean cargo booking and Intransit Visibility (ITV) transactions must have a TPA with MTMC no later than the 7 calendar days after contract award. The TPA will be approved upon successful completion of transmission tests for each transaction set. Carrier will be assessed \$100.00 each day it fails to have a TPA in place following the seventh day after contract award. This fee is to compensate the Government for the added administrative expense that will be incurred in manually processing bookings and is in addition to any other like compensation for failure to use EDI.

5.1.3 Defense Transportation Electronic Data Interchange (DTEDI). The Contractor must use the Defense Transportation Electronic Data Interchange approved Implementation Convention for the ANSI X-12 300, 301, 303, and 315 transaction sets in compliance with their approved concepts of operation. 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. Copies of the IC's, when approved, can be obtained from <http://www.lmi.org/dtedi>.

5.1.4 Event Reporting. Carriers shall receive booking data (300) and cancellation data (303) from MTMC, and shall send booking confirmation (301) and intransit status (315) data to MTMC. Carriers shall provide the Government status reports for the following events:

<i>Code</i>	<i>Meaning</i>	<i>Notes</i>
EE	Empty spotted	Empty container outgate is acceptable in lieu of Actual spot reports
W	Pickup of Loaded container	Required only if carrier provides origin pickup Inland dray/linehaul
I	In-gate	At POE
VD	Vessel sails	At POE and at transshipment ports
A	Vessel arrival	Report actual vessel arrival
UV	Vessel discharge	At POD and at transshipment ports
EC	Empty container pick up	At consignee

In gate, sail, discharge and out gate events will be reported within 4 hours of the event. Other events will be reported within one business day of the event.

5.1.5 Timeliness and Accuracy of EDI transactions. Carrier shall provide accurate, timely and complete EDI transactions for all events indicated at Paragraph 5.1.4. Carriers that do not complete transactions in compliance herewith shall be assessed a liquidated damage of \$8.00 per failed event within the required transaction set.

5.1.6 Exceptions to EDI requirements. As circumstances warrant, the PCO may unilaterally modify the contract, in whole or part, and exempt carrier from specific EDI requirements. This modification may be for a specified time period, or for the duration of the contract.

5.1.7 Addressing and Testing Requirements. EDI addressing and testing requirements information will be provided by HQMTMC (JTMO). Point of Contact to address any questions is Mr. Joe Crandell, Tel (703) 428-2488.

6. CARRIER SUBMISSION OF VESSEL SCHEDULES

6.1 Initial Schedule Input

The Carrier must maintain vessel schedules within the Integrated Booking System (IBS), with the initial input of any voyage being at least 45 days prior to the earliest sail date of that voyage.

6.2 “Commercial Carrier Vessel Schedule” Web Page

The carrier will enter their new schedules on Integrated Booking System’s, (IBS), “Commercial Carrier Vessel Schedule” web page. Carriers will also maintain schedules that are posted in the system (to include schedules that were posted to IBS by the booking office prior to the contract award date).

6.3 Training Materials

Training materials that include instructions for obtaining passwords, accessing the internet based vessel schedule entry system, and entering data will be provided by MTMC. Training sessions will also be provided by the IBS Project Management Office (PMO) in the Washington DC area. Training sessions will be scheduled between contract award and prior to its effective date. In the event the training materials and training sessions are not made available to carriers in a timely manner, the date for carriers to begin submitting schedules via IBS' Commercial Carrier Vessel Schedule web page will be delayed until such time as training materials and training sessions are made available. During this time carriers will provide the cargo booking offices with fax or hard copy schedules which will be maintained within IBS.

6.4 Data Elements

The Vessel Schedule will contain the following data elements. The carrier will update and maintain data marked with a "*":

- * POE/POD (Indicator to show which ports on the schedule are for load and which for discharge)
- * Scheduled Vessel Arrival Date at the port *Scheduled Vessel Departure Date at the port
- * Dry Cutoff Date; report for POEs only *Reefer Cutoff Date; report for POEs only

- * MILSTAMP vessel status code
- * Feeder/ Direct. Indicator to show whether the port is served by the vessel named in the schedule. The name (IRCS) of the feeder vessel is also required.

6.5 Posting to IBS

Vessel information provided by carriers as part of their proposal will be posted to IBS by the start of the bookings under this contract. Carriers will provide the cargo booking office with updates and changes to information provided on vessels offered for service under this contract. Information required by the booking office would include:

IRCS
Ship Name
Vessel flag (Country)

6.6 Liquidated Damages

Voyage data provided to MTMC less than 45 days before the earliest sail date on the voyage will be considered a late submission and the carrier shall be assessed a liquidated damage of \$250 per voyage. Damages will be assessed at the expiration of the contract.

7. INSPECTION OF SERVICES COMMERCIAL

7.1 Quality Assurance Program (QAP)

The Government will monitor the Carrier's performance under this Contract through its Quality Assurance Program (QAP), which will consist of continuing evaluation of all services including documentation provided by the Carrier. The ACO shall issue administration instructions for this program. A copy of the QAP Performance Requirements Summary (PRS) is incorporated at Attachment 2. To the extent that any conflict may arise between this plan and the substantive provisions of RFP- DAMT01-01-R-0193 and the resultant contract(s), then the substantive portions of the RFP and the resultant contract(s) shall apply.

7.2 Quality Council

In order to identify and resolve potential operational problems and to achieve continuous process improvement, a Quality Council shall be established. Quality Council members may include representatives of the carrier, Ocean Cargo Booking Office (OCBO), Ocean Cargo Clearance Authority (OCCA) and effected Shipper services, as well as the Administrative Contracting Officer (ACO) and Ordering Officer (OO) and the Assistant Contracting Officer's Representative (ACOR). The Quality Council shall meet on a quarterly basis to identify, monitor, and recommend solutions to operational problems arising during the term of the contract. Recommendations for process improvement will be elevated to the Procuring Contracting Officer or his/her designated representative and the designated carrier

representatives for consideration, approval, and negotiation of contract modifications (if applicable).

7.3 Quality Control Plan

The Contractor must establish and maintain a Quality Control Plan (QCP). The QCP shall cover as a minimum how the Contractor intends to meet the requirements and what mechanisms will be used to monitor and proactively manage DoD shipments moving in the Contractor's system to ensure quality service. The plan will also include the timely reporting of information to designated Government personnel for any potential performance shortfalls, problems/failures, and other incidents that are likely to result in loss/damage of DoD cargo or delays beyond the required delivery dates. A copy of the QCP shall be submitted to the Contracting Officer within thirty (30) calendar days from the date of contract award. The Contractor shall revise the plan and submit it to the Contracting Officer within ten (10) calendar days after notification by the Contracting Officer of deficiencies requiring correction.

7.4 Performance Reporting

Contractor will be required to provide a monthly performance report to the Contracting Officer. The report will:

7.4.1 Problem Areas. Highlight specific problem areas such as no shows, custom clearance delays, container detention equipment damage, schedule deviations, missing late documentation, hazardous cargo, etc.

7.4.2. Service Recommendations. Provide recommendations to improve service and achieve cost efficiencies.

7.4.3 Identification of Liquidated Damages and Detention. Identify any liquidated damages and detention to be assessed since the previous report by Transportation Control Number (TCN).

7.4.4 Address Performance Failures. Provide specific details for shipments failing the performance requirements of the contract and a plan for corrective action.

