

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 143	
2. CONTRACT (Proc. Inst. Ident.) NO. DAMT01-03-D-0173		3. EFFECTIVE DATE 24 Jun 2003		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SEE SCHEDULE			
5. ISSUED BY CODE MILITARY TRAFFIC MANAGEMENT COMMAND MTAQ-T TERMINAL & TRANS. RELATED SVCS DI ALEXANDRIA VA 22332-5000		DAMT01		6. ADMINISTERED BY (If other than Item 5) See Item 5		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) TEXTAINER EQUIPMENT MANAGEMENT JOE DYMKOWSKI ONE UNIVERSITY PLAZA, SUITE 301 HACKENSACK NJ 07601				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days	
CODE 03KP9		FACILITY CODE		10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Section G	
11. SHIP TO/MARK FOR CODE See Schedule		CODE		12. PAYMENT WILL BE MADE BY DBOF DFAS-OM/FPB-MTMC PO BOX 7020 BELLEVUE NE 68005-1920		CODE 389900	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$2,038,500.00	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1 - 2	X	I	CONTRACT CLAUSES	121 - 126
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	3 - 71	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	72 - 99	X	J	LIST OF ATTACHMENTS	127 - 143
X	D	PACKAGING AND MARKING	100	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	101 - 103		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	104 - 111		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	112 - 113		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	114 - 120				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return _____ copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [X] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DAMT01-02-R-0028-0008 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER PATRICIA OBEY / CONTRACTING OFFICER TEL: 703-428-2199 EMAIL: obeyp@mtmc.army.mil			
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		20C. DATE SIGNED 26-Jun-2003	

Section A - Solicitation/Contract Form

EXECUTIVE SUMMARY**EXECUTIVE SUMMARY**

The Military Traffic Management Command (MTMC), a component of the United States Transportation Command (USTRANSCOM), is responsible for coordinating the lease of intermodal equipment needed to support peacetime and contingency operations on a global basis. MTMC assumed this leasing function from the Military Sealift Command (MSC) in October 1997 as a result of a Memorandum of Agreement that transferred MSC's liner operations and leasing function to MTMC.

STATEMENT OF NEED. This is MTMC's requirement for container program management to provide intermodal equipment leasing services, assured access capability; pre-positioned container pools, information technology, and related container support functions.

Questions concerning this Contract should be submitted to Ruby Mixon at mixonr@mtmc.army.mil or mail to Military Traffic Management Command, ATTN: MTAQ-T/Ms. Ruby Mixon, Hoffman Building II, Room 12S33, 200 Stovall Street, Alexandria, VA. 22332-5000.

PROPOSAL INCORPORATION

The following portions of the contractor's proposal (last dated 30 May 2003) is incorporated by referenced to be updated as stipulated within the Performance Work Statement or applicable clauses.

1. Subcontracting Plan
2. Transition of Operation Plan
3. Assured Access Plan

APPLICABLE DOCUMENTS

Waiver to Trade Agreement of 1979 dated October 24, 2002, is applicable.

DOCUMENTS POSTED SEPARATELY

The following documents are part of the contract but will be distributed as attachments. This document will be posted on the MTMC website <http://www.mtmc.army.mil> alone with the contract document.

1. Government Quality Assurance Plan
2. Section B.1, Exhibit 1 – Extended Pricing Matrix
3. Section B.1, Exhibit 2 – Tiered Location Rate Tables
4. Section B.1, Exhibit 3 – Zip Code Rate Tables

This page will be modified to reflect changes as they occur.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Transition of Operation FFP The contractor shall implement its 90-day transition plan as developed in accordance with the Performance Work Statement contained within. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)	3	Months	\$159,500.00	\$478,500.00
					MAX NET AMT
					\$478,500.00
ACRN AA Funded Amount					\$478,500.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Program Management & Transfer of Operations FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)			UNDEFINED	UNDEFINED
					MAX NET AMT
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AA	Program Management FFP The contractor shall provide program management support in accordance with the PWS contained within. See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)	12	Months	\$130,000.00	\$1,560,000.00

MAX NET AMT	\$1,560,000.00
----------------	----------------

ACRN AA Funded Amount	\$1,560,000.00
-----------------------	----------------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AB	End of Contract Transfer of Operations FFP The cost estimate for End of Contract Transfer of Operations shall be based upon an estimated 10,000 pieces of equipment on lease at time of transfer to successor. This estimate will form the basis for negotiating, with the PCO, the actual price for End of Contract Transfer of Operations in the year of occurrence. PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)	UNDEFINED	Lot	\$75,000.00	UNDEFINED

MAX NET AMT	UNDEFINED
----------------	-----------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	20ft Dry ISO Container FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)			UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AA	Daily Per Diem Lease Cost FFP See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$1.00	\$0.00
				MAX NET AMT	\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AB	Replacement Cost FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$2,200.00	\$0.00
				MAX NET AMT	\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AC	Depreciation Percentage Value 5% Annual FFP To Not Less Than \$1,320.00 PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	UNDEFINED	UNDEFINED
					UNDEFINED
					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	40ft Dry ISO Container FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)			UNDEFINED	UNDEFINED
					UNDEFINED
					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AA	Daily Per Diem Lease Cost FFP See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$1.45	\$0.00

MAX NET AMT \$0.00

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AB	Replacement Cost FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$3,500.00	\$0.00

MAX NET AMT \$0.00

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AC	Depreciation Percentage Value 5% Annual FFP To Not Less Than \$2,100.00 PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
----------------	-----------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	20ft Ammunition Grade Container FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)			UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
----------------	-----------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AA	Daily Per Diem Lease Cost FFP See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$1.15	\$0.00

MAX NET AMT	\$0.00
----------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AB	Replacement Cost FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$2,200.00	\$0.00

MAX NET AMT	\$0.00
----------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AC	Depreciation Percentage Value 5% Annual FFP To Not Less Than \$1,320.00 PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$0.00	\$0.00

MAX NET AMT	\$0.00
-------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	20ft Tank Container- Food Grade FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)			UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
-------------	-----------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AA	Daily Per Diem Lease Cost FFP See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$12.00	\$0.00

MAX NET AMT \$0.00

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AB	Replacement Cost FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$23,500.00	\$0.00

MAX NET AMT \$0.00

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AC	Depreciation Percentage Value 5% Annual FFP To Not Less Than \$14,100.00 PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$0.00	\$0.00

MAX NET AMT	\$0.00
-------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	20ft Tank Container- Fuel Grade FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)			UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
-------------	-----------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AA	Daily Per Diem Lease Cost FFP See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$12.00	\$0.00

MAX NET AMT \$0.00

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AB	Replacement Cost FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$23,500.00	\$0.00

MAX NET AMT \$0.00

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AC	Depreciation Percentage Value 5% Annual FFP To Not Less Than \$14,100.00 PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
-------------	-----------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	20ft Refrigerated Container FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)			UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
-------------	-----------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008AA	Daily Per Diem Lease Cost FFP See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$12.00	\$0.00

MAX NET AMT	\$0.00
----------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008AB	Replacement Cost FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$25,000.00	\$0.00

MAX NET AMT	\$0.00
----------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008AC	Depreciation Percentage Value 5% Annual FFP To Not Less Than \$15,000.00 PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
-------------	-----------

Funded Amount	\$0.00
FOB: Destination	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009	40ft Refrigerated Container FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)			UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
-------------	-----------

Funded Amount	\$0.00
FOB: Destination	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009AA	Daily Per Diem Lease Cost FFP See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$14.50	\$0.00

MAX NET AMT	\$0.00
----------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009AB	Replacement Cost FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$30,000.00	\$0.00

MAX NET AMT	\$0.00
----------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009AC	Depreciation Percentage Value 5% Annual FFP To Not Less Than \$18,000.00 PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$0.00	\$0.00

MAX NET AMT	\$0.00
-------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010	40ft High Cube Refrigerated Container FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)			UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
-------------	-----------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AA	Daily Per Diem Lease Cost FFP See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$19.25	\$0.00

MAX NET AMT \$0.00

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AB	Replacement Cost FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$35,000.00	\$0.00

MAX NET AMT \$0.00

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AC	Depreciation Percentage Value 5% Annual FFP To Not Less Than \$21,000.00 PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
----------------	-----------

Funded Amount	\$0.00
FOB: Destination	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011	20ft Open Top Container FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)			UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
----------------	-----------

Funded Amount	\$0.00
FOB: Destination	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011AA	Daily Per Diem Lease Cost FFP See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$2.25	\$0.00

MAX NET AMT	\$0.00
-------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011AB	Replacement Cost FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$3,500.00	\$0.00

MAX NET AMT	\$0.00
-------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011AC	Depreciation Percentage Value 5% Annual FFP To Not Less Than \$2,100.00 PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$0.00	\$0.00

MAX NET AMT	\$0.00
-------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012	40ft Open Top Container FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)			UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
-------------	-----------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012AA	Daily Per Diem Lease Cost FFP See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$3.50	\$0.00

MAX NET AMT	\$0.00
----------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012AB	Replacement Cost FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$5,900.00	\$0.00

MAX NET AMT	\$0.00
----------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012AC	Depreciation Percentage Value 5% Annual FFP To Not Less Than \$3,540.00 PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
-------------	-----------

Funded Amount	\$0.00
FOB: Destination	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013	20ft Flatrack Container FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)			UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
-------------	-----------

Funded Amount	\$0.00
FOB: Destination	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013AA	Daily Per Diem Lease Cost FFP See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$2.40	\$0.00

MAX NET AMT	\$0.00
----------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013AB	Replacement Cost FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$4,000.00	\$0.00

MAX NET AMT	\$0.00
----------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013AC	Depreciation Percentage Value 5% Annual FFP To Not Less Than \$2,400.00 PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
-------------	-----------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014	40ft Flatrack Container FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)			UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
-------------	-----------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014AA	Daily Per Diem Lease Cost FFP See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$3.75	\$0.00

MAX NET AMT	\$0.00
----------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014AB	Replacement Cost FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$7,000.00	\$0.00

MAX NET AMT	\$0.00
----------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014AC	Depreciation Percentage Value 5% FFP To Not Less Than \$4,200.00 PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
----------------	-----------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015	20ft Chassis FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)			UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
----------------	-----------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015AA	Daily Per Diem Lease Cost FFP See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$4.00	\$0.00

MAX NET AMT	\$0.00
----------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015AB	Replacement Cost FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$9,000.00	\$0.00

MAX NET AMT	\$0.00
----------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015AC	Depreciation Percentage Value 5% Annual FFP To Not Less Than \$5,400.00 PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
-------------	-----------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016	40ft Chassis FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)			UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
-------------	-----------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016AA	Daily Per Diem Lease Cost FFP See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$4.75	\$0.00

MAX NET AMT	\$0.00
----------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016AB	Replacement Cost FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$9,000.00	\$0.00

MAX NET AMT	\$0.00
----------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016AC	Depreciation Percentage Value FFP To Not Less Than \$5,400.00 PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
----------------	-----------

Funded Amount	\$0.00
FOB: Destination	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017	On-hire lift FFP An administrative charge that applies once at time of on- hire for all equipment types. See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$30.00	\$0.00

MAX NET AMT	\$0.00
----------------	--------

Funded Amount	\$0.00
FOB: Destination	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018	Off-hire lift FFP An administrative charge that applies once at time of off-hire for all equipment types. See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$25.00	\$0.00
					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019	CONUS Delivery & Redelivery FFP RDD is assumed to be 7 - 15 workdays from the date of the delivery order. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)			UNDEFINED	UNDEFINED
					UNDEFINED
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019AA		1	Each	UNDEFINED	UNDEFINED

Delivery & Redelivery Charges
FFP

This CLIN includes charges for both delivery and redelivery of equipment. Complete a Tiered Location and Zip Code Rate Table at Section B.1, Exhibit 2 and Exhibit 3. For pricing purposes, a delivery date of 7 - 15 workdays from the date of the delivery order is assumed.

PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)

MAX
NET AMT

UNDEFINED

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019AB			Lot	UNDEFINED	UNDEFINED

Expedited Delivery Surcharge Rate - 35%
FFP

The contractor shall include the percent increase (surcharge) that a customer would be required to pay if the equipment delivery RDD date or window is less than 7 workdays from the date of the delivery order.

PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)

MAX
NET AMT

UNDEFINED

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019AC			Lot	UNDEFINED	UNDEFINED

Delivery Discount Rate for Long Lead Time
 FFP
 Discount Rate is 5%

The contractor shall include the percent decrease (discount) that a customer would receive if the equipment delivery RDD date or window is more than 15 workdays from the date of the delivery order.
 PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)

MAX NET AMT	UNDEFINED
----------------	-----------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020				UNDEFINED	UNDEFINED

Chin Hae, Korea
 FFP
 OCONUS Delivery/Redelivery Charges.
 PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)

MAX NET AMT	UNDEFINED
----------------	-----------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020AA	Quantity Less Than or Equal to 50 FFP The contractor shall price equipment delivery/redeliver for 50 or less quantity. See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$147.00	\$0.00
					\$0.00
					MAX NET AMT
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020AB	Quantity Greater Than 50 FFP The contractor shall price equipment delivery/redeliver for a quantity greater than 50. See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$147.00	\$0.00
					\$0.00
					MAX NET AMT
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021	Okinawa, Japan FFP OCONUS Delivery/Redelivery Charges. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)			UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021AA	Quantity Less Than or Equal to 50 FFP The contractor shall price equipment delivery/redeliver for 50 or less quantity. See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$1,008.00	\$0.00
				MAX NET AMT	\$0.00
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021AB	Quantity Greater Than 50 FFP The contractor shall price equipment delivery/redeliver for a quantity greater than 50. See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$1,008.00	\$0.00
					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0022	Saudi Arabia (Zones 1 and 2) FFP OCONUS Delivery/Redelivery Charges. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)			UNDEFINED	UNDEFINED
					UNDEFINED
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0022AA	Zone 1: Quantity Less Than or Equal to 50 FFP The contractor shall price equipment delivery/redeliver for 50 or less quantity. Zone 1: Dammam, United Arab Emirate, Bahrain, Qatar and Mina Qaboos (includes the ports of Muscat and Muttrah) See Extended Pricing Matrix for prices for option and award term years.		Each	\$964.00	\$0.00

PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)

	MAX NET AMT	\$0.00
Funded Amount		\$0.00
FOB: Destination		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0022AB	Zone 1: Quantity Greater Than 50 FFP The contractor shall price equipment delivery/redeliver for a quantity greater than 50.		Each	\$964.00	\$0.00
	Zone 1: Dammam, United Arab Emirate, Bahrain, Qatar and Mina Qaboos (includes the ports of Muscat and Muttrah)				
	See Extended Pricing Matrix for prices for option and award term years.				

PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)

				MAX NET AMT	\$0.00
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0022AC	Zone 2: Quantity Less Than or Equal to 50 FFP The contractor shall price equipment delivery/redeliver for 50 or less quantity.		Each	\$1,421.00	\$0.00
	Zone 2: Oman (South of Mina Qaboos) and People's Republic of Yemen.				
	See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)				

				MAX NET AMT	\$0.00
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0022AD	Zone 2: Quantity Greater Than 50 FFP The contractor shall price equipment delivery/redeliver for a quantity greater than 50. Zone 2: Oman (South of Mina Qaboos) and People's Republic of Yemen. See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)		Each	\$1,421.00	\$0.00
				MAX NET AMT	\$0.00
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0023	Kuwait FFP OCONUS Delivery/Redelivery Charges. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)			UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0023AA	Quantity Less Than or Equal to 50 FFP The contractor shall price equipment delivery/redeliver for 50 or less quantity. See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$981.00	\$0.00
					\$0.00
					MAX NET AMT
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0023AB	Quantity Greater Than 50 FFP The contractor shall price equipment delivery/redeliver for a quantity greater than 50. See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$981.00	\$0.00
					\$0.00
					MAX NET AMT
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0024	Oahu, Hawaii FFP OCONUS Delivery/Redelivery Charges. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)			UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
----------------	-----------

Funded Amount	\$0.00
FOB: Destination	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0024AA	Quantity Less Than or Equal to 50 FFP The contractor shall price equipment delivery/redeliver for 50 or less quantity. See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$873.00	\$0.00

MAX NET AMT	\$0.00
----------------	--------

Funded Amount	\$0.00
FOB: Destination	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0024AB	Quantity Greater Than 50 FFP The contractor shall price equipment delivery/redeliver for a quantity greater than 50. See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)		Each	\$873.00	\$0.00
					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0025	Germany (City Groups 1 - 5) FFP OCONUS Delivery/Redelivery Charges. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)			UNDEFINED	UNDEFINED
					UNDEFINED
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0025AA			Each	\$317.00	\$0.00

City Group 1: Quantity Less Than or Equal to 50
 FFP
 The contractor shall price equipment delivery/redeliver for 50 or less quantity.

City Group 1 - Giessen Group: Includes the cities of Butzbach, Giessen, Kirchgoens.

See Extended Pricing Matrix for prices for option and award term years.
 PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)

MAX NET AMT	\$0.00
----------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0025AB			Each	\$317.00	\$0.00

City Group 1: Quantity Greater Than 50
 FFP
 The contractor shall price equipment delivery/redeliver for a quantity greater than 50.

City Group 1 - Giessen Group: Includes the cities of Butzbach, Giessen, Kirchgoens.

See Extended Pricing Matrix for prices for option and award term years.
 PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)

MAX NET AMT	\$0.00
----------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0025AC			Each	\$287.00	\$0.00

City Group 2: Quantity less than or equal to 50
 FFP
 The contractor shall price equipment delivery/redeliver for 50 or less quantity.

City Group 2 - Kaiserlautern Group. Bruchmuelbach Miesau, Dannenfels, Einsiedlerhof, Eselsfuert, Kaffertal, Kaiserlautern, Kindsbach, Landstuhl, Landstuhl Kirchberg, Miesau, Nonweiler, Perl, Ramstein, Ramstein Flugplatz, Sembach, Straelen, Vogelweh.

See Extended Pricing Matrix for prices for option and award term years.
 PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)

MAX NET AMT	\$0.00
-------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0025AD			Each	\$287.00	\$0.00

City Group 2: Quantity Greater Than 50
 FFP
 The contractor shall price equipment delivery/redeliver for a quantity greater than 50.

City Group 2 - Kaiserlautern Group. Bruchmuelbach Miesau, Dannenfels, Einsiedlerhof, Eselsfuert, Kaffertal, Kaiserlautern, Kindsbach, Landstuhl, Landstuhl Kirchberg, Miesau, Nonweiler, Perl, Ramstein, Ramstein Flugplatz, Sembach, Straelen, Vogelweh.

See Extended Pricing Matrix for prices for option and award term years.
 PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)

MAX NET AMT	\$0.00
-------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0025AE			Each	\$246.00	\$0.00
	City Group 3: Quantity Less Than or Equal to 50 FFP The contractor shall price equipment delivery/redeliver for 50 or less quantity.				
	City Group 3 - Karlsruhe Group: Geinsheim, Germersheim, Hasloch, Karlsruhe.				
	See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)				

	MAX NET AMT	\$0.00
--	----------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0025AF			Each	\$246.00	\$0.00
	City Group 3: Quantity Greater Than 50 FFP The contractor shall price equipment delivery/redeliver for a quantity greater than 50.				
	City Group 3 - Karlsruhe Group: Geinsheim, Germersheim, Hasloch, Karlsruhe.				
	See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)				

	MAX NET AMT	\$0.00
--	----------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0025AG			Each	\$246.00	\$0.00

City Group 4: Quantity Less Than or Equal to 50
FFP

The contractor shall price equipment delivery/redeliver for 50 or less quantity.

City Group 4 - Mannheim Group: Bensheim, Friedrichsfeld, Giebelstadt, Gruenstadt, Heidelberg, Heppenheim, Herongen, Kaefertal, Kirsheim Bolanden, Ludwigshafen, Manheim Kaefertal, Mannheim, Mannheim Feudenheim, Mannheim Friedrichsfeld, Mannheim Kaefertal, Mannheim Karthal, Mannheim Sandhof, Mannheim Seckenheim, Neckarhausen Edingen, Sandhofen, Schwetzingen, Seckenheim, Spinelli Barracks, Worms.

See Extended Pricing Matrix for prices for option and award term years.
PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)

MAX NET AMT	\$0.00
----------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0025AH			Each	\$246.00	\$0.00

City Group 4: Quantity Greater Than 50
FFP

The contractor shall price equipment delivery/redeliver for a quantity greater than 50.

City Group 4 - Mannheim Group: Bensheim, Friedrichsfeld, Giebelstadt, Gruenstadt, Heidelberg, Heppenheim, Herongen, Kaefertal, Kirscheim Bolanden, Ludwigshafen, Manheim Kaefertal, Mannheim, Mannheim Feudenheim, Mannheim Friedrichsfeld, Mannheim Kaefertal, Mannheim Karthal, Mannheim Sandhof, Mannheim Seckenheim, Neckarhausen Edingen, Sandhofen, Schwetzingen, Seckenheim, Spinelli Barracks, Worms.

See Extended Pricing Matrix for prices for option and award term years.
PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)

MAX NET AMT	\$0.00
----------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0025AJ			Each	\$284.00	\$0.00

City Group 5: Quantity Less Than or Equal to 50
FFP

The contractor shall price equipment delivery/redeliver for 50 or less quantity.

City Group 5 - Pirmasens Group. Muenchweiler, Pirmasens, Weilerbach, Zweibruecken.

See Extended Pricing Matrix for prices for option and award term years.
PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)

MAX NET AMT	\$0.00
----------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0025AK	City Group 5: Quantity Greater Than 50 FFP The contractor shall price equipment delivery/redeliver for a quantity greater than 50.		Each	\$284.00	\$0.00
	City Group 5 - Pirmasens Group. Muenchweiler, Pirmasens, Weilerbach, Zweibruecken				
	See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)				
				MAX NET AMT	\$0.00
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0026	Assured Access FFP Only the Procuring Contracting Officer can issue orders from this CLIN. Reference Sections C.7.4 and H.10 PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)			UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0026AA	Blue Grass Army Depot, Kentucky FFP		Each	\$797.00	\$0.00
	Rates are all inclusive:one-time charge per 20' ammunition grade container by depot location. Per diem shall be in accordance with CLIN 0005.				
	See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)				
				MAX NET AMT	\$0.00
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0026AB	Crane Army Ammunition Activity, Indiana FFP		Each	\$855.00	\$0.00
	Rates are all inclusive:one-time charge per 20' ammunition grade container by depot location. Per diem shall be in accordance with CLIN 0005.				
	See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)				
				MAX NET AMT	\$0.00
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0026AC	McAlister Army Ammunition Plant, Oklahoma FFP		Each	\$1,405.00	\$0.00
	Rates are all inclusive:one- time charge per 20' ammunition grade container by depot location. Per diem shall be in accordance with CLIN 0005.				
	See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)				
				MAX NET AMT	\$0.00
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0026AD	Tooele Army Depot, Utah FFP		Each	\$2,376.00	\$0.00
	Rates are all inclusive:one time charge per 20' ammunition grade container by depot location. Per diem shall be in accordance with CLIN 0005.				
	See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)				
				MAX NET AMT	\$0.00
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0026AE			Each	\$1,188.00	\$0.00

Anniston Army Depot, Alabama
FFP

Rates are all inclusive:one- time charge per 20' ammunition container by depot location. Per diem shall be in accordance with CLIN 0005.

See Extended Pricing Matrix for prices for option and award term years.
PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)

MAX NET AMT	\$0.00
----------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0026AF			Each	\$1,736.00	\$0.00

Hawthorne Army Depot, Nevada
FFP

Rates are all inclusive:one time charge per 20' ammunition grade container by depot location. Per diem shall be in accordance with CLIN 0005.

See Extended Pricing Matrix for prices for option and award term years.
PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)

MAX NET AMT	\$0.00
----------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0026AG	Letterkenny Munitions Center, Pennsylvania FFP		Each	\$595.00	\$0.00
	Rates are all inclusive:one- time charge per 20' ammunition grade container by depot location. Per diem shall be in accordance with CLIN 0005.				
	See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)				
				MAX NET AMT	\$0.00
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0026AH	Red River Munitions Center, Texas FFP		Each	\$1,223.00	\$0.00
	Rates are all inclusive:one- time charge per 20' ammunition grade container by depot location. Per diem shall be in accordance with CLIN 0005.				
	See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)				
				MAX NET AMT	\$0.00
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0026AJ	Iowa Army Ammunition Center, Iowa FFP		Each	\$1,196.00	\$0.00
Rates are all inclusive:one time charge per 20' ammunition grade container by depot location. Per diem shall be in accordance with CLIN 0005.					
See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)					

MAX NET AMT	\$0.00
----------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0026AK	Milan Army Ammunition Plant, Tennessee FFP		Each	\$844.00	\$0.00
Rates are all inclusive:one time charge per 20' ammunition grade container by depot location. Per diem shall be in accordance with CLIN 0005.					
See Extended Pricing Matrix for prices for option and award term years. PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)					

MAX NET AMT	\$0.00
----------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0027	Leased Prepositioned Container Pool FFP The contractor shall manage and maintain leased prepositioned containers in accordance with the PWS contained herein. PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)		Each	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0027AA	Daily Per Diem Lease Cost - 20 ft FFP 20 ft Dry ISO Container. See Extended Rate Table Exhibit B.1.1 for prices for option and award term years PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)		Each	\$0.90	\$0.00
				MAX NET AMT	\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0027AB	Daily Per Diem Lease Cost - 20 ft FFP 20 ft Ammo Grade Container. See Extended Rate Table Exhibit B.1.1 for prices for option and award term years PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)		Each	\$1.15	\$0.00

MAX NET AMT	\$0.00
-------------	--------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0028	CLIN Not Used FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)	1	Each	UNDEFINED	UNDEFINED

MAX NET AMT	UNDEFINED
-------------	-----------

Funded Amount	\$0.00
---------------	--------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0029 OPTION	Option Year 1 FFP	12	Months	UNDEFINED	UNDEFINED

This CLIN when executed will extend the period of performance by one year for CLINs 0002 through 0028 and 0034 through 0035. CLINS ordered during this option year will begin with 1. For example CLIN 0002 will become CLIN 1002. Please refer to Section B and Section B Exhibits for pricing data for all option years.

PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)

MAX
NET AMT

UNDEFINED

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0030 OPTION	Option Year 2 FFP	12	Months	UNDEFINED	UNDEFINED

This CLIN when executed will extend the period of performance by one year for CLINs 0002 through 0028 and 0034 through 0035. CLINS ordered during this option year will begin with 2. For example CLIN 0002 will become CLIN 2002. Please refer to Section B and Section B Exhibits for pricing data for all option years.

PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)

MAX
NET AMT

UNDEFINED

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0031 OPTION	Option Year 3 FFP This CLIN when executed will extend the period of performance by one year for CLINs 0002 through 0028 and 0034 through 0035. CLINS ordered during this option year will begin with 3. For example CLIN 0002 will become CLIN 3002. Please refer to Section B and Section B Exhibits for pricing data for all option years. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)	12	Months	UNDEFINED	UNDEFINED

MAX
NET AMT

UNDEFINED

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0032 OPTION	Option Year 4 FFP This CLIN when executed will extend the period of performance by one year for CLINs 0002 through 0028 and 0034 through 0035. CLIN ordered during this option year will begin with 4. For example CLIN 0002 will become CLIN 4002. Please refer to Section B and Section B Exhibits for pricing data for all option years. PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)	12	Months	UNDEFINED	UNDEFINED

MAX
NET AMT

UNDEFINED

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0033		60	Months	UNDEFINED	UNDEFINED

Award Term Year
FFP

This CLIN will be executed to extend the contract's performance period by one year upon verification that the contractor is still in compliance with the Award Term Plan and the following conditions are satisfied:

- 1) Funding is available to fully fund CLIN 0002AA (Program Management).
- 2) The need for the services outlined in the PWS still exist.
- 3) Price reasonableness can be established at least 12 months prior to the commencement of the award term scheduled for execution.
- 4) The contract's "core" period of performance (base plus all options) has been completed.