8. DELIVERIES AND PERFORMANCE

8.1 Effective Dates

This Contract shall be in effect for all cargo booked with the Carrier or its Agent on or after 0002 hours local time 17 April 2002 through and including 16 April 2003 for the One Year Base Period and from 17 April 2003 through and including 16 April 2004 if the 1st One year Option Period is exercised. If the 2nd One Year option period is exercised, the contract shall remain in effect for all cargo booked with the Carrier or its Agent on or after 0002 hours local time 17 April 2004 through and including 16 April 2005..

8.2 Liquidated Damages

8.2.1 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT FAR 52.211-11 (SEP 2000)

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this Contract (commence initial sailing on the second Wednesday after the effective date of the contract), the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$1,000.00 per calendar day of delay.
- (b) If the Government terminates this contract in whole or in part under the Default provisions of the contract, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages shall be in addition to excess costs under the Termination clause.
- (c) The Contractor shall 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 provisions in this Contract.

8.2.2 Failure To Spot. When the Carrier fails to spot an empty container by the designated date and time, and as a result there is not reasonable time to allow stuffing and release of the container in sufficient and reasonable time to meet the scheduled sailing date of the vessel to which the container is booked, the Carrier shall be liable for the payment of liquidated damages. The Government shall also be entitled to cancel the booking of such cargo.

8.2.2.1 Liquidated damages for failure to spot shall be equal to the detention charges as stated at Paragraph 10.11, for each 24-hour period, or part thereof, from the time and date for spotting until the container is spotted or a new spotting date and time are agreed upon by the OO. Further, if the failure to spot does not allow for Government stuffing and release of the container in sufficient reasonable time to meet the scheduled sailing date of the vessel to which the container is booked, liquidated damages equal to detention charges for each 24-hour period, or part thereof, will apply from the completion of loading of the vessel to which the container was originally booked to the time of commencement of loading of the Carrier's next scheduled vessel to the port of destination to which the container was booked. If the Government cancels the booking, the Carrier's liability for liquidated damages shall be limited to the period ending with cancellation.

8.2.2.2 Neither liquidated damages nor charges for Government expenses will be assessed if the Carrier can establish: 1) that the inability to spot the container as agreed is the result of the Government's failure to unstuff and release an empty container to the Carrier within a reasonable time to meet the required spotting date; 2) that it advised the OO of such inability at least seven days prior to the required spotting date; and 3) that the Carrier only accepted bookings which could reasonably be expected to be fulfilled.

8.2.2.3 When the Carrier fails to spot an empty container by the designated date and time, and as a result the Government must incur overtime expenses to enable stuffing and release of the container by the Government prior to the scheduled sailing date of the vessel, the Carrier shall be liable for payment of liquidated damages equal to the total overtime expense incurred by the Government.

8.2.3 Overweight Containers. At the time of booking, the Carrier shall notify the OO if the maximum cargo weight which can be loaded into a container that is to be stuffed by the Government is less than the standard maximum cargo weight capacity for the container, and the reason therefor. Containers on which such restrictions are imposed shall not be used under this contract if unrestricted containers are available for the required service.

8.2.3.1 If the Government stuffs a container with cargo weighing in excess of the container's standard maximum weight carrying capacity or in excess of any lesser weight of which it has been given notice under this Section, it shall remove, or pay the expenses of the Carrier in removing or handling the excess weight of cargo. All consequences or liabilities that may result from excessive weight of containers stuffed by the Carrier, shall be the responsibility of the Carrier. All fees or other costs incident to weighing containers shall be the responsibility of the Carrier.

8.2.3.2 The Carrier shall not refuse to carry a container that weighs in excess of the local maximum weight allowed by U.S. Federal, state, or local governments if the container can be discharged from the vessel and the excess weight of cargo can be removed without violation of the applicable law, regulation, or ruling that established the maximum weight.

8.2.4 Government Failure To Timely Release Containers. When a container which has been positioned at a Government stuffing facility is not released by the Government within a reasonable time to meet the scheduled sailing time and date of the Carrier's vessel to which it is booked, thereby precluding the container from being loaded on the vessel, the Government shall have the alternatives set forth below. In no event will the Government be liable for vessel demurrage or dead freight as a result of failure to release a container in time to meet a specified vessel sailing.

8.2.4.1 The Government may allow the Carrier to load the container on the next vessel scheduled to the booked port of debarkation and pay the Carrier detention charges set forth in the contract from the time of completion of loading of the vessel to which the container was originally booked to the time of the commencement of loading of the Carrier's next scheduled vessel to the port of debarkation to which the container is booked.

8.2.4.2 The Government may order the Carrier to move the container to another place for unstuffing. The Government shall bear all costs of such movement and shall pay detention charges set forth in the contract between the time of completion of loading of the vessel to which the container was booked and the release of the empty container.

8.2.5 Carrier Failure To Load Containers. When a stuffed container is released by the Government within reasonable time to meet the scheduled sailing time and date of the Carrier's vessel to which it is booked and the container is delayed, through fault of the Carrier, thereby precluding the container from being loaded on the vessel, the Government shall have the remedies set forth below.

8.2.5.1 The Government may order the Carrier to load the container on the next vessel scheduled to the same port of debarkation and hold the Carrier liable for liquidated damages equal to detention charges from time of completion of loading of the vessel to which the container was originally booked to the time of completion of loading of the Carrier's next scheduled vessel to the port of debarkation to which the container is booked.

8.2.5.2 The Government may order the Carrier to move the cargo to another place, including another Carrier's terminal, and the Carrier shall bear all cost of such movement. The Carrier shall also be liable for freight, and any other expenses, paid by the Government for movement of the cargo over that freight which would have been paid to the Carrier if it had been loaded as originally booked.

8.2.5.3 The Government may elect to return the cargo, in which case the Carrier shall move the cargo to a place designated by the OO for unstuffing and shall bear all costs for such movement and unstuffing. The Government shall not be obligated to pay for use of the container. The Carrier shall be liable for liquidated damages in an amount equal to detention charges, commencing at the time of completion of loading of the vessel to which the container was originally booked and ending when the OO notifies the Carrier of this course of action.

8.2.6 Delay Of Scheduled Sailing. If the scheduled sailing to which container cargo is booked is delayed, through no fault or failure of the Carrier, more than 96 hours (48 hours for containers stuffed with refrigerated or perishable cargo) beyond either the departure time scheduled when the container was ordered, or the time the stuffed container arrived at the Carrier's terminal, whichever is later, the Government shall have the alternatives set forth below.

8.2.6.1 The Government may allow the container to move on the delayed sailing.

8.2.6.2 The Government may order the Carrier to move the container to another place, including another Carrier's terminal. The Government will bear all costs for such movement, including the removal of the container from the vessel and placement on a chassis. The Government shall return the container to the Carrier at the port of debarkation.

8.2.6.3 If the Government elects to order the return of the cargo, the Carrier shall move the container to another place designated by the OO for unstuffing. The Government shall bear all costs of such movement, including removal of the container from the vessel.

8.2.7 Commencement And Time Standard Of Delivery Transportation. When the Carrier fails to commence or meet the time standard of inland delivery transportation within the specified time period, the Carrier shall be liable for payment of liquidated damages, computed at the rates for detention charges for each 24-hour period, or pro-rata for part thereof, in excess of the time

period specified in Paragraph 2.5 excluding time lost due to delay in commencing delivery pursuant to a request by the OO, labor disturbances, or fault or failure of the Government.

9. RATE RULES

9.1 Contract Administrator

The Administrative Contracting Officer (ACO) who shall perform Contract administration for this Contract is located at the PARC, MTAQ-JI, Military Traffic Management Command, Alexandria, VA at (703) 428-3080, fax number (703) 428-3362/3363.

9.2 Orders for Service

The Government will prepare all necessary papers including shipping instructions, vessel papers or manifests listing the cargo to be stowed aboard the vessel. Such papers shall be receipted by the Carrier or his agent, and shall be evidence of ownership. These documents and the booking shall be deemed to be an Order within the meaning of the Ordering Clause (FAR 52.216-18). The OO shall provide the Carrier with written notice of the Government activities authorized to issue Orders.

9.3 Application of Rates

9.3.1 Expression of Rates. All rates appearing in CARE-SM II System are stated in U.S. dollars and cents per the applicable unit of measure.

9.3.2 Containerized Cargo. All rates for containers are based on liner terms. Containers stuffed with general cargo (including mail/mail equipment), refrigerated cargo, vehicles, controlled atmosphere cargo, flatrack service and recyclable cargo shall be freighted at the appropriate rate(s) stated in the Schedule/Rate Tables.

9.3.2.1 Single Factor Rates. Single factor rates are “all-in” rates except for Bunker Adjustment Factor and other accessorial identified in the contract. Single factor rates can apply to point/point, point/port, and port/point rate movements. Freight shall be computed by applying the applicable single factor container rate.

9.3.2.2 Bi-Factor Rates. In order to minimize number of rates, mileage rates may be used in conjunction with port to point rates to meet point to point requirements whenever a single factor rate is not available. For the purposes of this contract, this is referred to as a bi-factor rate.

9.3.2.3 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.

9.3.2.4 Cargo Handling. When this service is ordered by the Government, Contractor will be paid for each manifested 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 type/size container and includes tallying of cargo,

and necessary blocking, bracing, and dunnage, in accordance with the rates set forth in the Table of Accessorial Rates.

9.3.2.5 Storage Charges. When the Carrier fails to pick-up a container from the Government facility within the time period specified in Paragraph 2.3, the Carrier shall be liable for payment of storage charges computed at the detention rates for each 24-hour period, or pro-rata for part thereof, from expiration of the time.

9.3.2.6 Respot charges. Respot charges shall be paid in accordance with the rates set forth in the Table of Accessorial Rates.

9.3.3 Breakbulk Cargo. All rates included herein are based on a liner term basis. Cargo shall be rated based on a MsT as defined as either 40 cubic feet or 2240 pounds per ton whichever will generate the highest tonnage units and revenue when applied to the dimensions and weight of cargo. Only general cargo will be rated on a weight or cube basis. Cargo booked as breakbulk cargo will be so freighted at the MsT rate, regardless of whether containerized for the Carrier's convenience.

9.3.3.1 POV Processing. POV Processing charges shall be paid once for each POV processed in accordance with the rates set forth in the Table of Accessorial Rates. The rate shall cover both receiving and issuing the vehicle. Any POV processing charges in association with the shipment of a second vehicle or marine conveyance in accordance with Paragraph 1.7.1 shall be billed to the owner of the second POV or alternate marine conveyance, consistent with the other charges found in Paragraph 1.7.1.

9.4 Reserved

9.5 CONUS Mileage Rates.

In the absence of specified linehaul rates between points within CONUS, inland charges are computed using mileage band rates, multiplied by the mileage found in the Defense Table of Distances (DTOD). Mileage rates are stated as one way miles by container size and are only used where no specific point/point 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. If the Contractor has "PC*Miler", he 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. If the Contractor elects to use another source for computing mileage, he cannot be provided this file. Should there be any differences in the mileage computed by DTOD and the mileage invoiced by the contractor, the contractor will be paid based on the DTOD mileages. 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.

9.6 Exceptions to General Application of Rates

9.6.1 Carrier Imposed Weight Restrictions. When a container is precluded from being utilized to its maximum capacity because of Carrier imposed restrictions which limit the weight carrying capacity below the maximum weight carrying capacity of the container, the cargo shall be freighted at the applicable measurement ton basic rate applied to the manifest measure of the cargo applied pro-rata to useable carrying capacity (e.g., if the maximum capacity of the container is 20,000 lbs, but the restricted capacity is 15,000 lbs, the container will be freighted at 75% of its usual measurement ton rate).

9.6.2 Government Furnished Containers. The Carrier's charges for through transportation of cargo within commercially acceptable Government containers will be ninety-five percent of the appropriate rate for that cargo commodity.

9.7 Bunker Adjustment Factor. An allowance for fluctuations in marine fuel prices shall be paid to the carrier in accordance with the following:

9.7.1 Fuel Consumption Standard. Offerors shall provide a fuel consumption standard for the vessel(s) offered in service. Per barrel consumption at steaming by bunker type (e.g., HFO, MDO) and barrels consumed per hour at berth shall be provided.

9.7.2 Baseline Price. A baseline price will be developed for use during the life of the contract.

9.7.3 Development of Baseline Price. The base price will be developed using the seven weeks immediately preceding the due date for initial proposals using the price of fuel at Norfolk, Virginia, as reported in the Platts Oilgram Bunkerwire based on the bunker type used by vessel. These prices are quoted in dollars per metric ton. They will be converted to barrels by dividing by 6.55.

9.7.4 Rolling Average. A four-week rolling average price will be computed by MTMC. The rolling average price will be based on the four weeks preceding the week of sailing in order to calculate the BAF adjustment. Prices are then evaluated on a roundtrip voyage basis and compared to the base line and a dollar differential and a percent differential will be computed by MTMC. This information will be accessible on the MTMC homepage.

9.7.5 Differential. The dollar differential is the new average price minus the base price. The percent differentials are derived by dividing the dollar differential by base price. If the percent differential is greater than + 20% a payment will be made to the Contractor for the voyage; the payment will be for the full amount of differential, not just that percentage above 20%. If a percent differential is less than – 20%, MTMC will recover payments for the voyage; the recovery will be the full amount of differential, not just that percentage under – 20%. If the percent differential is +20% to –20 % no payment will be made.

9.7.6 Invoicing Procedure. Contractor is responsible for indicating, within 30 days following the conclusion of the return leg of the roundtrip voyage, whether a fuel payment is due them, whether no fuel payment is to be paid, or whether a fuel payment is due MTMC. If a fuel payment is due the contractor, it must compute the value of the payment and indicate this on the shipment invoice. Each invoice shall contain the following voyage information: ship name,

MTMC voyage number, sail dates, and a certified statement of total fuel consumed showing steaming hours and barrels consumed and the berthing hours and barrels consumed, the dollar differential, per barrel, and the total adjustment due for the voyage.

9.7.7 Application of Fuel Allowance. The fuel allowance applies to carrier 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.

9.8 OCEAN CARRIER PAYMENT PROCEDURES

9.8.1 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 booking. 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 booking. Basic freight and accessorial payment will be based on the schedule of rates identified in the Schedule. 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 booking for payment purposes. The booking is generated once the booking is made and contains all relevant booking data. When a discrepancy exists between the ocean manifest and the booking, 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.

9.8.1.1 Container.

9.8.1.1.1 Basic Freight. The carrier may submit, in accordance with the booking, 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, e.g., 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 appropriate MTMC paying office is listed below:

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

Military Traffic Management Command
Deployment Support Command
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: Mcgllotheni@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 booking. 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.

9.8.1.1.2 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.

9.8.1.1.3 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.

9.8.1.2 Breakbulk

9.8.1.2.1 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 (MsT) of 40 cubic feet or 2240 pounds per ton whichever will generate the highest tonnage units and revenue when applied to the dimensions and weight of cargo.

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.

9.8.2 Payment Issues Common to both Breakbulk and Container Carriers.

9.8.2.1 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.

9.8.2.2 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.

9.8.2.3 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 (e.g., 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.