This CLIN when executed will extend the period of performance by one year for CLINs 0002 through 0028 and 0034 through 0035. CLINs ordered during this Award Term year will begin at 5 and increase by one thereafter. For example CLIN 0002 will become CLIN 5002. This CLIN can be executed up to 5 times. Please refer to Section B and Section B Exhibits for pricing data for all Award Term years.

PURCHASE REQUEST NUMBER: MTOP-JE1164(Container)

MAX
NET AMT

UNDEFINED

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0034		1	Each	UNDEFINED	UNDEFINED

Other Direct Costs (ODCs)
FFP

ODCs are additional services or parts/products related to the individual lease that are within the scope of the contract and not separately priced. ODCs shall be negotiated prior to execution of the delivery order based on specific services or spare parts kits ordered.

PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)

MAX
NET AMT

UNDEFINED

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0035	Drop Frame Tank Container Chassis FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)			UNDEFINED	UNDEFINED
					UNDEFINED
					MAX NET AMT
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0035AA	Daily Per Diem Lease Cost FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)		Each	\$8.00	\$0.00
					MAX NET AMT
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0035AB	Replacement Cost FFP PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)		Each	\$15,000.00	\$0.00

MAX NET AMT \$0.00

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0035AC	Depreciation Percentage Value 5% Annual FFP To Not Less Than \$9,000.00 PURCHASE REQUEST NUMBER: MTOP-JE1164(CONTAINER)		Each	UNDEFINED	UNDEFINED

MAX NET AMT UNDEFINED

Funded Amount \$0.00

FOB: Destination

SECTION B.1

SECTION B.1

SCHEDULE OF SERVICES

B.1.1 **PERIOD OF PERFORMANCE.** The term of this contract shall be for a 12-month base period and four, 12-month option year periods. The contractor has the potential to earn up to five additional twelve-month award-term years in accordance with the Container Management Award Term Plan at Section J, Attachment J-1 of this solicitation. The period of performance is as follows:

Base Year	24 September 2002 to 23 September 2003
Option Year 1	24 September 2003 to 23 September 2004
Option Year 2	24 September 2004 to 23 September 2005
Option Year 3	24 September 2005 to 23 September 2006
Option Year 4	24 September 2006 to 23 September 2007

Award Term Year 1	24 September 2007 to 23 September 2008
Award Term Year 2	24 September 2008 to 23 September 2009
Award Term Year 3	24 September 2009 to 23 September 2010
Award Term Year 4	24 September 2010 to 23 September 2011
Award Term Year 5	24 September 2011 to 23 September 2012

B.1.2 GENERAL APPLICATION.

B.1.2.1 All rates included herein are stated in U.S dollar and cents.

B.1.2.2 Offerors shall submit a price for each priced contract line item number (CLIN) and subline item number (SLIN) identified in the schedule for the base period, and each option and award term year period using the Extended Pricing Matrix at Section B, Exhibit 1.

B.1.2.3 The first number of the CLIN and SLIN represents the applicable period of performance.

- a. Base Period: 0
- b. Option Year 1: 1
- c. Option Year 2: 2
- d. Option Year 3: 3
- e. Option Year 4: 4
- f. Award Term Year 1: 5
- g. Award Term Year 2: 6
- h. Award Term Year 3: 7
- i. Award Term Year 4: 8
- j. Award Term Year 5: 9

B.1.3 CLIN APPLICATION.

B.1.3.1 Transition of Operation. CLIN 0001 represents the initial 90-day transition phase following contract award. The fixed price shall include all direct and indirect costs, overhead, general and administrative expenses required to implement its proposed transition plan. This CLIN does not apply during the option or award term years.

B.1.3.2 Program Management and Transfer of Operations. CLIN 0002 represents Program Management and Transfer of Operations.

a. SLIN 0002AA is Program Management and applies to the base year period and each 12-month period of performance exercised by the Government. The fixed price shall include all direct and indirect costs, overhead, general and administrative expenses required to support all requirements of the PWS.

b. SLIN 0002AB is the End of Contract Transfer of Operations and is stated as a cost estimate. The cost estimate for End of Contract Transfer of Operations shall be based upon an estimated 10,000 pieces of equipment on lease at time of transition. This estimate will form the basis for negotiating, with the Procuring Contracting Officer (PCO), the actual price for End of Contract Transfer of Operations in the year of occurrence.

B.1.3.3 Intermodal Equipment Types. CLINS 0003 to 0016 and 0035 identifies the various types of intermodal equipment that may be leased under this contract.

a. Daily Per Diem Lease Cost. SLIN AA identifies the contractor's daily leasing per diem charge based on type of equipment ordered. Daily per diem charges apply per unit and shall commence on the calendar date in which the Government accepts the equipment. Per Diem charges shall cease in accordance with paragraph C.7.2.8(e) of the PWS.

b. Replacement Costs and Depreciation Percentage Value. SLINS AB and AC are used as the basis for determining the replacement costs in accordance with paragraph C.7.2.10 of the PWS.

- (1) SLIN AB is the contractor's replacement cost for a new container or chassis.
- (2) SLIN AC is stated as a percentage and identifies the yearly percentage rate of depreciation.

B.1.3.4 On-Hire Lift. CLIN 0017 is the on-hire lift charge. On-hire lift is an administrative charge that applies once at the time of lease execution for all equipment types.

B.1.3.5 Off-Hire Lift. CLIN 0018 is the off-hire lift charge. Off-hire lift is an administrative charge that applies once at the time of redelivery for all equipment types.

B.1.3.6 CONUS Delivery and Redelivery. CLIN 0019 is the CONUS delivery and redelivery transportation charges. For pricing purposes the RDD standard is assumed to be 7-15 working days from the date of the Delivery Order (DO).

a. Tiered Location Rate Table. The Tiered Location Rate Table for delivery and redelivery charges for locations identified in Section B.1, Exhibit 2. Charges apply per all equipment types based on quantity and actual delivery or redelivery location. The Tiered Location Rate Table at Section B.1, Exhibit 2 shall be filled out in its entirety. If charges vary by equipment type, the contractor shall complete a table for each type and label accordingly.

(1) Delivery rate is determined based on the quantity and location(s) where the contractor will deliver the equipment.

(2) Redelivery rate is determined based on the quantity and location(s) where the contractor will pick up the equipment.

b. Zip Code Rate Table. The Zip Code Rate Table for delivery and redelivery charges for all CONUS locations not identified in the Tiered Location Rate Table. Charges apply per all equipment types based on actual delivery or redelivery location. The Zip Code Rate Table at Section B.1, Exhibit 3 shall be filled out in its entirety. If charges vary by equipment type, the contractor shall complete a table for each type and label accordingly.

(1) Delivery rate is determined based on the location(s) where the contractor will deliver the equipment.

(2) Redelivery rate is determined based on the location(s) where the contractor will pick up the equipment.

c. Expedited Delivery Surcharge Rate. SLIN 0019AB is stated as a surcharge percentage for expedited delivery. This surcharge shall apply when the RDD is less than 7 working days from the date of the DO. This percentage is in addition to SLIN 0019AA based on the tiered location or zip code delivery rate as applicable. The Expedited Delivery Surcharge shall not apply when the contractor arranges for an early delivery to accommodate the contractor's schedule.

d. Delivery Discount Rate. SLIN 0019AC is stated as a discount percentage and applies when the RDD is more than 15 working days from the date of DO. The contractor shall deduct the percentage based on the applicable tiered location or zip code rate in SLIN 0019AA.

e. The Tiered Location Rate and Zip Code Rate Tables escalation percentages for Option Years 1 through 4 and Award Term Years 1 through 5 shall be stated as a percentage that applies to the base year rate. The simple escalation rate shall be used.

B.1.3.7 OCONUS Delivery and Redelivery Charges. CLINS 0020 through 0025 are the OCONUS delivery and redelivery locations. Rate applies to delivery or redelivery location within the country as specified below.

a. CLIN 0020. Chin Hae, Korea. Charges Apply per all equipment types delivered or redelivered in Chin Hae, Korea.

(1) SLIN 0020AA. Is the cost per equipment type to deliver or redelivery a quantity less than or equal to 50.

(2) SLIN 0020AB. Is the cost per equipment type to deliver or redeliver a quantity greater than 50.

b. CLIN 0021. Okinawa, Japan. Charges apply per all equipment types delivered or redelivered in Okinawa, Japan.

(1) SLIN 0021AA. Is the cost per equipment type to deliver or redelivery a quantity less than or equal to 50.

(2) SLIN 0021AB. Is the cost per equipment type to deliver or redeliver a quantity greater than 50.

c. CLIN 0022. Saudi Arabia. Saudi Arabia is subdivided into two (2) regions as identified below. Charges apply per all equipment types delivered or redelivered within the specified Saudi Arabia zone.

(1) SLIN 0022AA. Zone 1. Dammam, United Arab Emirate, Bahrain, Qatar and Mina Qaboos (includes the ports of Muscat and Muttrah). SLIN 0022AA is the cost per equipment type to deliver or redeliver a quantity less than or equal to 50 to Zone 1.

(2) SLIN 0022AB. Zone 1. Dammam, United Arab Emirate, Bahrain, Qatar and Mina Qaboos (includes the ports of Muscat and Muttrah). SLIN 0022AB is the cost per equipment type to deliver or redeliver a quantity of greater than 50 to Zone 1.

(3) SLIN 0022AC. Zone 2. Oman (south of Mina Qaboos) and People's Republic of Yemen. SLIN 0022AC is the cost per equipment type to deliver or redeliver a quantity less than or equal to 50 to Zone 2.

(4) SLIN 0022AD. Zone 2. Oman (south of Mina Qaboos) and People's Republic of Yemen. SLIN 0022AC is the cost per equipment type to deliver or redeliver a quantity greater than 50 to Zone 2.

d. CLIN 0023. Kuwait. Charges apply per all equipment types delivered or redelivered in Kuwait.

(1) SLIN 0023AA. Is the cost per equipment type to deliver or redeliver a quantity less than or equal to 50.

(2) SLIN 0023AB. Is the cost per equipment type to deliver or redeliver a quantity greater than 50.

e. CLIN 0024. Oahu, Hawaii. Charges apply per all equipment types delivered or redelivered in Oahu, Hawaii.

(1) SLIN 0024AA. Is the cost per equipment type to deliver or redeliver a quantity less than or equal to 50.

(2) SLIN 0024AB. Is the cost per equipment type to deliver or redeliver a quantity greater than 50.

f. CLIN 0025. Germany. Germany is subdivided into five (5) City Groups as identified below. Charges apply per all equipment types delivered or redelivered within the specified Germany City Group.

(1) SLIN 0025AA. City Group 1 – Giessen Group. Includes the cities of: Butzbach, Giessen, Kirchgoens. SLIN 0025AA is the cost per equipment type to deliver or redeliver a quantity less than or equal to 50 to City Group 1.

(2) SLIN 0025AB. City Group 1 – Giessen Group. Includes the cities of: Butzbach, Giessen, Kirchgoens. SLIN 0025AA is the cost per equipment type to deliver or redeliver a quantity greater than 50 to City Group 1.

(3) SLIN 0025AC. City Group 2 – Kaiserlautern Group. Bruchmuelbach Miesau, Dannenfels, Einsiedlerhof, Eselsfuert, Kaffertal, Kaiserlautern, Kindsbach, Landstuhl, Landstuhl Kirchberg, Miesau, Nonweiler, Perl, Ramstein, Ramstein Flugplatz, Sembach, Straelen, Vogelweh. SLIN 0025AC is the cost per equipment type to deliver or redeliver a quantity less than or equal to 50 to City Group 2.

(4) SLIN 0025AD. City Group 2 – Kaiserlautern Group. Bruchmuelbach Miesau, Dannenfels, Einsiedlerhof, Eselsfuert, Kaffertal, Kaiserlautern, Kindsbach, Landstuhl, Landstuhl Kirchberg, Miesau, Nonweiler, Perl, Ramstein, Ramstein Flugplatz, Sembach, Straelen, Vogelweh. SLIN 0025AC is the cost per equipment type to deliver or redeliver a quantity greater than 50 to City Group 2.

(5) SLIN 0025AE. City Group 3 – Karlsruhe Group: Geinsheim, Germersheim, Hasloch, Karlsruhe. SLIN 0025AE is the cost per equipment type to deliver or redeliver a quantity less than or equal to 50 to City Group 3.

(6) SLIN 0025AF. City Group 3 – Karlsruhe Group: Geinsheim, Germersheim, Hasloch, Karlsruhe. SLIN 0025AF is the cost per equipment type to deliver or redeliver a quantity greater than 50 to City Group 3.

(7) SLIN 0025AG. City Group 4 – Mannheim Group: Bensheim, Friedrichsfeld, Giebelstadt, Gruenstadt, Heidelberg, Heppenheim, Herongen, Kaefertal, Kirscheim Bolanden, Ludwigshafen, Manheim Kaefertal, Mannheim, Mannheim Feudenheim, Mannheim Friedrichsfeld, Mannheim Kaefertal, Mannheim Karthal, Mannheim Sandhof, Mannheim Seckenheim, Neckarhausen Edingen, Sandhofen, Schwetzingen, Seckenheim, Spinelli Barracks, Worms. SLIN 0025AG is the cost per equipment type to deliver or redeliver a quantity less than or equal to 50 to City Group 4.

(8) SLIN 0025AH. City Group 4 – Mannheim Group: Bensheim, Friedrichsfeld, Giebelstadt, Gruenstadt, Heidelberg, Heppenheim, Herongen, Kaefertal, Kirscheim Bolanden, Ludwigshafen, Manheim Kaefertal, Mannheim, Mannheim Feudenheim, Mannheim Friedrichsfeld, Mannheim Kaefertal, Mannheim Karthal, Mannheim Sandhof, Mannheim Seckenheim, Neckarhausen Edingen, Sandhofen, Schwetzingen, Seckenheim, Spinelli Barracks, Worms. SLIN 0025AH is the cost per equipment type to deliver or redeliver a quantity greater than 50 to City Group 4.