9.9 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
Deployment Support Command
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.	Fax. Ext.	Email
Documentation Division	Joe Repp	8621	8625	Reppj@mtmc.army.mil
DSC Booking Office	Margaret Sitts	5348	1810	Sitts@mtmc.army.mil
DSC Booking Office	Jim Hudgens	5110	1810	Hudgens@mtmc.army.mil
Paying Office	Isaac McGlothen	8380	7895	Mcglortheni@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.

9.9.2 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.

9.9.2.1 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.

9.9.2.2 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.

9.9.2.3 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.

9.9.2.4 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.

9.9.3 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.

9.9.3.1 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.

9.9.3.2 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.

9.9.4 Verification. 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).

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

9.9.4.2 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.

9.9.4.3 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.

9.10 Cargo Movement

9.10.1 Instructions. 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.

9.10.2. Service Changes after Lift. 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.

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

9.10.2.2 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.

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

9.10.2.4 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.

9.10.2.5 The DSC Booking Office will verify the new services ordered and authorize DSC-RM to make the change in PowerTrack.

9.10.2.6 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.

9.10.2.7 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.

9.10.2.8 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.

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

9.10.2.10 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.

9.10.2.11 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.

9.11 Carrier Payment Request

9.11.1 Submission of EDI 315 Transaction Set. 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.

9.11.2 Updating Transaction in PowerTrack. 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.

9.11.3 Updates resulting in Price Change. 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.

9.11.4 Data Update After Payment Execution. 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.

9.11.5 Post Lift Changes. 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.

9.11.6 Viewing Pricing Details. 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.

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

9.11.8 Separation of Charges. Carrier invoices must separate the charges into the type service level.

9.11.9 VSI Generation. 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.

9.12 Carrier Payment

9.12.1 Confirmation of service performance. 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.

9.12.2 Electronic or Manual Invoice Submission. 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.

9.12.2.1 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.

9.12.2.2 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.

9.12.2.3 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.

9.12.3 Manual Approach. 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.

9.12.3.1 If the carrier accepts the transaction, payment will be executed.

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

9.12.3.3 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.

9.12.4 Resolution of Discrepancies. DSC-RM and the carrier are responsible for researching and resolving all discrepancies.

9.12.4.1 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.

9.12.4.2 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.

9.12.4.3 Payment will be remitted to the carrier via Electronic Funds Transfer (EFT). Rules governing EFT payment will be finalized with carrier by U.S. Bank. Carrier not yet authorized AFT must provide bank and account information necessary to implement EFT.

9.12.5 Discrepancies after Payment Execution. 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.

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

9.12.5.2 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.

9.12.5.3 If an eBill is disputed, the transaction will not be executed until resolution

9.13 Refunds, Rebates And Credits

The Carrier agrees that any refunds, rebates, credits or other amounts (including any interest thereon) accruing to or received by the Carrier under this Contract shall be paid by the Carrier to the Government to the extent that they are properly allocable to costs, expenses or reimbursements for which the Carrier has been reimbursed by the Government under the terms of this Contract.

9.14 Agreed Cost Responsibility

9.14.1 General. As a means of facilitating the administration of this Contract, the parties have agreed that certain items of cost anticipated as likely to arise in the performance of their respective duties under this Contract shall be listed. Determinations of responsibility for items of cost agreed by the parties under this Section are intended to be consistent with the substantive clauses of this Contract; provided however, in the event of conflict, the substantive clauses of the Contract shall prevail.

9.14.2 Responsibility of the Carrier. The Carrier is responsible for the costs associated with the following services:

9.14.2.1 Furnishing and maintaining containers and chassis.

9.14.2.2 Drayage of containers including: Furnishing and maintaining tractors; furnishing drivers; delivery costs of movement of containers, including tractors and driver; highway, ferry, tunnel and bridge tolls; and user taxes.

9.14.2.3 All costs of vessel operation and all port charges and other expenses charged to the Carrier's vessel, including such charges assessed at Government installations.

9.14.2.4 All stevedoring costs and all costs of loading and discharging and preparation, including special cargo fire or security watch required by port regulations due to loading and discharging operations.

9.14.2.5 All container terminal costs including: receipt of containers; marshaling of containers; and cleaning containers before stuffing and after unstuffing.

9.14.2.6 Taxes, dues, fees and other charges (including storage charges levied by governments, ports authorities, or wharfingers) on breakbulk cargo, on the containers, and on their contents, if any, except those charges which are payable by the Government.

9.14.2.7 Handling charges including terminal tariff handling charges and agency fees in connection with port clearance of cargo tariffs.

9.14.2.8 Landing and wharfage charges including: landing charges against cargo in accordance with the regulations of the port, including those billed by port authorities to the ship; and wharfage charged to military cargo.

9.14.2.9 All transportation of and intermodal equipment to be furnished at the Port of Guantanamo Bay, Cuba (e.g. crane, containers, chassis, forklifts, or top-loaders, etc.)

9.14.3 Responsibility of the Government. The Government is responsible for the cost of the following services:

9.14.3.1 Except when ordered from the Carrier, container stuffing and unstuffing including: labor employed; packing material and/or dunnage employed; preparing documentation; sealing the container; removal of packing material, dunnage and placards; and sweeping.

9.14.3.2 Miscellaneous dues, fees and charges including: cargo surveyor fees when services are ordered by the Government or when resulting from dispute between the Government and the Carrier resolved in favor of the Carrier; drayage or line-haul charges listed under Section 9.14.2 above when performed by the Government.

9.14.3.3 Customs and other taxes, dues and/or taxes charged to the cargo; harbor and quay dues charged to the cargo based on local tariffs.

9.14.3.4 Contaminated cargo costs including: fumigation required solely because of contaminated Government cargo, including related costs and detention; crew overtime in connection with standby security watch when required by the OO during loading and

discharging; crew wages, fringe benefits and related payroll tax when ship's crew are performing longshore work in cargo operations at the request of the terminal or by custom of the port including members of the steward's department required to prepare additional meals.

9.15 OFFEROR'S PAYMENT ADDRESS

If the offeror's payment address is different than that shown by the offeror in Block 17A. of the SF 1149, then the offeror should include such address in the proposal.

9.16 SHIPMENTS BY AUTHORIZED AGENTS OF THE GOVERNMENT

9.16.1 Identification of Authorized Agents. 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, privately owned vehicles (POV) by Global POV Contractors, and Government sponsored cargo transported by Navy Contractors between Jacksonville and Guantanamo Bay. The Contracting Officer will supply a list of those entities and individuals who are authorized agents for purposes of this paragraph.

9.16.2 Booking of cargo.

9.16.2.1 Shipments booked by authorized agents will be booked in accordance with the booking requirements of the resulting Contract as cited in Paragraph 10.1.

9.16.2.2 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 must accept an offering of cargo and notify the shipper of such acceptance, as specified in Paragraph 10.1.2 .

9.16.2.3 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.

9.16.3 Submission of Status Reports. Contractors must provide reports to the authorized agent who ordered the transportation services as prescribed in Paragraph 4.1; however, rather than reporting at the TCN level, the contractor may report by delivery order when mutually agreeable by the parties.

9.16.4 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.

10. SPECIAL INSTRUCTIONS

10.1 Shipment Booking/Acceptance

10.1.1 Issuance of Booking Number. In the absence of other established written procedures, issuance of a booking number by the Contractor through EDI, OCI 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.

10.1.2 Contractor Acceptance. The Contractor must accept orders to book shipments, up to its vessel capacity, if the Government orders are received no less than five (5) working days prior to local cut-off for a scheduled sailing.

10.1.3 Contractor Response to Orders. The Contractor must respond to all Government orders on the same working day they are received, if the Contractor, prior to 1430 local time, receives the order. Contractor responses for orders received after 1430 local time must be provided by 1200 local time the next working day.

10.2 Reserved.

10.3 Limitation Of Government Liability

10.3.1 Dead Freight. The Government shall not be liable for payment of dead freight.

10.3.2 Alternate Transportation. Notwithstanding any other provisions of this Contract, the Government may make alternative transportation arrangements for any cargo that the Carrier cannot meet the requirements provided by the OO for that cargo (could not meet the RDD, the characteristics of cargo are such that the cargo can not move through the Carrier’s commercial terminal e.g. ammo, and inability to negotiate a reasonable rate for excepted cargo as described below). The determination to make alternative transportation arrangements shall be made by the KO after submission of a request in writing from the OO for such arrangements.

10.4 Excepted Category Cargo

Excepted category cargoes are listed below. Pursuant to FAR 52.212-2 ,rates for their carriage may be negotiated by the Contracting Officer prior to booking. (The Contracting Officer is not required to ship excepted category cargo with the Carrier if a reasonable rate can not be negotiated). The Carrier shall not accept excepted category cargo for shipment unless a rate for its carriage has been negotiated with the Contracting Officer . Cargo categories not excepted below and for which specific rates do not appear herein, shall be carried at the applicable General Cargo rate.

- Aircraft (unboxed) including helicopters
- Bulk Cargo (not containerized in tank cars, vehicles, or containers)

- Boats (over 40 feet in length)
- Explosives (other than Category 1.4)

10.5 GOVERNMENT OBLIGATION

10.5.1 Volume of Cargo. A projection of cargo to move under contracts awarded pursuant to this award is provided in **Attachment 1**. JTMO does not guarantee the completeness or accuracy of the projection, which is provided for informational purposes only.

10.5.2 Average Minimum Guarantee (AMG). The Government shall guarantee a payment of fifty-three (53) forty foot equivalent units (FEUs) per round trip voyage based on an aggregate sequential voyage average (ASVA) for the minimum service to Guantanamo Bay. In the event more frequent service is accepted by the Government, such guarantee shall be adjusted proportionally. Additional sailings will not be included for the purpose of averaging the ASVA. The calculation of the ASVA in accordance with Paragraph 10.5.2.3 below, shall determine the entitlement, if any, to such minimum payments. Such minimum payments, if any shall be rendered to the Contractor at the end of each six month period of the contract based upon a COR certification to the PCO that the ASVA for the minimum number of voyages during the six month period falls below the minimum 53 FEUs per round trip voyage. The Government shall compensate the Contractor for each whole FEU that the ASVA falls below the 53 FEU minimum.

10.5.2.1 Application of ASVA. For purposes of calculating the rate of minimum ASVA payments, the per FEU compensation for any ASVA, during a six-month period, that falls below the guaranteed minimum of 53 FEUs per round trip voyage shall be the average of rates for one dry FEU and one reefer FEU from Jacksonville to Guantanamo port to point and from Guantanamo to Jacksonville. In calculating ASVA payments, the total of all Government and Government sponsored cargo shipped during the six-month period will be calculated. If the average number of FEUs shipped during the six-month period (both inbound and outbound) is equal to or exceeds the guaranteed minimum of 53 FEUs per round trip voyage, no ASVA will be paid by the contractor. In the event the average number of FEUs shipped during the six-month period (both inbound and outbound) falls below the guaranteed minimum of 53 FEUs per round trip voyage, the contractor shall be compensated for each whole FEU falling below the minimum. In other words, there will be an adjustment for each six-month cycle concerning the amount of cargo over and under the ASVA, on a per specific round trip voyage. In the event that the guaranteed minimum of 53 FEUs per round trip voyage is exceeded on any specific round trip voyage during the six-month period, the amount of cargo in excess of the 53 FEU guaranteed minimum will be applied to the amount of shortfall below the 53 FEU guaranteed minimum, if any, experienced on any specific round trip voyage (during the same six-month period). The Contractor will receive a minimum ASVA payment for the six-month period, if at all, only if there is an overall shortage following this described adjustment. In calculating the average rate, no assessorial charges will be included.

10.5.2.2 Cargo Lift Certification Procedures for Payment of ASVA Minimums. The Contractor, within ten (10) working days of the end of each six month period of the contract (semi-annually), shall submit to the COR a worksheet detailing the total cargo lifted on each voyage of the respective semi-annual period. The Contractor shall add any cargo carried on additional sailings above the minimum required in Paragraph 1.1 of the contract to the nearest minimum sailing's arrival at Guantanamo Bay in the semi-annual period. Upon certification of the ASVA worksheet by the COR (for that semi-annual period), the Contractor shall submit an invoice, if entitled, to the designated paying activity (or any subsequently identified paying office) under this contract for any certified minimum payments. Such invoice, if any, shall be accompanied by the COR certified worksheet.

10.5.2.3 Volume of Cargo. A minimum volume of cargo per round trip voyage is guaranteed under this contract. The Government shall guarantee 53 FEUs per round trip voyage. For calculation purposes, a round trip voyage shall include all of the cargo tendered by the Government for a southbound sailing from CONUS to NAVSTA Guantanamo Bay, Cuba and the following northbound sailing from NAVSTA Guantanamo Bay to CONUS. All cargo transported for authorized agents as contemplated by Paragraph 9.16 shall be included for purposes of determining whether the Government has met its 53 FEU per round trip guarantee. The cargo volumes, listed at Attachment 1, are provided for information purposes only and in no way represent a commitment on the part of the Government other than that which is stated herein.

10.6. Carrier Service Commitment.

10.6.1 Space Commitments: Carrier's space commitment shall be as stated at Paragraph 1.1.

10.6.2 Service changes.

10.6.2.1 The Carrier may modify its schedule to reflect permanent changes in its regularly scheduled service as offered to the extent that the Carrier remains in compliance with provisions at Paragraph 1.1.

10.6.2.2 Carriers will provide the ACO a minimum of 120 days notice of an impending drydock. The Drydock Notice will include the vessels, the routes and port calls involved, the dates of the drydocking, the dates of the change in service, and a description of how carrier will maintain the same level of service, including substitution of vessels and other affected assets. Notices submitted less than 120 days before the dry docking will not be considered unless drydocking is the result of a Force Majeure situation. Exemptions will not alter established prices and other terms and conditions contained herein, applicable law and regulation will not be exempted, nor will provision be made for the carrier granted such exemption to recoup any cargo volume foregone over the exemption period during subsequent contract periods.

10.6.2.3 If the Carrier wishes to materially change its service or to substitute another vessel or other equipment initially offered for service, the Carrier must submit to the Contracting Officer within 30 days of the anticipated change a written request detailing such change and the impact

on the service provided. The Carrier shall not implement such a change without the written consent of the Contracting Officer.

10.7 Limitations Of Carrier's Obligation

10.7.1 Cargo Rejection. Notwithstanding any other provisions of this Contract, the Carrier shall have the right to reject explosives (other than Category 1.4); dry or liquid bulk cargo (i.e., not packaged, containerized or in vehicles); any species of live animals and other cargo deemed by the Carrier to be dangerous or obnoxious in character. Any such cargo accepted for carriage shall be freighted at the General Cargo rate.

10.7.2 Unsafe Operation. The Carrier shall not be required to receive or deliver containers at points or places where it is impracticable or unsafe to operate tractors and chassis due to conditions of roads, streets, or alleys or when prevented from doing so because of fire, acts of God, acts of war, riots, civil commotion, strikes, lockouts, stoppages or restraints of labor or other labor disturbances.