(9) SLIN 0025AJ. City Group 5 – Pirmasens Group. Muenchweiler, Pirmasens, Weilerbach, Zweibruecken. SLIN 0025AJ is the cost per equipment type to deliver or redeliver a quantity less than or equal to 50 to City Group 5.

(10). SLIN 0025AK. City Group 5 – Pirmasens Group. Muenchweiler, Pirmasens, Weilerbach, Zweibruecken. SLIN 0025AK is the cost per equipment type to deliver or redeliver a quantity greater than 50 to City Group 5.

B.1.3.8 Assured Access. CLIN 0026 is Assured Access in accordance with terms and conditions of Section C.7.4 and Section H. Assured Access provisions shall be used to support global contingency operations where a volume of more than 1000 20-foot ammunition grade containers are required per week. Under these conditions, the contractor shall meet maximum weekly objective [or the objective proposed beyond the maximum weekly objective] and minimum/maximum daily requirements identified in Section C, Exhibit C for weeks one (1) through 16. The maximum weekly objective [or the objective proposed beyond the maximum weekly objective]

requirement is the maximum quantity that may be ordered in any given week. The minimum and maximum daily quantity is the number of containers to be delivered per day.

(a) SLINS 0026AA through 0026AK are stated as an all inclusive unit price by depot location. The unit price shall include delivery and additional resources to meet the requirement. The unit price is a one-time charge and applies per container by depot location.

(b) Daily per diem charge shall be in accordance with CLIN 0005 for SLINS 0026AA through 0026AK.

B.1.3.9 Prepositioned Leased Container Pools. CLIN 0027 is leased prepositioned container pool for 20-foot ammunition grade and dry containers in accordance with Section C.7.3.

a. Dry Containers. SLIN 0027AA is the daily per diem rate to lease 20-foot dry containers for prepositioned container pools. The daily per diem rates are all inclusive, except delivery and redelivery charges. Delivery charges for prepositioned container pools shall be determined using the Tiered Location or Zip Code Rate Tables, or OCONUS delivery CLINS as applicable.

b. Ammunition Grade Containers. SLIN 0027AB is the daily per diem rate to lease 20-foot ammunition grade containers for prepositioned container pools. The daily per diem rates are all inclusive, except delivery and redelivery charges. Delivery charges for prepositioned container pools shall be determined using the Tiered Location or Zip Code Rate Tables, or OCONUS delivery CLINS as applicable.

B.1.3.10 Travel. CLIN 0028 is the transportation travel CLIN. This CLIN is used when the contractor is required to attend meetings, conferences, and workshops in support of the PWS requirements. For cost estimation purposes, travel will be to Fort Eustis, Virginia and will consist of no more than two (2) persons for two (2) days based on an estimated four trips during the base year and two trips during the option and award term years when exercised by the Government. Rates and travel costs shall not exceed those rates established in effect at the time of travel for both per diem and travel expenses. Travel reimbursement shall be in accordance with the Federal Acquisition Regulations, Section 31.205-46. Offerors shall estimate a not-to-exceed per unit cost.

B.1.3.11 Option Year 1. CLIN 0029, when executed, extends the period of performance by one year for CLINS 0002 through 0028 and 0034 through 0035. CLINS ordered during this option year will begin with 1. CLIN 0002 will become CLIN 1002.

B.1.3.12 Option Year 2. CLIN 0030, when executed, extends the period of performance by one year for CLINS 0002 through 0028 and 0034 through 0035. CLINS ordered during this option year will begin with 2. CLIN 0002 will become CLIN 2002.

B.1.3.13 Option Year 3. CLIN 0031 when executed extends the period of performance by one year for CLINS 0002 through 0028 and 0034 through 0035. CLINS ordered during this option year will begin with 3. CLIN 0002 will become CLIN 3002.

B.1.3.14 Option Year 4. CLIN 0032 when executed extends the period of performance by one year for CLINS 0002 through 0028 and 0034 through 0035. CLINS ordered during this option year will begin with 4. CLIN 0002 will become CLIN 4002.

B.1.3.15 Award Term Year. CLIN 0033 will be executed to extend the contract performance period by one year based upon award term years earned and upon verification that the contractor is still in compliance with the Award Term Plan and the following conditions are satisfied. Prices submitted for Award Term Years are stated as a "Not to Exceed" ceiling price and will be re-determined in accordance with the Sections H.8 "Award Term Plan" and H.9 "Price Re-Determination for Award Term Years".

a. Funding is available to fully fund CLIN 0002, Program Management and CLIN 0028, Travel for one additional year.

b. The need for the services outlined in the PWS still exist.

c. Price reasonableness can be established at least 12 months prior to the commencement of the award term scheduled for execution.

This CLIN, when executed, will extend the period of performance by one year for CLINS 0002 through 0028 and 0034 through 0035. CLINS ordered during this Award Term year will begin at 5 (CLIN 0002 will become 5002) and increase by one each year thereafter for each year an award term has been executed. This CLIN can be executed up to 5 times.

B.1.3.16 Other Direct Costs (ODCs). CLIN 0034 applies to ODCs. ODCs are additional services or parts/products related to the individual lease that are within the scope of the contract and not separately priced. ODCs, with the exception of damage resolution, shall be negotiated prior to execution of the DO. These may include, but are not limited to the following:

- a. Refrigerated container pre-use preparation and maintenance.
- b. Spare parts kits, to include repair manual.
- c. Generator sets.
- d. Handling charge to return unused spare parts kits.
- e. Damage resolution.

ODCs not listed herein shall be submitted to the Procuring Contract Office (PCO) for approval. The PCO is the only agency authorized to make changes to the contract.

SECTION B.2

B.2.1 TYPE OF CONTRACT

This is a Fixed-Price Award Term Incentive Indefinite Quantity contract using FAR 16.404 as guidance and FAR 16.504. Individual Delivery Orders for leases will be issued on a Fixed-Price basis in accordance with FAR 16.201.

B.2.2 AWARD OF CLINS

CLIN 0001 will be awarded at time of contract award for the base year only.

CLIN 0002AA will be awarded at time of contract award for the base year and at the time of each subsequent option year or award term year exercised or executed there after.

CLIN 0002AB will be awarded only once at time of need during the life of the contract as a modification during the applicable contract year.

B.2.3 CONTRACT MINIMUM AND MAXIMUM QUANTITIES

Pursuant to Clause 52.216-22, entitled "Indefinite Quantity", the contract Minimum Value for this effort will be established annually at \$500,00.00 per year (base year and each option year/award term year exercised or executed). The Maximum Value is \$82,000,000.00 for the base year and 4 one-year options.

The potential exists for the maximum value to increase up to 186,202,000.00 as a result of the award term incentive.

B.2.4 AWARD TERM INCENTIVE

In an effort to streamline the container management program processes, incentivize contract performance, and capitalize on the benefits derived from a prolonged business arrangement with one source, award term incentive have been included in this requirement. The Government will award one contract to the successful source that submits a proposal that is most advantageous to the Government. The Award Term Plan formulated to monitor and document the contractor's performance will provide the Government with validated documentation to support continuation of the contractual relationship or re-solicit the effort as warranted. This approach will encourage continued improvement in the contractor's performance. If the Government is not satisfied with the contractor's performance or proposed total life cycle cost prior to exercising any options or award term year extensions, the contract will end in accordance with the Award Term Clause in Section H.8.

Award Term years will be executed consecutively in accordance with the Award Term Plan after the completion of all options.

B.2.4 ORDERING OFFICE

Only agencies that request and receive written approval from the Procuring Contracting Office, at Block 7 of Standard Form 26, are authorized to issue orders under this contract.

MTMC Procuring Contracting Officer will provide the contractor with a list of authorized agencies. This list will be adjusted as needed to allow for additions and deletions. The contractor will be responsible for issuing user names and passwords for its Information Management System (IMS) to authorized agencies, and for safeguarding access to its IMS. The authorized agencies will be responsible for ensuring that only authorized personnel place Delivery Orders for them under the contract.

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT**TABLE OF CONTENTS**

SECTION	PARAGRAPH
GENERAL	C.1
SCOPE OF WORK	C.2
MANAGEMENT	C.3
PERFORMANCE REQUIREMENTS	C.4
QUALITY CONTROL	C.5
QUALITY ASSURANCE	C.6
CONTRACTOR DUTIES	C.7
CUSTOMER SERVICE SUPPORT	C.7.1
LEASING OPERATIONS	C.7.2
PREPOSITIONED LEASED CONTAINER POOLS	C.7.3
ASSURED ACCESS	C.7.4
REINSPECTION DECALS	C.7.5
LEASE VERSUS PURCHASE ANALYSIS	C.7.6
INFORMATION MANAGEMENT SYSTEM (IMS)	C.7.7
TRANSITION OF OPERATIONS	C.7.8
TRAVEL	C.8
REFERENCES	C.9
CONTRACTOR PAYMENT	C.10
DELIVERY ORDERS	C.11
SECURITY	C.12
DEFINITIONS, ABBREVIATIONS AND ACRONYMS	EXHIBIT A
PREPOSITIONED LEASED CONTAINER POOL REQUIREMENTS	EXHIBIT B
ASSURED ACCESS	EXHIBIT C

IMS - DATA FIELDS

EXHIBIT D

C.1 GENERAL.

- C.1.1 The Military Traffic Management Command (MTMC) has a requirement for program management, intermodal equipment leasing services, leased prepositioned container pools, information technology; and related container support functions to meet the Government missions and exercises on a global basis.
- C.1.2 MTMC and its industry partners have streamlined the acquisition process through use of performance-based contracting for its intermodal equipment program requirements. The performance-based approach structures all aspects of the acquisition around the purpose of the work to be performed as opposed to the manner in which the work is to be performed.
- C.1.3 This Performance Work Statement (PWS) was developed through use of an Integrated Process Team (IPT) consisting of Government and industry representatives. The IPT jointly developed the PWS and performance objectives, measures and standards.
- C.1.4 The length of this contract shall be a one-year base period and four, twelve-month option periods. The contractor has the potential to earn up to five additional twelve-month award-term years in accordance with the Award Term Plan at Section J, Attachment 1 to this Solicitation.
- C.1.5 Definitions, Abbreviations, and Acronyms. See Exhibit A of the PWS.

C.2 SCOPE OF WORK.

- C.2.1 The contractor shall be responsible for performing program management and intermodal equipment-leasing services for peacetime, contingency, disaster, and humanitarian operations on a worldwide basis. The general scope of work is as follows:
- (a) Provide program management.
 - (b) Receive and process requests to lease intermodal equipment.
 - (c) Execute leases and deliver/redeliver equipment.
 - (d) Monitor leases.
 - (e) Develop and maintain an Internet-based information management database that supports program management functions, leasing operations, prepositioned pools and provides management and performance report query capability.
 - (f) Establish and maintain prepositioned leased container pools.
 - (g) Provide inspection decals to Government activities for DOD-owned containers.
 - (h) Provide assured access.

C.3 MANAGEMENT.

- C.3.1 The contractor shall furnish all management, labor, tools, equipment, supplies, materials and others services necessary to perform the requirements in this PWS.
- C.3.2 The contractor shall provide a Project Manager, exclusively dedicated to this contract, as the contractor's central point of contact concerning contract work performance, who shall be available during the working hours of 7:30 am to 5:00 p.m. Eastern Time, Monday through Friday, excluding Federal Holidays. The project manager shall have a designated alternate. The Project Manager or the designated alternate shall be accessible for periods other than specified working hours upon request by the Procuring Contracting Officer (PCO) or his/her designated representative. Advance written notification is required prior to any Project Manager or alternate change or substitution. The Project Manager and his/her designated alternate shall be fully empowered to implement the contract requirements.
- C.3.3 The contractor shall manage in a cost-effective manner, in accordance with its established quality control program, the total work effort associated with the required services. Management duties shall include, but are not limited to; planning, scheduling, awarding and monitoring subcontracts, cost estimating preparation and documentation, establishing and maintaining records, quality control, contract administration, and logistical support. The contractor shall be the technical point of contact for container related and leasing issues. This may include, but not be limited to: responding to inquiries, answering questions, drafting written response, attending meetings, conferences and workshops, performing purchase versus lease cost analysis.
- C.3.4 Whenever changes occur to the approved Subcontracting Plan, the contractor shall submit a copy to the PCO for review and approval within five days of changes.
- C.4 PERFORMANCE REQUIREMENTS.**
- C.4.1 Performance requirements are described as performance objectives, measures and standards in the following manner.
- (a) Performance Objective. A statement of the outcome or results.
 - (b) Performance Measure. The critical characteristics of the objective that will be monitored by the Government.
 - (c) Performance Standard. The targeted level or range of levels of performance for each performance measure, relating to the Acceptable Quality Level (AQL) for the objective.
- C.4.2 The Government will evaluate specified performance Measures and Standards on a per container basis.
- C.4.3 Not every performance objective in this contract has a related performance measure or standard. However, every performance objective is a contractual requirement. For those performance objectives that do not specify a measure or standard the measures and standards are in accordance with standard commercial practices.
- C.5 QUALITY CONTROL.**
- C.5.1 The contractor shall establish and maintain a Quality Control Plan (QCP). The QCP shall cover as a minimum how the Contractor intends to meet the requirements of all performance objectives, monitor and proactively manage contract requirements, and the means by which the Government will be notified of performance-related incidents that are likely to affect quality of service.