10.7.3 Hazardous Cargo. The transportation and handling of hazardous cargo for shipment shall be subject to Title 49 of the Code of Federal Regulations, Part 171, et seq. (49 CFR) and International Maritime Organization (IMO), the Dangerous Goods Code in force at the time of shipment. The Carrier shall refuse to transport hazardous cargo, either by land or by ocean, which does not conform in all aspects to these regulations and any other applicable U.S. governmental regulations.

10.7.3.1 When the Carrier refuses to pick up a container based on non-compliance with appropriate regulations as stated herein, the Government shall reimburse the Carrier the actual costs incurred for such container if the Carrier has made a futile trip in connection with such circumstances as a result of Government failure to comply with applicable hazardous cargo regulations.

10.7.4 Maximum Volume of Cargo. The Contractor's maximum cargo volume service obligation to the Government under the Contract schedule is the full cargo capacity of the vessel(s) offered for service up to a maximum of eighty-five (85) FEUs and 2500 square feet of breakbulk/vehicle space per sailing.

10.7.5 Improper Government Documentation. If the Government does not provide the Carrier with the correct container documentation at the time and location of Carrier acceptance, the Carrier may refuse to accept the cargo. If the Carrier chooses to pick-up or accept the cargo, the Carrier shall provide the cognizant MTMC manifesting activity with all the missing receipt or lift data in order that the cargo can be completely identified for onward movement. This information must be provided within one (1) working day of receipt or lift, or earlier if necessary to meet the scheduled vessel sailing. The Government shall hold harmless the Carrier, the Master, and the vessel of and from all consequences or liabilities that may arise from any irregularity in the papers supplied by the Government, and shall reimburse the carrier the direct cost of any fines or charges incurred as a result thereof.

10.8 Damage To Equipment

10.8.1 Loss of or Damage to Carrier Equipment. Should a container, chassis, or any other piece of Carrier equipment be damaged by act of the Government, its agents, employees, or Contractors while such Carrier equipment is in the custody of the Government, its agents, employees or Contractors, the Government shall repair or reimburse the Carrier the least of the following: the reasonable costs of repairs; the fair market value immediately prior to the damage; or the depreciated value on the Carrier's books. The Carrier will assign to the Government any rights, causes of action, or other claims that the Carrier may have against third parties with respect to such damage. The Government shall not be liable for the repair of any damage under this paragraph 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 to the Carrier.

10.8.2 Damage to Carrier Vessel or Vessel Equipment. Should the vessel or its equipment be damaged by act, neglect or failure of equipment of the Government, its agents, employees, or Contractors in loading or discharging the vessel, the Government shall reimburse the Carrier the reasonable costs of repairs and the Carrier will assign to the Government any rights, causes of action, or other claims which the Carrier may have against third parties with respect to such repairs. In the event that any damage should occur to the vessel or its equipment as a result of the joint fault of the Carrier and the Government, payment for such damage shall be apportioned pro rata in accordance with the respective degrees of fault. The Government shall not be liable for the repair of any damage under this Paragraph unless notice specifying such damage and the name(s) of the party or parties causing such damage shall have been given to and acknowledged by the Government or its authorized representative as soon as possible after the occurrence of such damage, or in any event before the vessel leaves the berth or anchorage where the damage occurred, and provided, further, that the Government shall not be liable for the repair of any damage under this Paragraph if such damage is caused by a Contractor of the Government unless demand first is made upon such Contractor by the Carrier and payment therefor has been refused.

10.8.3 Loss or Damage to Government Equipment. The Carrier shall 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 equipment while in the Government's custody. The Carrier will not procure insurance coverage on Government containers and will not be liable for any loss thereof under circumstances covered by the Carrier's war risk insurance on its own containers.

10.8.4 Damage Claims. Claims submitted under this Section shall be filed with the Military Traffic Management Command, Staff Judge Advocate, 200 Stovall St., Hoffman II, Room 12N67, Alexandria, VA 22332-5000.

10.9 Diversion For The Convenience Of The Government

Upon written direction by the Contracting Officer, the Carrier may route or divert its vessel, for the convenience of the Government, to a port of loading or discharging not on the route for which rates are quoted. The written direction shall reflect the special routing or diversion and

state the agreed additional freight, if any, to be paid by the Government for such special routing or diversion. Compensation for KO directed diversion of shipment shall be provided as a negotiated equitable adjustment to the contract.

10.10 Free Time

10.10.1 Free Time Allowed. The total amount of free time in CONUS will be five working days. In Guantanamo Bay, total free time shall be ten working days or the time between delivery of a container and arrival of the Carrier's next vessel, whichever is longer.

10.10.2 Commencement of Free Time. Time shall commence to run at 0001 hours local time after the container is physically tendered for delivery.

10.10.3 Running of Time. Time shall run during any period when clearance by local government agencies is delayed due to the non-availability of documents required for such clearances which are furnished by the Government, provided, that the container is otherwise ready for line-haul/drayage and the OO has been notified of the unavailability of such documents. Time shall, when such delay is requested by the Government, run during the period of delay prior to commencement of inland delivery.

10.10.4 No Running of Time. Time shall not run during any Saturday, Sunday, or locally observed holiday at the place the container is located. Time shall not run during any period containers are held due to local labor disturbances.

10.10.5 Cessation of Time. Time shall cease to run at 2400 hours on the day the Carrier is notified that the container is released or when the container is returned to the Carrier, whichever is earlier.

10.10.6 Delivery at Carrier's Terminal. When the OO elects to take delivery of containers at the Carrier's Terminal at the port of discharge, time shall start to run when the container with trailer is hooked to the Government tractor.

10.11 Detention

10.11.1 Incurrence. In the event the Government holds the Carrier's container longer than the free time allowed, the Government shall pay detention charges as set forth below.

10.11.2 Computation of Detention. Detention charges will be paid at the rates set forth below for each 24 hour period of time, or pro-rata for part thereof, beyond the total allowed free time that the containers are held by the Government. Rates are expressed in dollars and cents and apply for containers with or without chassis.

10.11.3 Detention Invoices. Detention invoices must be submitted to the OO's representative no later than six (6) months from the date the empty container is returned to the Carrier. Detention invoices received for payment after that time will not be certified for payment and the Carrier waives any right to payment thereafter.

10.11.4 Chassis Detention. When Government owned or leased chassis are not provided for carriage of Government owned or leased containers, and the carrier must furnish its own chassis, the carrier's chassis will be subject to the same detention and free time provisions as prescribed. When return of chassis to the carrier is delayed by the Government beyond the allowable free time and the chassis is being used solely for the carriage of Government owned or leased containers, the carrier shall assess detention charges as specified in Paragraph 10.11.

10.11.5 Container Detention Charges.

THE FOLLOWING CHARGES ARE FOR EACH 24-HOUR PERIOD OR PART THEREOF

A. DRY CARGO CONTAINER WITH OR WITHOUT CHASSIS (includes closed containers, open top containers, flat racks & car carriers)	CHARGE
- under 40'	\$ 9.00
- 40' and over	\$12.00
B. REFRIGERATED CONTAINER & TANK CONTAINER	
- under 40'	\$50.00
- 40' and over	\$60.00
C. CHASSIS (Only applies for use with Government owned or leased containers) (See 10-16.4)	
- under 40'	\$ 9.00
- 40' and over	\$12.00
D. STORAGE CHARGES FOR POV'S AND MILITARY VEHICLE HELD LONGER THAN 30 DAYS each vehicle	\$ 5.00

10.12 Use Of Government Terminals

The Carrier shall pay the Government, represented by the agency operating the terminal, for any services or materials provided at a Government terminal in accordance with the rates established by that agency.