- C.5.2 The contractor shall provide a copy of its QCP to the Contracting Officer within 60 calendar days from the date of contract award. The contractor shall notify the Contracting Officer within ten (10) calendar days of any revisions to its QCP.
- C.6 QUALITY ASSURANCE.**
- C.6.1 The Government Performance Monitors and Contracting Officer Representative (COR) will monitor and evaluate contractor performance to ensure compliance with contract terms and conditions in accordance with the Quality Assurance Surveillance Plan at Section J, Attachment 8 to this Solicitation.
- C.6.1.1 The contractor shall, as consideration for late delivery and noncompliance, be assessed a one-time monetary deduction in the amount of \$50.00 per asset when the following Performance Objectives have not been met subject to the terms identified below.
- (a) Performance Objectives Number 5 and 11. The deduction shall apply on the fifth workday following the established required delivery date (RDD) or the last day of the RDD window for each asset that has not been delivered or is not compliant with applicable standards.
- C.6.2 The contractor shall meet quarterly with the COR and Contracting Officer during the first year of contract performance. Thereafter, meetings will be held bi-annually unless performance warrants scheduling a meeting sooner.
- C.7 CONTRACTOR DUTIES.**
- C.7.1 CUSTOMER SERVICE SUPPORT.**
- C.7.1.1 The contractor shall provide global customer service and interface with DOD and non-DOD agencies on matters and inquiries relating to requirements identified herein.
- C.7.1.2 Contractor personnel shall be available to provide customer service support, at a minimum, between the hours of 7:30 am and 5:00 p.m, Eastern Time, Monday through Friday, excluding Federal Holidays. Inquiries received after business hours will be responded to the next business day.
- C.7.2 LEASING OPERATIONS.**
- C.7.2.1 Request Acceptance.**
- (a) **Performance Objective No. 1:** The contractor shall accept all requests, from authorized requestors, to lease equipment using various means of communications.
- (1). A sample of the current Intermodal Equipment Request Checklist is provided at Section J, Attachment 7 to this Solicitation.
- (2) The contractor shall refer unauthorized requestors to the Procuring Contracting Officer to obtain ordering agency approval.
- C.7.2.2 Response To Requests.**
- (a) **Performance Objective No. 2:** The contractor shall respond to all requests not later than the close of the next business day. Response will include a list of deficiencies in the request, or a cost estimate for the lease.
- C.7.2.3 Prepare Cost Estimate.**

(a) **Performance Objective No. 3:** The contractor shall prepare a cost estimate and assign a unique lease requirement number. As a minimum the estimate will include cost for: lease per diem, delivery, other direct costs, estimated damages at redelivery, redelivery and lease extension options. Cost estimate shall be valid for 30 calendar days from date cost estimate is made available to the person who initiated the request.

C.7.2.4 Execute Lease.

(a) **Performance Objective No. 4:** The contractor shall execute all funded leases and confirm all Delivery Order (DO) details with the requestor in accordance with paragraph C.11 of the PWS. The lease shall allow for early turn-in without penalty.

(1) The contractor shall provide to the COR the lease requirement number for all executed leases.

C.7.2.5 Deliver Leased Assets.

C.7.2.5.1 The DO shall specify either FOB destination delivery, whereas the contractor shall deliver equipment to the location stipulated by the Government, or FOB origin delivery, where the Government or its representative shall pick up equipment from the contractor's depot.

C.7.2.5.2 For FOB destination deliveries, the contractor and requestor shall mutually agree to the RDD. When the quantity of assets ordered exceeds the consignee's maximum daily receiving capability, a RDD window shall be established.

(a) **Performance Objective No. 5:** The contractor shall deliver leased assets in accordance with the RDD specified in the DO.

(1) Performance Measure No. 1: RDD met

(2) Performance Standard No. 1: 95%

(3) Performance Measure No. 2: Remaining five (5) percent delivered within two (2) working days.

(4) Performance Standard No. 2: 100%

(b) **Performance Objective No. 6:** The contractor shall monitor delivery of equipment and advise the consignee(s) and COR of any unforeseen delays or inability to meet the RDD.

(c) **Performance Objective No. 7:** The contractor shall schedule all deliveries with the consignee(s) at least two (2) working days prior to actual delivery of equipment.

(d) **Performance Objective No. 8:** The contractor shall not deliver equipment on the same day as notification, unless approved by the consignee.

(e) **Performance Objective No. 9:** The contractor shall deliver all equipment within the consignee's normal business hours unless the consignee agrees to other arrangements.

(f) **Performance Objective No. 10:** The contractor shall notify the COR of all consignee approved changes to the established RDD.

C.7.2.6 Container Standards.

(a) **Performance Objective No. 11:** The contractor shall provide International Organization for Standardization (ISO) standard containers that are clean, dry, empty, odor free and suitable for protecting cargo from damage based on the type of equipment ordered. Non-ammunition use containers shall also be compliant with the latest edition of Institute of International Container Lessors (IICL), LTD., as referenced in paragraph C.9 of this PWS. Ammunition use containers shall also be

compliant with Title 49 of the Code of Federal Regulation (CFR 49) and the International Maritime Dangerous Goods (IMDG) Code standards for hazardous explosive cargo.

(1) Performance Measure No. 1: Ordered assets are compliant with applicable standards upon initial government acceptance inspection.

(2) Performance Standard No 1: 98%

(3) Performance Measure No. 2: Within two (2) working days after initial inspection, all non-compliant assets shall be compliant with applicable standards upon final government inspection.

(4) Performance Standard No. 2: 100%

(b) Containers shall be International Convention for Safe Containers (CSC) approved or enrolled in the Approved Continuous Examination Program (ACEP). When delivered, the container must have at least one year remaining on its plate or bear an ACEP sticker.

(c) Refrigerated containers shall be thoroughly inspected to ensure they will perform as required.

(1) **Performance Objective No. 12:** A pre-trip structural and operating inspection shall be done.

(2) **Performance Objective No. 13:** The contractor shall provide a Ryan type recorder or equivalent that is capable of continuous measurement of internal temperature within three (3) degrees Fahrenheit of the in transit temperature specified for controlled atmosphere and straight chill, and five (5) degrees Fahrenheit for frozen.

(3) **Performance Objective No. 14:** The contractor shall deliver all refrigerated containers in a pre-chilled condition unless otherwise specified by the requestor.

(d) The contractor shall not be reimbursed for costs associated with delivery of non-compliant equipment.

C.7.2.7 **Monitor Lease Term.**

(a) **Performance Objective No. 15:** The contractor shall notify the requestor 60 calendar days prior to the expiration of the DO. If no response is received from the requestor, the contractor shall re-notify them again at 30 calendar days prior to lease expiration.

(b) Notification shall request intentions on whether to closeout lease or change the terms of the lease. If the requestor changes the terms of the lease, the contractor shall respond as though it were a new lease request in accordance with paragraph C.7.2.2 of this PWS.

C.7.2.8 **Redeliver Equipment.**

(a) **Performance Objective No 16:** The contractor shall pick up equipment identified for redelivery, in accordance with the DO, within five (5) working days following notification, or as mutually agreed. When the quantity of assets to be redelivered exceeds the installation's maximum daily uploading capability, a redelivery window shall be established.

(1) Performance Measure: Picked up within five (5) working days after notification, or as mutually agreed.

(2) Performance Standard: 95%

(b) **Performance Objective No. 17:** The contractor shall monitor redelivery of equipment and advise the consignee of inability to meet the redelivery date(s).

- (c) **Performance Objective No. 18:** The contractor shall schedule all redeliveries with the consignee at least two (2) working days prior to actual redelivery date, unless approved by the consignee.
- (d) **Performance Objective No. 19:** The contractor shall pick up all equipment within the consignee's normal business hours unless the consignee agrees to other arrangements.
- (e) If the contractor fails to pick up equipment at the location(s) specified in the DO within five (5) working days, or as mutually agreed after notification, per diem charges shall cease on the next calendar day.
- (f) If the redelivery location has changed from that originally specified in the DO, the contractor shall provide a new redelivery cost estimate to the requestor in accordance with paragraph C.7.2.2 of this PWS.
- (g) If mutually agreed upon by the Government and the contractor, the Government may provide storage space for the contractor's equipment within the installation at no cost to the contractor/subcontractor and no liability to the Government.
- (h) The contractor shall document and notify the requestor and COR when equipment identified for redelivery cannot be picked up through no fault of the contractors. The contractor shall be compensated for attempted redelivery costs in accordance with Section B, Exhibit B, State Transportation Rate Table or Contract Line Item Numbers 0020 through 0025.

C.7.2.9 **Reconcile Damages.**

- (a) **Performance Objective No. 20:** The contractor shall document and compare repair-worthy damage at time of off-hire to on-hire condition of equipment. The contractor shall submit electronic damage claims to include: on-hire and off-hire condition documentation to the requestor within 21 calendar days. The Government will notify the contractor of the status of the invoice within five (5) workdays of receipt of the damage report.
- (b) Repairs made by the contractor [that exceed the approved amount] prior to final claim settlement shall be at the risk of the contractor.
- (c) The Government will not reimburse the contractor for repair costs when there is no documentation identifying the condition of the equipment at the time of on-hire.
- (d) The Government will not be responsible for normal wear and tear or non-conforming repairs.
- (e) The Government will only reimburse the contractor for the portion of the damage costs that exceed \$150.00 and only for damages sustained while in possession of and under lease to the Government.
- (f) The Government will not reimburse the contractor for tank and refrigerated container cleaning, unless approved by the requestor. Tank and refrigerated container cleaning is considered a part of damage resolution.

C.7.2.10 **Equipment Replacement Costs.**

- (a) **Performance Objective No. 21:** The contractor shall be responsible for calculating replacement costs for equipment lost, stolen, damaged beyond economical repair (dollar value of repairs exceeds depreciated value of the asset), or when operationally impossible to return.
- (b) The Government will reimburse the contractor replacement costs based on the depreciated value of the asset. The replacement price offered in Section B shall reflect the price of a new container or

chassis. The replacement cost shall be subject to depreciation based on a 12-year life, the age of the asset, and at the yearly depreciation rate percentage offered in Section B.

(c) The contractor shall provide evidence of the age of the asset upon request from the requestor. The Government will establish an age for the asset if the Contractor fails to provide evidence.

(d) The contractor shall transfer the title of the asset(s) to the Government upon proper payment of the container replacement costs.

C.7.3 **PREPOSITIONED LEASED CONTAINER POOLS.**

C.7.3.1 The Government may establish prepositioned container pools at CONUS or OCONUS Military Installations to meet initial surge requirements for contingencies. When ordered, the contractor shall stock such prepositioned pools with leased containers and manage. Requirements of paragraph C.7.2, Leasing Operations, of this PWS shall apply, except as otherwise noted herein. Prepositioned pool containers may be used to support peacetime movements. The installation will coordinate the use of prepositioned pool containers with the contractor. See Exhibit B of the PWS for the most likely prepositioned locations.

(a) **Performance Objective No 22:** The contractor shall establish prepositioned leased container pools based on a mutually agreed delivery schedule.

- (1) Performance Measure No. 1: Delivery schedule met.
- (2) Performance Standard No. 1: 95%
- (3) Performance Measure No. 2: Remaining five (5) percent delivered within two (2) working days.
- (4) Performance Standard No. 2: 100%

(b) **Performance Objective No 23:** The contractor shall deliver containers that are compliant with applicable standards.

- (1) Performance Measure No.1: Ordered assets are compliant with applicable standard upon initial government acceptance inspection.
- (2) Performance Standard No. 1: 98%
- (3) Performance Measure No. 2: Within two (2) working days after initial inspection, all non-compliant assets shall be compliant with applicable standards upon final government inspection.
- (4) Performance Standard No. 2: 100%

(c) **Performance Objective No. 24:** Deleted.

(d) **Performance Objective No. 25:** The contractor shall commence replacement of withdrawn prepositioned leased assets used for peacetime operations with compliant equipment within five (5) working days and be completed based on the consignee's maximum receiving capability.

- (1) Performance Measure: Withdrawn containers are replaced with compliant equipment within specified timeframe.
- (2) Performance Standard: 100%

(e) The contractor shall maintain an accurate inventory record of the pool.

(f) The requestor is responsible for delivery and redelivery charges in accordance with the Delivery Order.

(g) The Government is responsible for maintaining the container in the materiel condition it was received.

C.7.4 **ASSURED ACCESS (SECTION H – ASSURED ACCESS).**

C.7.4.1 Assured Access provisions shall be used to support global contingency operations where a volume of more than 1000 20-foot ammunition grade containers are required per week. The Government's maximum weekly objective equates to approximately 62,000 containers and our desired maximum weekly objective equates to approximately 90,000 containers. Under these conditions, the contractor shall meet the maximum weekly objective [or the objective proposed beyond the maximum weekly objective] requirement and minimum/maximum daily requirements identified in Exhibit C to this PWS for weeks one (1) through 16. The maximum weekly objective [or the objective proposed beyond the maximum weekly objective] requirement is the maximum quantity that may be ordered in any given week. The minimum and maximum daily quantity is the number of containers to be delivered per day to any one location. These provisions do not apply to peacetime container requirements. The contractor shall continue to support peacetime requirements in accordance with the terms and conditions of the PWS during contingency operations. Requirements of paragraph C.7.2, Leasing Operations, of this PWS shall apply to Assured Access, except as otherwise noted herein. Specific quantities and destinations will be identified on each individual DO.

(a) **Performance Objective No. 26:** The contractor shall review and correct any weaknesses identified by the Government in the contractor's proposed Assured Access Plan, and submit their revised Plan within 30 calendar days of contract award in accordance with Element Line Item Number (ELIN) A001. The plan shall include as a minimum, a commitment to meet Assured Access requirements, approach to transition and to integrate contingency requirements into its business execution and planning processes, and approach to meet maximum weekly requirement and minimum/maximum daily quantities for each depot specified in Exhibit C of the PWS. The plan shall outline resources required to meet daily delivery requirements for seven (7) calendar days during weeks one (1) through 16.

(b) **Performance Objective No. 27:** The contractor shall prepare and provide a cost estimate to the Procuring Contracting Officer within six (6) business hours of receiving a request for assured access.

- (1) Performance Measure: Cost estimate prepared and provided within three (3) business hours.
- (2) Performance Standard: 100%

(c) **Performance Objective No. 28:** The contractor shall commence on-site delivery of ammunition grade containers at daily rate specified in the DO for each location within three (3) calendar days of Contracting Officer request.

- (1) Performance Measure No. 1: Required daily rate for each location met.
- (2) Performance Standard No. 1: 98%
- (3) Performance Measure No. 2: Remaining two (2) percent delivered within two (2) calendar days.
- (4) Performance Standard No. 2: 100%

(d) **Performance Objective No. 29:** The contractor shall deliver containers that are compliant with ammunition grade standards.

- (1) Performance Measure No. 1: Containers are compliant with ammunition grade standards upon initial Government acceptance inspection.
- (2) Performance Standard No.1: 98%
- (3) Performance Measure No. 2: Within two (2) working days after inspection, all non-compliant assets shall be compliant with ammunition standards upon final government inspection.
- (4) Performance Standard No. 2: 100%

(e) **Performance Objective No. 30:** The contractor shall provide the COR with a status report each calendar day prior to close of business. The receiving locations will provide the contractor with the total number of compliant containers delivered on a per day basis.

- (1) Performance Measure: Daily status report provided to the COR.
- (2) Performance Standard: 100%

(f) **Performance Objective No. 31:** The contractor shall expect and be prepared to participate in unannounced tests of its Assured Access Plan. Within 15 calendar days of the completion of the test, the contractor shall prepare an after action report with lessons learned and make revisions to the Assured Access Plan.

- (1) Performance Measure: Implemented Assured Access Plan was adequate to ensure ordered daily quantities were delivered to specified locations.
- (2) Performance Standard: 98% of compliant containers were delivered as specified.

C.7.5 REINSPECTION DECALS.

(a) **Performance Objective No. 32:** The contractor shall issue and provide via regular mail or by expedited means DD Forms 2282, Reinspection Decals, for DOD-owned containers, within one (1) working day of receiving a request from a DOD activity. This administrative container support function is required to ensure mandatory compliance with military, federal and International Convention for Safe Containers (CSC) inspection requirements. The contractor shall maintain a record of all decals issued. As a minimum, the record shall identify the date of request, quantity requested, and address of the requesting activity.

- (1) The Government will provide approximately 40,000 on-hand DD Forms 2282 as Government Furnished Material (GFM).
- (2) The contractor shall allow for a seven (7) month lead-time in requesting for new decals. Decals are ordered in batches of 20,000.

C.7.6 LEASE VERSUS PURCHASE COST ANALYSIS.

(a) **Performance Objective No. 33:** The contractor shall conduct a lease versus purchase cost analysis within three (3) working days of request. For cost estimation purposes assume 10 lease versus purchase cost analysis per year. The analysis shall be based on specific requirements identified by the requestor and be used to determine whether it is in the Government's best interest to lease or purchase equipment. The lease analysis shall itemize and total projected costs for per diem based on term of lease, on-hire, delivery, off-hire, redelivery and damages. The purchase cost analysis shall itemize the estimated cost to manufacture new or purchase used equipment, as applicable, timeline to deliver, and life cycle maintenance and repair charges. It shall include pricing from three sources, one of which for new or used equipment shall be the Defense Supply Center, Philadelphia, General and Industrial Directorate, 700 Robbins Avenue, Philadelphia, Pennsylvania 19111-5082, (215) 737-3965 and one of which may be from the contractor itself.

C.7.7 INFORMATION MANAGEMENT SYSTEM (IMS).

C.7.7.1 General.

- C.7.7.1.1 The contractor shall provide an Internet-based Information Management System (IMS) and develop a database to capture and display information generated from the program management, leasing operations, repositioned leased container pools, assured access and container support-related

requirements identified herein. The IMS shall serve as the primary means for conducting leasing operations and capturing performance information under this contract.

- C.7.7.1.2 In addition to the above requirements, the IMS will serve as the central repository of information for all DOD-owned and leased ISO equipment acquired through any source. The objective of this requirement is to provide Internet access to, allow the ability to enter/update information and to make ad hoc queries on available data. The IMS will contain information that will be used to assist ports and installations in determining identity of the container owner or lessee. The IMS shall contain data fields that can be used by container owners or lessees to manage and maintain current inventory information.
- C.7.7.1.3 The IMS database shall provide data element query and print capability for management, performance and ad-hoc reports. The ad-hoc query engine shall access all data elements and permit tiered sorting on all data elements selected for a report. The system shall be capable of accommodating no less than 200 users simultaneously.
- C.7.7.1.4 The IMS requires DOD Information Technology Security Certification and Accreditation Program (DITSCAP) certification and accreditation. This process shall commence at time of contract award. A full DITSCAP Accreditation Approval to Operate or an Interim Approval to Operate (IATO) must be received prior to implementation of the operational IMS. If full DITSCAP approval is not received within the 90-day transition phase, the contractor shall obtain an IATO through MTMC prior to completion of the transition phase. Full DITSCAP Accreditation and Approval shall be acquired within 180 calendar days from the date the IATO is issued. A secure interface between the hosting site and DOD users is required. All data shall be encrypted. Final determination of the encryption mechanism is dependent on the development of the interface. The host site must have a fixed Internet protocol address that will uniquely identify the source of the data.
- C.7.7.1.5 The contractor shall be responsible for implementing and correcting security vulnerabilities based on the industry standards for the platform being used (i.e Windows, Internet Information Servers, LINUX and UNIX). The use of software containing ActiveX controls violates DOD security policies and is expressly prohibited.
- C.7.7.1.6 The server side shall require a digital certificate. DOD Public Key Infrastructure certificates for web servers can be requested from the Army Network System and Operations Center in Fort Huachuca, Arizona.
- C.7.7.2 **Automated Access.**
- (a) **Performance Objective No. 34:** The contractor shall provide real-time access to data via the Internet using commercial Internet browser software. The access shall support both Microsoft Internet Explorer version number 5.5 or later, and Netscape Communicator version 4.78 or later browser software.
- (1) Performance Measure: 24-hour availability, seven (7) days a week, worldwide, and backed up every 24 hours.
- (2) Performance Standard: 97% uptime, 24-hour window for data integrity.
- (b) **Performance Objective No. 35:** The contractor shall develop instructions for user interface for ordering procedures, report queries, data updates, etc.
- C.7.7.3 **Develop Database.**
- (a) **Performance Objective No. 36:** The contractor shall develop and maintain accessibility to an Information Management Database, which addresses the following requirements.

(1) Program Management and Lease Information. The IMS shall contain program management and leasing information pertaining to work performed by the contractor. Requestors will use the IMS as the principal means for conducting leasing transactions and have access to requestor-unique information. MTMC shall have read-only access to all information under the scope of the contract. The Military Services' shall have read-only access to service unique information, by customer and cumulatively for all the service's requestors.

(2) DOD ISO Container Registry Information. The IMS shall contain a master listing of all DOD-owned ISO intermodal containers. This data shall be used to support MTMC directed DOD inventories, generate ISO numbers with check-digits in accordance with ISO for newly procured equipment and serve as a tool for DOD-owners to manage equipment and track movement. Capability shall exist that allows DOD container-owners to update information to reflect current status of their equipment. MTMC will have access to all data to include the ability to reconcile ownership disputes. DOD-owners shall have access to owner-unique information. The Military Services' shall have access to service unique information. The contractor shall be provided an electronic copy of the current DOD ISO Container Registry within ten (10) calendar days after contract award.

(3) Active Master Lease Agreement (MLA) Information. The IMS shall contain information pertaining to active leases acquired under previous MTMC Master Lease Agreement. MTMC shall provide the contractor with an electronic data file needed to meet this requirement in accordance with the Transition Plan timeline submitted by the contractor. MTMC will update this information and have access to all MLA data. The contractor shall be provided an electronic copy of the current MLA data files within ten (10) calendar days after contract award.

(4) Non-MTMC Leased Intermodal Equipment Information. The IMS shall contain information pertaining to equipment leased by DOD through sources other than this contract. DOD lessees will enter and update leased data, manually or by import, and have access to lessee specific information. MTMC and military services shall have read-only access to all of this information.

(5) The contractor shall control access to the database by assigning user names and passwords. MTMC will specify other users who may have read-access, ad-hoc query and print capability to any or all of this information. Requests for user name and password shall be directed to the MTMC COR for review and access approval.

C.7.7.4 **Data Elements.**

(a) **Performance Objective No. 37:** The IMS database shall include data elements needed to capture requirements identified herein and to self-document contract performance objective measures and standards. See Exhibit D to the PWS for minimum data field requirements.

C.7.7.5 **Insertion Technology.**

(a) **Performance Objective No. 38:** The contractor shall ensure the technology employed in the IMS is sufficiently up-to-date to avoid obsolescence and associated sustainment problems, withstand system upgrades, accommodate future growth potential to take advantage of greater efficiencies, lower costs, and other benefits provided by newer technology.

C.7.8 **Transition of Operations.**

C.7.8.1 The contractor shall ensure the continuity of service while implementing its Transition Plan for all affected activities to preclude any adverse impact on the mission. The contractor shall review and correct any weaknesses identified by the Government in the contractor's proposed Transition Plan, and submit their revised Transition Plan within five (5) working days after contract award in accordance

with ELIN A002. The contractor will coordinate the development of the final IMS business requirements with the Government.

(a) **Performance Objective No. 39:** The contractor shall implement and complete the transition phase within 90 days after contract award.

(b) Transition Plan shall include database development and implementation (including testing and demonstration) timelines. The Program Management and Lease data portion shall be completed and implemented within the Transition Phase. The remaining data portions shall be completed and implemented based on the following priority: (1) DOD ISO Container Registry (2) Active Master Lease Agreement (MLA), and (3) Non-MTMC Leased Intermodal Equipment in accordance with the Transition Plan milestones. The Transition Plan shall include actions and milestones for key events.

(c) The contractor's Transition Plan shall include a detailed description of, as a minimum, the following elements.

- (1) Ability to accept lease requests and execute leases.
- (2) Development and completion of database.
- (3) Milestone schedules.
- (4) Contractor contact information.
- (5) Instructions for user interface for conducting lease transactions, data search, and ad-hoc report generation and performance monitoring capability using the described IMS.
- (6) Administration and management of security measures for the IMS.
- (7) End of Contract Transition to include: transition of existing leases to a successor contractor, transition of database to the Government, transfer of other data pertaining to active leases, and reconciliation of outstanding debts

C.7.8.2 The contractor shall maintain a cooperative work environment with other Government contractors and personnel so as not to cause interference, disagreement or delays to work to be performed. The contractor shall be responsible for adapting schedules and performance to accommodate additional support work. Conflicts shall be brought to the attention of the Contracting Officer.

C.8 TRAVEL. The contractor shall attend meetings, conferences, and workshops in support of the PWS requirements. Rates and travel costs shall not exceed those rates established and in effect at the time of travel for both per diem and travel expenses. Travel reimbursement shall be in accordance with the Federal Acquisition Regulation, Section 31.205-46. For cost estimation purposes, travel will be to Fort Eustis, Virginia and will consist of no more than two (2) persons for two (2) days.

C.9 REFERENCES.

C.9.1 The latest edition, in affect during the life of the contract, of the following shall apply:

C.9.1.1 Institute of International Container Lessors, Ltd. (IICL)

- (1) Guide for Container Equipment Inspection.
- (2) IICL Repair Manual for Steel Freight Containers.
- (3) IICL Guide for Container Chassis Inspection and all supplements and technical bulletins pertaining thereto.
- (4) IICL General Guide for Refrigerated Container Inspection and Repair.

C.9.1.2 Title 49, Code of Federal Regulations (CFR 49).

C.9.1.2.1 CFR 49, Parts 450-453

C.9.1.2.2 CFR 49, Parts 100-177, Part 176, Subpart G, Paragraph 176.172

C.9.1.3 International Maritime Dangerous Goods (IMDG) Code.

C.9.1.4 International Organization of Standardization.

C.10 CONTRACTOR PAYMENT.

C.10.1 The contractor shall utilize U.S. Bank's PowerTrack system for billing and payment processing at all locations that are PowerTrack capable. The contractor will be paid using one of two methods as specified in each individual DO. Authorized agents of this contract will designate method of payment upon issuing the first order. This payment method will be maintained for each subsequent order thereafter unless the payment method is being changed to PowerTrack.

C.10.2 PowerTrack.

C.10.2.1 The contractor shall bill only in accordance with the prices stated in Part I, Section B "Schedule of Services", with applicable Exhibits, and only for services rendered. The contractor shall bill the Government using the US Bank's PowerTrack service after equipment has been delivered and accepted. USTRANSCOM, on behalf of DOD, has issued rules for payment procedures under the US Bank's PowerTrack service.

C.10.2.2 PowerTrack is US Bank's automated on-line payment processing and transaction tracking service that supports logistical transactions. You can obtain more information on PowerTrack by accessing US Bank's Website at <http://www.usbank.com/powertrack>. You can arrange for PowerTrack capability by contacting US Bank at 1-800-419-1844. The following PowerTrack primary functions will be applicable to this action:

(a) Electronic Data Transmission

(b) Payment Approval Process

(c) Electronic Payment and Billing

(d) Communication for Dispute Resolution

(e) Customized Data Analysis

C.10.2.3 The contractor shall contact U.S. Bank to sign and execute an agreement if none exist. The contractor shall be charged a fee in accordance with the agreement with U.S. Bank. The contractor shall also arrange for system set-up, training and project management and implementation.

C.10.2.4 The contractor shall not bill nor will the Government pay for the cost of transportation, per diem, etc. of equipment that is not delivered at the specified destination or compliant with the standards outlined in this PWS.

C.10.2.5 The method used by the contractor to pay its subcontractors is a matter within the discretion of the contractor.

C.10.3 Government-wide Commercial Purchase Card.

- C.10.3.1 The contractor shall bill only in accordance with the prices stated in Part I, Section B "Schedule of Services", with applicable Exhibits, and only for services rendered. The contractor shall not invoice until after equipment have been delivered and accepted by the Government at the locations designated in each individual DO.
- C.10.3.2 The contractor shall ensure that all of the information listed at Section G.5 is contained on invoices submitted.
- C.10.3.3 The contractor shall not bill nor will the Government pay for the cost of transportation, per diem, etc. of equipment that is not delivered at the specified destination or compliant with the standards outlined in this PWS.
- C.10.4 Invoice Adjustment. The contract invoice will be adjusted in an amount equal to the deduction for consideration of non-delivered and non-compliant assets in accordance with paragraph C.6.1.1 of the PWS. The adjustment will occur on the invoice immediately following the Contract Discrepancy Report and will be credited to the requestor who's DO it applies.
- C.11 DELIVERY ORDERS (DO)**
- C.11.1 DOs placed by web or facsimile must contain the information listed below. The contractor shall provide confirmation of the order on a DD Form 1155 or similar format to the requestor using the media available to the requestor. The contractor shall sign orders received by facsimile.
- (a) Contract Number
 - (b) DO Number
 - (c) Requirement Number
 - (d) Date of DO
 - (e) Contract Line Item Numbers and Subline Item Numbers with quantities and unit prices
 - (f) Destination(s)
 - (g) Date(s) of Delivery
 - (h) Completion Date (term of lease)
 - (i) Contract Price
 - (j) Method of payment
- C.11.2 The contractor shall begin performance immediately upon placement of web order or faxed order that is within the scope of the contract. The contractor shall provide for coordination, review, acceptance, assignment, control and status reporting of all DO issued under this contract. The contracting point of contact at MTMC shall be notified upon receipt of an order that is not within the scope of this contract.