10.13 Shifting Docks

Within a vessel's port of call, the COR may require the vessel to call at, or shift to a particular dock wharf, place or open roadstead at which the vessel can lie always safely afloat at any time of tide, or at which, in the judgement of the Master, the vessel may lie safely aground, and to and from which the vessel may safely proceed when the aggregate of the cargo to be loaded or of the cargo to be discharged at such location is 300 measurement tons or more. If the COR orders such a call or shift and less than 300 measurement tons of cargo are loaded or discharged, the direct costs of such shift shall be reimbursed by the Government. Nothing herein shall be construed as a warranty by the Government of berth, or approaches thereto, at facilities owned or operated by or for the Carrier or at other commercial facilities normally utilized by ships of the size of the carrier's vessel to load and discharge cargo.

10.14 Custom Of The Trade

Wherever the standard of performance by either party is not provided under the provisions of these Basic Terms, the "Custom of the Trade" shall be used as a standard of performance. This phrase shall mean the established practice generally accepted by the trucking, rail, and marine shipping industries for cargo transportation service in the geographic trade covered by this Contract.

10.15 Security

If the Government notifies the Carrier that the employment or the continued employment of the Master or any member of the crew is prejudicial to the interests or endangers the security of the United States of America, the Carrier shall make any changes necessary in the appointment(s). Costs associated with such changes shall be reimbursed by a negotiated equitable adjustment to the contract.

10.16 Safety In Loading And Discharging Of Cargo

The Carrier shall comply with all applicable provisions of Public Law 91-596.84 Stat. 1590 (approved December 29, 1970) known as the Occupational Safety and Health Act of 1970 (29 USC 655, ex. seq.) and with the standards promulgated thereunder by the Secretary of Labor for Safety in loading and discharging of cargo. **Note:** The OSHA responsibility of Department of Defense Contractors is set forth in Defense Acquisition Circular 76-1 (30 Aug 1976), Item XXIII.

10.17 War Risk

10.17.1 Reimbursement. Normal Port Calls. In the event it is necessary for the vessel's owners to pay premium to extend the coverage of crew, hull and machinery, and protection and indemnity insurance and insurance covering the loss and damage of containers while aboard the vessel to include war risks in excess of premium on such war risk coverage on the date the Carrier's rates were submitted under this contract, or to pay crew war risk bonuses as a result of

the vessel entering a war risk area, associated costs shall be reimbursed as a negotiated equitable adjustment to the contract.

10.17.1.2 Government Requested Port Calls. In the event the vessel calls at port within a war risk area solely for the purpose of loading or discharging cargo for the Government, the Government will reimburse the Carrier for all such excess premium and bonus payments and for the extra cost of cargo war risk insurance premium on commercial cargo aboard the vessel at the time of entry into the war risk area.

10.17.1.3 Government Provided Insurance. 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 Contracting Officer reserves the right to require Carriers 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 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 Carrier to obtain such insurance from the Department of Transportation and no premium as set forth in Paragraphs 10.17.1.1 and 10.17.1.2 above will be paid to the Carrier.

10.17.2 Container Loss or Damage. The Government shall reimburse the Carrier against loss of or damage to a container in accordance with Paragraph 10.8 and as set forth below.

10.17.2.1 Causes. The Government shall reimburse the Carrier for loss and damage that is caused by capture, seizure, arrest, restraint or detainment, hostilities or warlike operations whether there be a declaration of war or not, civil war, revolution, rebellion, insurrection, civil strife, or civil commotion.

10.17.2.2 Location When Damaged. The Government shall reimburse the carrier for loss or damage that occurs when the container is not aboard the vessel, but is located within the war risk area and is (a) in the Government's custody or (b) not in the Government's custody but either stuffed with cargo shipped under this Contract or emptied of such cargo and being transported between place of initial stuffing or final unstuffing and the Carrier's nearest terminal, or other places not further distant than such terminal, and waiting at such terminal to be loaded in the first Carrier's vessel to call.

10.17.2.3 Not Otherwise Covered. The Government shall reimburse the Carrier for loss or damage to the extent that it is not covered by insurance as set forth in the Paragraph 10.8.

10.17.3 Limitation of Government Liability. No payments shall be due from the Government under this clause unless and until the Carrier shall also assess such costs against commercial cargo loaded or discharged in the war risk areas.

10.17.4 Government as Additional Assured. The Carrier agrees to add the United States Government as an additional assured with waiver of subrogation noted on its war risk policy

obtained by the Carrier and for which the Government has agreed to reimburse the extra premium under this section.

10.18 Application of COGSA

10.18.1 Incorporation. The United States Carriage of Goods by Sea Act (COGSA) 46 U.S.C. 1300-1315 is incorporated into this contract 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 booking with the same force and effect as if the Act applied to such carriage by express provision therein; 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 Carrier or as to the period within which claim therefor shall be made or suit instituted.

10.18.2 Liability. For the purpose of interpreting Section 4 of COGSA "Limitation of Liability," for all cargo, the limitation of liability set out in Section 4 of COGSA shall apply to each package, and for cargo not in packages to each measurement ton of cargo within the container. The carriage of cargo under any booking issued pursuant to this contract 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 COGSA; and nothing in this contract is intended to relieve the Carrier 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 COGSA or to lessen such liability otherwise than as provided therein. The Carrier shall be liable as a common Carrier by land for any loss of or damage to cargo while being transported under this contract between any inland origin and the vessel's side and between the vessel's side and any inland destination.

10.19 Scope Of Voyage (Liberties)

10.19.1 Determination of the Master/Carrier. 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 Carrier 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, or to give rise to delay or difficulty in arriving, discharging, 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 onboard until the return trip or until such other time as is deemed mutually advisable. This notice Officer shall include, but may not be limited to, the planned port of discharge of the cargo and any measures planned to protect the cargo.

10.19.2 Contracting Officer's Direction. If the Contracting Officer determines that the planned disposition of the cargo is not in the Government's best interest, the Carrier shall comply with the

PCO's direction to the Carrier 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.

10.19.3 Equitable Adjustment. 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 booking.

10.19.4 Responsibility. In any event, the Carrier 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.

10.19.5 Compliance with Government Direction. The Carrier, 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 explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

10.20 Exception Force Majeure

An 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 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 Carrier be entitled to extra compensation for such a deviation and the Carrier shall not be relieved of responsibility for delivery of cargo to its original destination.

10.21 Strikes

10.21.1 Loading Port. In the event the vessel or loading of the vessel is delayed by reason of strike or stoppage of work, the Carrier reserves the right at the loading port to dispatch the vessel with such portion of the cargo as may then be on board, or if no Government cargo is on board, to delay or cancel the voyage.

10.21.2 Discharge Port. In the event the vessel or discharge of the vessel is delayed by reason of strikes or stoppage of work, the Carrier reserves the right at the discharge port to discharge the cargo still on board or with the approval of the Government to dispose of the cargo or any portion of the it at the Government's risk and expense.

10.22 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 Carrier is not responsible, by statute, contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the Carrier 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 sailing vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if such sailing vessel or vessels belonged to strangers.

10.23 General Average

General Average shall be adjusted, stated and settled, according to York-Antwerp Rules 1974 as amended to the date of this contract, at such port or place in the United States as may be selected by the Carrier, 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 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.

10.24 Liens

10.24.1 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 Carrier 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 tier and to expand any resources necessary to expeditiously enforce the provisions of this clause against such subcontractors.