EXHIBIT A
DEFINITIONS, ABBREVIATIONS and ACRONYMS

Part 1: DEFINITIONS

1. **Ammunition Grade Container.** A container constructed and maintained to comply with serviceability requirements prescribed by international treaty and mandated by United States transportation law for the shipment of United Nations Class 1 explosive materials.
2. **Approved Continuous Examination Program (ACEP).** An alternative to scheduling periodic examinations of containers. This program complies with CSC requirements and is used by many commercial owners. An ACEP marking on the container indicates date that this method of examination was initially approved, not date of next required re-inspection.
3. **Calendar Days.** Consecutive days, without regard to weekends or holidays.
4. **Chassis.** A vehicle built specifically for the purpose of transporting containers, so that when the chassis and container are assembled, the unit produced serves the same function as a road trailer.
5. **Consignee.** The location where the assets are being delivered.
6. **Container.** A reusable cargo conveyance which confines and protects the cargo from loss or damage, can be handled in transit as a unit and can be mounted and secured in or on marine, rail or highway equipment.
7. **Continental United States (CONUS).** The 48 contiguous states and the District of Columbia.
8. **Contracting Officer.** A person with authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
9. **Contracting Officers Representative (COR).** An individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.
10. **Delivery Order (DO).** An order for services placed against the established contract that identifies customer requested and funded lease requirements.
11. **Dry Container.** A completely enclosed weatherproof container.
12. **DOD ISO Container Registry.** A master listing of all DOD-owned intermodal equipment and ISO configured equipment by owner and container type.
13. **Flatrack.** Open-sided and open-topped ISO containers with two removable/adjustable ends.
14. **Institute of International Container Lessors, Ltd. (IICL).** A trade organization of container lessors. It sponsors a technical committee of container owners, operators and manufactures that prepares the Repair Manual for Steel Freight Containers. Also called IICL.
15. **Intermodal.** Type of cargo shipment system that permits transshipping among sea, highway, rail, and air modes of transportation through use of ISO standard containers, line-haul assets, and handling equipment.
16. **International Convention for Safe Containers (CSC).** An international treaty which entered into force on September 6, 1977, requiring safety approval of all containers and periodic inspections of containers at specified

intervals to ensure maintenance of safe condition. Individual Governments with the advice of the International Maritime Organization (IMO), a branch of the United Nations, administer the CSC.

17. **International Maritime Dangerous Goods (IMDG) Code.** Official Code that regulates transport of dangerous goods by sea to prevent injury to persons or damage to ship.
18. **International Organization of Standardization (ISO).** An international standards-writing body composed of national standards associations. Headquarters are in Geneva, Switzerland. Technical committees such as ISO/TC104 (freight container committee) carry out technical work.
19. **Master Lease Agreement (MLA).** The current MTMC-awarded contract used to acquire leased intermodal equipment.
20. **Military Traffic Management Command (MTMC).** A major Army command and USTRANSCOM component that provides cargo, passenger, and personal property traffic management services to all DOD Components.
21. **Non-Conforming Repair.** A condition resulting from improper repair not in accordance with IICL standards.
22. **On-Hire.** The calendar date on which the customer accepts the equipment.
23. **Off-Hire.** The calendar date on which the equipment is picked up for redelivery by the contractor, subject to provisions of paragraph C.7.2.8 of the PWS.
24. **Ordering Officer (OO).** An individual of an ordering activity authorized to issue Delivery Orders under a specified contract. The individual may be the contracting officer of a using activity or a duly appointed ordering officer so authorized.
25. **Outside Continental United States (CONUS).** Any country or place beyond the limits of the 48 contiguous states and the District of Columbia.
26. **Performance Measure.** The critical characteristics of the objective that will be monitored by the Government.
27. **Performance Monitor.** Government representatives designated to monitor contractor performance.
28. **Performance Objective.** A statement of the outcome or results expected to be achieved by the contractor.
29. **Performance Standard.** The target level or range of levels of performance for each measure.
30. **Prepositioned Leased Container Pools.** A designated number of leased containers prepositioned at various locations used to support contingency operations.
31. **Project Manager.** An individual having full authority to act for the contractor on all matters and is responsible for the overall management and coordination of the work to be performed under the contract.
32. **Program Manager.** A Government representative who is responsible for the program and organizes resources and personnel to achieve program goals. When the contract is awarded, the program manager may be designated as the COR to assist in administering the contract.
33. **Refrigerated (Reefer) Container.** A weatherproof container for the movement of temperature controlled cargo insulated against external temperatures and equipped with mechanical refrigeration.
34. **Repair Worthy.** Damage or wear defects that require repair to maintain serviceability.

35. **Requestor.** The Government person or agency who initiated the lease.
36. **Required Delivery Date (RDD).** A specific calendar date on which the contractor agrees to deliver all equipment identified in the DO.
37. **Required Delivery Date (RDD) Window.** A specific range of calendar dates on which the contractor agrees to begin and complete delivery of equipment identified in the lease.
38. **Tank Container.** Specialized containers that meet ISO and IMO requirements for transportation of hazardous and non-hazardous bulk liquids.
39. **Wear and Tear.** One or more physical defects caused by continuous deterioration in the condition of the equipment occurring under normal use conditions.
40. **Working Days.** Days on which normal business is conducted (Monday through Friday, excluding Federal holidays). Federal holidays are: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day.
41. **Working Hours.** The hours of 7:30 a.m to 5:00 p.m, Eastern Time.

EXHIBIT A
DEFINITIONS, ABBREVIATIONS and ACRONYMS

Part 2: ABBREVIATIONS and ACRONYMS

1. ACEP	Approved Continuous Examination Program
2. AQL	Acceptable Quality Level
3. CFR	Code of Federal Regulations
4. CONUS	Continental United States
5. COR	Contracting Officers Representative
6. CSC	International Convention for Safe Containers
7. DITSCAP	DOD Information Technology Security Certification and Accreditation Program
8. DO	Delivery Order
9. DOD	Department of Defense
10. GFM	Government Furnished Material
11. IICL	Institute of International Container Lessors, Ltd.
12. IMDG	International Maritime Dangerous Goods Code
13. IMS	Information Management System
14. ISO	International Organization of Standardization
15. MLA	Master Lease Agreement
16. MTMC	Military Traffic Management Command
17. OCONUS	Outside the Continental United States
18. PM	Program Manager
19. PWS	Performance Work Statement
20. QASP	Quality Assurance Surveillance Plan
21. RDD	Required Delivery Date

EXHIBIT B**PREPOSITIONED LEASED CONTAINER POOL
REQUIREMENTS****1. GENERAL.**

1.1 This Appendix identifies the most likely CONUS locations where prepositioned leased container pools may be established during the life of the contract based on availability of funding. Leased container pools may be used to supplement and/or replace Government-owned containers currently on-site at these locations. The Government anticipates an attrition rate of approximately 20 percent per year in the number of Government-owned containers at these locations due to age and repair factors. Leased assets may be used to replace attrited owned-containers. The aggregate total of leased containers may increase per year based on the attrition rate.

1.2 The information provided herein is an estimated forecast based on current information and is non-binding on the part of the Government.

1.3 PREPOSITIONED POOL LOCATIONS.

LOCATION	GOVERNMENT-OWNED ON SITE
Blue Grass Army Depot, Kentucky	173
Crane Army Ammunition Activity, Indiana	506
McAlester Army Ammunition Plant, Oklahoma	1,297
Tooele Army Depot, Utah	352
Anniston Army Depot, Alabama	41
Hawthorne Army Depot, Nevada	321
Letterkenny Munitions Center, PA	15
Red River Munitions Center, Texas	0
Iowa Army Ammunition Center, IA	270
Milan Army Ammunition Plant, Tennessee	63

1.4 The depots' hours of operation and phone numbers can be found at website <http://www.osc.army.mil/rs/rst/hours.html>.

**EXHIBIT C
ASSURED ACCESS**

1. GENERAL.

1.1 This Exhibit identifies assured access requirements for contingency and humanitarian operations. The information and data provided herein represents the maximum weekly objective and desired maximum weekly objective requirement and minimum/maximum daily quantities that may be needed to support deployment and sustainment operations in accordance with paragraph C.7.4.

2. DEPOT LOCATIONS.

DEPOT	ADDRESS
Blue Grass Army Depot	2091 Kingston Highway, Richmond, Kentucky 40475-5070
Crane Army Ammunition Activity	300 Highway 361, Building 13, Crane, Indiana 47522-5099
McAlester Army Ammunition Plant	1 C Tree Road, McAlester, Oklahoma 74501-9002
Tooele Army Depot	Building 1250, Tooele, Utah 84074-5003
Anniston Army Depot	7 Frankford Avenue, Anniston, Alabama 36201-5021
Hawthorne Army Depot	1 South Maine Ave, Hawthorne, Nevada 89415-9404
Letterkenny Munitions Center	Building 4342 Chambersburg, Pennsylvania 17201-4175
Red River Munitions Center	100 Main Street, Texarkana, Texas 75507-5000
Iowa Army Ammunition Center	17575 State Highway 79, Middleton, Iowa 52638-5000
Milan Army Ammunition Plant	2280 Highway 104 West, Milan, Tennessee 38358-5176

3. ASSURED ACCESS REQUIREMENTS.

3.1 The assured access requirements for weeks one (1) through 16 are identified below for the Government's maximum weekly objective and desired maximum weekly objective requirements. The maximum weekly objective requirement identifies the maximum quantity that may be required for any given week. The desired maximum weekly objective requirement identifies the desired maximum quantity that may be required for any given week. The per day quantity identifies the maximum and minimum number of containers that may be delivered to any one location. The specific weekly requirement and per day quantity, by depot location, will be in accordance with each DO issued.

WEEK	MAXIMUM WEEKLY OBJECTIVE	MAXIMUM PER DAY QUANTITY TO ANY ONE LOCATION	MINIMUM PER DAY QUANTITY TO ANY ONE LOCATION	DESIRED MAXIMUM WEEKLY OBJECTIVE	DESIRED MAXIMUM PER DAY QUANTITY TO ANY ONE LOCATION	DESIRED MINIMUM PER DAY QUANTITY TO ANY ONE LOCATION
1	4,242	275	24	4,242	275	24
2	3,458	128	64	4,977	188	90
3	3,458	133	39	5,334	207	60
4	2,305	89	29	3,500	135	43
5	4,034	138	5	6,370	216	12
6	6,916	218	30	10,122	315	35
7	6,340	191	27	9,744	297	38
8	6,916	207	30	10,129	306	50
9	5,187	245	44	7,511	353	64
10	1,729	82	15	2,751	129	24

11	1,153	54	10	2,002	94	18
12	4,611	217	40	7,378	345	65
13	4,611	217	40	7,259	340	64
14	3,458	163	30	4,739	222	42
15	2,305	125	29	2,744	148	36
16	1,153	63	15	1,246	68	16

**EXHIBIT D
IMS - DATA FIELDS**

1. GENERAL.

1.1 This Exhibit provides a listing of the minimum data fields needed to support information management requirements in accordance with paragraph C.7.7 of the PWS.

1.2 The table below identifies four (4) categories and minimum data fields necessary to capture information for leased and owned equipment.

1.2.1 **Program Management and Lease.** The contractor is responsible for populating data in the “Program Management and Lease” category as leased assets are requested and activity occurs.

1.2.1.1 The IMS shall be the primary means for capturing and validating contract performance data for applicable PWS objectives, standards and measures. In addition to the data fields identified below, the IMS shall include elements and mechanisms that will document performance against stated objectives, standards and measures for use in monitoring contractor performance.

1.2.2 **Active MLA Lease.** Data needed to populate certain data fields will be provided to the contractor in accordance with paragraph C.7.7.3(3) of the PWS. The Government will enter and update information as activity occurs. The contractor has no responsibility to enter or update information.

1.2.3 **Non-MTMC Lease.** Data needed to populate these fields will come solely from Government activities. The contractor has no responsibility to enter or update information.

1.2.4 **DOD ISO Container Registry.** Data needed to populate certain fields will be provided to the contractor in accordance with paragraph C.7.7.3(2) of the PWS. Government activities will enter and update information and be used as a means for managing owned assets and conducting MTMC directed DOD inventories. The contractor has no responsibility to enter or update information.