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

11. GLOSSARY

11.1 Abbreviations/Acronyms

AMG	-	Average Minimum Guarantee
BAF	-	Bunker Adjustment Factor
CO	-	Contracting Officer
CONUS	-	Continental United States
COR	-	Contracting Officer's Representative
CPA	-	Cargo Preference Act (1904)
DFARS	-	Defense Federal Acquisition Regulation Supplement
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
IMO	-	International Maritime Organization
ISO	-	International Organization for Standardization
IBS	-	Integrated Booking System
ITGBL	-	International Through Government Bill of Lading
MsT	-	Measurement Ton (40 Cubic Feet)
MTMC	-	Military Traffic Management 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
RO/RO	-	Roll-on/Roll-off
SRP	-	Sealift Readiness Program
TCMD	-	Transportation Control & Movement Document
TCN	-	Transportation Control Number
TEU	-	Twenty Foot Equivalent Unit
TSD	-	Treatment, Storage or Disposal Facility
VISA	-	Voluntary Intermodal Sealift Agreement

11.2 Definitions

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

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 - All cargo that is not containerized.

Carrier - The vessel operating carrier awarded this contract, including its agents and subcontractors. The term "Carrier" is used interchangeably with the term "Contractor."

Chassis - A wheeled unit equipped with running gear and front end support on which a container is placed for transport.

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.

Consolidation - Practice of combining less-than-containerload cargo in order to make containerload movements.

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

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

Contractor - See "Carrier."

Custom of the Trade - The established practice generally accepted by the trucking, rail and marine shipping industries in the geographic area where the service is provided.

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

Cutoff – 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 –Government ordered delay in commencement of drayage/line-haul (container staging) or Government delay in unstuffing of containers at destination when total delay exceeds total free-time allowed, or delay in releasing the containers.

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 – 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.

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 and 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.

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 received for by the Contractor to the destination port or point where the Contractor makes the cargo available to the consignee. In the case of BB/RO-RO, the cargo is accepted and/or made available within the contractor's terminal. Any costs for the loading or discharging of inland transport within the Contractor's terminal is for the account of the Contractor.

Measurement Ton (MT) – 40 cubic feet or 2,240 lbs., whichever will generate the highest tonnage units and revenue when applied to the dimensions and weight of cargo.

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 any 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 in the booking when cargo must be delivered by the Contractor. RDDs apply to the Contractor's delivery location based on the booking terms. RDD's will incorporate transit standards identified in this document.

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.

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.

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.

12. LIST OF ATTACHMENTS AND FIGURES

12.1 Contract Attachments

Attachment 1 – Annual Cargo Tonnage Projection

Attachment 2 - Performance Requirements Summary

12.2 Contract Figures

Figure 1 - JTMO Standard Billing Invoice

Figure 2 - Standard Billing Detention Form

**ATTACHMENT 1
Annual Cargo Tonnage Projection**

OCEAN

ORIGIN	DEST.	COMM.	CNTR TYPE	CNTR SIZE	VOL.	UNIT
JAX (Pier)	GTMO (Door)	General	Dry	20'	15	Cntr
JAX (Pier)	GTMO(Door)	General	Dry	40'	459	Cntr
JAX (Pier)	GTMO(Door)	Chill/Frz	Reefer	20'	2	Cntr
JAX (Pier)	GTMO(Door)	Chill/Frz	Reefer	40'	0	Cntr
JAX (Door)	GTMO (Door)	General	Dry	20'	16	Cntr
JAX (Door)	GTMO (Door)	General	Dry	40'	24	Cntr
JAX (Door)	GTMO (Door)	Chill/Frz	Reefer/ Cntrld Atm	40'	26	Cntr
JAX (Door)	GTMO (Door)	Chill/Frz	Reefer	20'	27	Cntr
JAX (Door)	GTMO (Door)	Chill/Frz	Reefer	40'	2	Cntr
Norfolk (Door)	GTMO (Door)	General	Dry	20'	6	Cntr
Norfolk (Door)	GTMO (Door)	General	Dry	40'	389	Cntr
Disney Group (Door)	GTMO (Door)	Chill/Frz	Reefer	20'	0	Cntr
Tampa, FL (Door)	GTMO (Door)	HAZMAT	Tank	20'	2	Cntr
Valdosta, Ga (Door)	GTMO (Door)	Chill/Frz	Reefer	40'	7	Cntr
Various (Door)	GTMO (Door)	General	Dry	20'	7	Cntr
Various (Door)	GTMO (Door)	General	Dry	40'	95	Cntr
GTMO (Door)	JAX (Pier)	General	Dry	40'	390	Cntr
GTMO (Door)	Norfolk (Door)	General	Dry	40'	117	Cntr
JAX (Pier)	GTMO (Pier)	General	BB		260	MT
JAX (pier)	GTMO (Pier)	Heavy Veh	BB		1800	MT
JAX (Pier)	GTMO (Pier)	Light Veh	BB		520	MT

**ATTACHMENT 1
Annual Cargo Tonnage Projection**

OCEAN

ORIGIN	DEST.	COMM.	CNTR TYPE	CNTR SIZE	VOL.	UNIT
GTMO (Pier)	JAX (Pier)	General	BB		130	MT
GTMO (Pier)	JAX (Pier)	Heavy Veh	BB		1800	MT
GTMO (Pier)	JAX (Pier)	Light Veh	BB		520	MT
Norfolk (Door)	GTMO (Pier)	General	BB		1000	MT
Norfolk (Door)	GTMO (Pier)	Light Veh	BB		1000	MT
GTMO (Pier)	Norfolk (Door)	General	BB		500	MT
Norfolk (Door)	GTMO (Door)	Chill/Frz	Reefer	20'	13	Cntr
Norfolk (Door)	GTMO (Door)	Chill/Frz	Reefer	40'	39	Cntr
Valdosta (Door)	GTMO (Door)	Chill/Frz	Reefer	20'	28	Cntr

ACCESSORIALS

Respos in GTMO	52	Each
Cargo Handling at JAX	19500	MT
Cargo Handling at GTMO	840	MT
POV Processing Fee at JAX	180	Each
POV Processing Fee at GTMO	180	Each
Flatrack Surcharge	52	Lump Sum
Controlled Atmosphere Surcharge	26	Lump Sum

Disney Group – This group shall include Taveras, Sanford, Plymouth, Oviedo, Orlando, Ocoee, Oakland, Mount Dora, Montverde, Maitland, Longwood, Lake Monroe, Lake Mary, Kissimmee, Killarney, Howey in the Hills, Gotha, Goldenrod, Clermont, Casselberry, Astatula, Apopka, Altamonte Springs, Zellwood, Yalaha, Winter Garden, WinterPark, Windermere, and Winter Springs, Florida.

Jacksonville Group – This group shall include the incorporated city limits, plus a 15-mile radius. NAS Jacksonville, DSO Jacksonville, and FISC Jacksonville are deemed to be in Jacksonville.

Norfolk Group – This group shall include Norfolk, Virginia Beach, Suffolk, Portsmouth, Newport News, Hampton, Chesapeake and Yorktown.

* This cargo volume is reflected in CARE as a bi-factor rate and will utilize the mileage rate table and the ocean rate from Jacksonville to GTMO.

ATTACHMENT 2

SEE ATTACHED DOCUMENT ON WEB NAMED "ATTACHMENT 2."

The following have been modified:

52.216-18 ORDERING. (OCT 1995)

ny supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from [17 April 2002 through 16 April 2005](#). (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

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

(End of clause)

The following have been deleted:

DELIVERY INFORMATION

INSPECTION/ACCEPTANCE TERMS

STATEMENT OF WORK

(End of Summary of Changes)