2. DATA FIELD TABLE.

DATA FIELDS	PROGRAM MANAGEMENT AND LEASE	ACTIV E MLA LEASES	NON- MTMC LEASES	DOD ISO CONTAIN ER REGISTRY
--------------------	---	---------------------------------------	---------------------------------	--

Owner/Lessee Contact				
(a) Name, address, phone number and email*	X	X	X	X
(b) DODAAC*				X
(c) UIC*				X
(d) MACOM*	X		X	
(e) Military Service*	X	X	X	X
Owner/Lessee Equipment Identification Numbers				
(a) Marks*	X	X	X	X
(b) Number*	X	X	X	X
(c) Check digit	X	X	X	X
(d) Equipment type*	X	X	X	X
(e) ISO equipment class				X
(f) Equipment subclass/Remarks				X
Deliver Order (DO)/Contract Lease Details				
(a) DO/Contract Number*	X	X	X	
(b) Individual cost estimate details	X			
(c) Requirement number*	X	X		
(d) Quantity and type of equipment ordered	X	X	X	
(e) Length of lease	X	X	X	
(f) Lease begin and end dates	X	X	X	
(g) Lease term extensions	X	X	X	
(h) RDD or RDD window	X			
(i) Name, address, phone number for consignee(s)	X	X	X	
(j) Name, address, and phone number for actual delivery location(s), if different than consignee(s)	X	X	X	
(k) Redelivery Location(s)	X			
On-Hire Lease Details				
(a) Name of container lessor/owner	X	X	X	
(b) Quantity and type of equipment delivered by location	X	X	X	

(c) Actual delivery date by equipment identification number	X			
(d) Actual acceptance date by equipment identification number, if different than actual delivery date	X			
Off-Hire Lease Details				
(a) Actual redelivery date by equipment identification number	X			
(b) Actual off-hire date by equipment identification number	X			
(c) Damage or buyout costs per container and cumulative for DO	X			
PREPO Lease Pools – Additional Requirements				
(a) Inspection and maintenance performed by date by equipment identification number	X			
(b) Dollar amount by date of performance	X			
(c) Serviceability status by equipment identification number and location	X			
(d) Equipment identification numbers and date released/withdrawn to support peacetime requirements and new numbers for those replaced	X			
Assured Access – Additional Requirements				
(a) Maximum weekly and per day quantities ordered and delivered	X			
(b) Unannounced test results	X			
Lease Financial Data				
(a) Payments, dates and amounts	X			

Reinspection Decals				
(a) Name address, phone number of requesting activity	X			
(b) Quantity requested	X			
(c) Date issued and mailed	X			
Lease Versus Purchase Analysis				
(a) Name, address, phone number of requesting activity	X			
(b) Lease cost details	X			
(c) Purchase cost details for the three sources used	X			
DOD ISO Container Registry – Additional Requirements				
(a) Quantity by equipment type				X
(b) Inventory code*				X
(c) Maintenance Status				X
(d) Inspection date				X
(e) Date, name, address and DODAAC of activity container transferred to				X
(f) Date disposed				X
(g) Loaded/empty status indicator				X
(h) Shipped from				X
(i) Shipped date				X
(j) Shipped to location				X
(k) Shipping documentation number				X
(l) Current location				X
(m) Arrival date				X
Remarks Section	X	X	X	X
POC Update (automatic user name entry)**		X	X	X
Date of Update (automatic date stamp)**	X			X

2.1 Legend.

(a) Required data fields for each category are annotated with a single “X” in the applicable column.

(b) Single asterisk (*): Identifies compulsory (no further entries can be made until these fields have been completed) entry fields.

(c) Double asterisk (**): Pertains to date and person who performed last update.

Section D - Packaging and Marking

SECTION D

D.1 PACKING AND PACKAGING OF DATA

All data to be delivered by the contractor under this contract shall be packaged for shipment in accordance with standard commercial practices that will afford protection against deterioration and physical damage for safe delivery to destination.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0002AA	Destination	Government	Destination	Government
0002AB	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0003AA	Destination	Government	Destination	Government
0003AB	Destination	Government	Destination	Government
0003AC	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0004AA	Destination	Government	Destination	Government
0004AB	Destination	Government	Destination	Government
0004AC	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0005AA	Destination	Government	Destination	Government
0005AB	Destination	Government	Destination	Government
0005AC	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0006AA	Destination	Government	Destination	Government
0006AB	Destination	Government	Destination	Government
0006AC	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0007AA	Destination	Government	Destination	Government
0007AB	Destination	Government	Destination	Government
0007AC	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0008AA	Destination	Government	Destination	Government
0008AB	Destination	Government	Destination	Government
0008AC	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0009AA	Destination	Government	Destination	Government
0009AB	Destination	Government	Destination	Government
0009AC	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0010AA	Destination	Government	Destination	Government
0010AB	Destination	Government	Destination	Government
0010AC	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0011AA	Destination	Government	Destination	Government
0011AB	Destination	Government	Destination	Government
0011AC	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0012AA	Destination	Government	Destination	Government
0012AB	Destination	Government	Destination	Government

0026AC Destination	Government	Destination	Government
0026AD Destination	Government	Destination	Government
0026AE Destination	Government	Destination	Government
0026AF Destination	Government	Destination	Government
0026AG Destination	Government	Destination	Government
0026AH Destination	Government	Destination	Government
0026AJ Destination	Government	Destination	Government
0026AK Destination	Government	Destination	Government
0027 Destination	Government	Destination	Government
0027AA Destination	Government	Destination	Government
0027AB Destination	Government	Destination	Government
0028 Destination	Government	Destination	Government
0029 Destination	Government	Destination	Government
0030 Destination	Government	Destination	Government
0031 Destination	Government	Destination	Government
0032 Destination	Government	Destination	Government
0033 Destination	Government	Destination	Government
0034 Destination	Government	Destination	Government
0035 Destination	Government	Destination	Government
0035AA Destination	Government	Destination	Government
0035AB Destination	Government	Destination	Government
0035AC Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

E.1 INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE OF EQUIPMENT

For F.O.B. Destination - All equipment shall be inspected and accepted by the Government at the Government location designated in each individual Delivery Order.

For F.O.B. Origin - All equipment shall be inspected and accepted by the Government at the contractor's depot facility identified in the applicable individual Delivery Order.

END OF SECTION E

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination	
0002	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination	
0002AA	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination	
0002AB	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination	
0003	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination	
0003AA	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination	
0003AB	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination	
0003AC	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination	
0004	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination	
0004AA	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination	
0004AB	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination	
0004AC	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination	
0005	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination	
0005AA	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination	
0005AB	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination	

0005AC	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0006	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0006AA	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0006AB	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0006AC	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0007	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0007AA	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0007AB	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0007AC	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0008	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0008AA	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0008AB	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0008AC	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0009	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0009AA	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0009AB	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0009AC	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0010	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination

0010AA POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0010AB POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0010AC POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0011 POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0011AA POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0011AB POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0011AC POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0012 POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0012AA POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0012AB POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0012AC POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0013 POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0013AA POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0013AB POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0013AC POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0014 POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0014AA POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0014AB POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination

0014AC POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0015 POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0015AA POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0015AB POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0015AC POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0016 POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0016AA POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0016AB POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0016AC POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0017 POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0018 POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0019 POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0019AA POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0019AB POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0019AC POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0020 POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0020AA POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0020AB POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination

0021	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0021AA	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0021AB	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0022	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0022AA	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0022AB	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0022AC	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0022AD	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0023	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0023AA	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0023AB	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0024	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0024AA	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0024AB	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0025	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0025AA	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0025AB	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0025AC	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination

0025AD POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0025AE POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0025AF POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0025AG POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0025AH POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0025AJ POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0025AK POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0026 POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0026AA POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0026AB POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0026AC POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0026AD POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0026AE POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0026AF POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0026AG POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0026AH POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0026AJ POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0026AK POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination

0027	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0027AA	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0027AB	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0028	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0029	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0030	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0031	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0032	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0033	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0034	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0035	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0035AA	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0035AB	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination
0035AC	POP 24-JUN-2003 TO 23-JUN-2004	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-30	F.O.B. Origin, Contractor's Facility	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999

F.1 DELIVERY

F.1 PERIOD OF PERFORMANCE

All work under this contract, including delivery of an approved final report or data, shall be completed within 12 months from the effective date of this contract or subsequent dates of any options exercised or award term years executed.

F.2 DELIVERY OF DATA

Data and reports shall be delivered in accordance with best commercial practices.

F.3 DELIVERY OF LEASED EQUIPMENT

Leased equipment shall be delivered as specified in each individual Delivery Order at time of issue or as modified through mutual agreement between parties.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930.FD30 35 FAC7700 CCS390 CAC25226 EAC479 XXXXXXXXXXXX S28113 CN:1362
AMOUNT: \$2,038,500.00

CLAUSES INCORPORATED BY REFERENCE

252.242-7000 Postaward Conference DEC 1991

G.1 PROCURING OFFICE

G.1 PROCURING CONTRACTING OFFICE

Contracting Officer: Ms. Mary Young
Office Symbol: MTAQ-G
Telephone: 703-428-2324
DSN: 328-2324
Fax: 703-428-3325
E-mail: youngm@mtmc.army.mil

G.2 INSTRUCTIONS TO PAYING OFFICE

Do not prorate payments on this contract. Invoices are to be paid per specific Contract Line Item Number (CLIN) and Accounting Classification Reference Number (ACRN) in order of allocation as cited by the contractor.

G.3 ACCOUNTING AND APPROPRIATION DATA

Accounting data will be cited on each individual order.

G.4 REMITTANCE ADDRESS

If the remittance address for Electronic Funds Transfer is different from mailing address please insert here:

____NONE_____

G.5 INVOICES & PAYMENTS

(1) PowerTrack is the preferred method of billing processing for order issued under this contract. The contractor shall submit data for each order in accordance with procedures established by U.S. Bank for PowerTrack. The contractor shall not bill for services not rendered in accordance with the PWS.

(2) For installations not PowerTrack capable, Government-wide Commercial Purchase Card as designated by the requesting agency will be the method of payment under this contract.

(3) In addition to following the procedures for processing payments using the Government-wide Commercial Purchase Card, the contractor shall submit copies of invoices for review and approval to requesting agency for each Delivery Order issued.

For payments using the purchase card, the Contractor shall submit a commercial electronic invoice in accordance with the contractor's commercial practice to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date and number;
- (3) Contract number and the order number

- (4) Contract line item number(s) and/or subline item numbers(s)
- (5) Description, quantity, unit price and extended price of the items delivered;
- (6) Terms of any prompt payment discount offered;
- (7) Name, title, and phone number of person to be notified in event of defective invoice. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

END OF SECTION G

Section H - Special Contract Requirements

SECTION H

H.1 RELEASE OF INFORMATION

(a) UNCLASSIFIED CONTRACTS - Approval of the procuring contracting officer is required prior to release of information received in the performance of this contract or developed pursuant to this contract.

(b) CLASSIFIED CONTRACTS - If this is a classified contract, the provisions of the DoD Security Agreement (DD Form 441) and the DoD Contract Security Classification Specification (DD Form 254) also apply.

H.2 SECURITY PROVISIONS

The contractor will develop a methodology to strictly limit access to a "strict need to know" for all comprehensive information, databases and management activities involving DOD container management. Comprehensive information is described as prior knowledge of the requirements for a DOD order for containers, types, and numbers by DOD Installations/DOD contractor locations involved. Names and positions of all personnel to have routine access to this information will be submitted to the Procuring Contracting Officer as a part of the proposal package. Subsequent changes will be reported to the COR by the successful offeror at least 10 days prior to assignment to the contract.

H.3 RESERVED

H.4 NOTICE OF INCORPORATION OF SECTIONS

Section K, L and M of the solicitation will not be distributed with the contract. However, Section K is incorporated in and forms a part of the resultant contract as though furnished in full text therewith.

H.5 CHANGE OR MODIFICATION OF CONTRACT TERMS

The contractor is advised that only the Procuring Contracting Officer can change or modify the terms of this contract or take any other action that obligates the Government and then such action must be set forth in a formal modification to the contract. If a Contracting Officer's Representative has been appointed for this action his/her authority is strictly limited to the specific duties set forth in his/her letter of appointment, a copy of which will be provided to the contractor. Contractors who rely and act on directions from other than the Procuring Contracting Officer (or a COR acting within the strict limits of his/her responsibilities as set forth in the appointment letter) shall do so at their risk and expense as such actions do not bind the Government contractually. Any questions concerning the authority of a Government employee to direct the contractor contractually shall be referred to the Procuring Contracting Officer immediately.

H.6 GOVERNMENT - CONTRACTOR RELATIONSHIP

a. The Government and the contractor understand and agree that the support services to be delivered under this contract by the contractor are non-personal services and the parties recognize and agree that no employer-employee relationships exist or will exist under this contract between the Government and the contractor and/or between the Government and the contractor's employees. It is, therefore, in the best interest of the Government to afford the parties a full and complete understanding of their respective obligations.

b. The contractor personnel under this contract shall not:

(1) Be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, military or civilian.

(2) Be placed in a staff or policymaking position.

(3) Be placed in a position of command, supervision, direction, or evaluation of a DA military or civilian personnel, or personnel of other contractors or become a part of Government organization.

c. Employee Relationship:

(1) The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the contractor's employees will act and exercise personal judgment and discretion on behalf of the contractor.

(2) Rules, regulations, directions, and requirements that are issued by the command authorized under their responsibility for good order, administration, and security are applicable to all personnel who enter a Government installation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(3) The contractor will not be paid for performance of personal services. Therefore in the event the contractor (or its employee) is directed by any Government employee to perform tasks that the contractor believes are personal services, the contractor should take no action until it has contacted the Procuring Contracting Officer to determine the appropriate course of action.

H.7 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE

In accordance with the Department Federal Acquisition Regulations Supplement (DFARS) clause, 252.227-7014 Alt I, "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation" of this contract, all data to be delivered under this contract shall be delivered with unlimited/unrestricted rights except as follow:

1. Data or computer software items developed solely at private expense (or at least 50% private expense) that will be submitted with limited/restricted rights shall identify form, fit and functional characteristics of the information management system in a separate segregated section free of restricted markings.
2. For post development (defined as after the completion of the contract and delivery of the information management system and any subsequent modification/improvement to the system), the contractor shall agree to a fully paid up no cost license for use with restricted rights to the proprietary computer software embedded within the information management system by any Government personnel at any Government location or any contractor operating under a Government contract in support of the Container Management Streamlining program. Third parties may not use proprietary computer software for commercial purposes.
3. The contractor shall identify all commercial software products embedded in the system and agree to a fully paid up no-cost restricted license.

H.8 AWARD TERM PROVISIONS

H.8.1 The provisions for the Award Term Plan as stated in this contract are incorporated in full text.

H.8.2 As described herein, the contract period of performance may be extended based on overall contractor performance as evaluated by the Government.

a. **Period of Performance:** The contract "CORE" period of performance of five (5) years may be extended in one-year "award term" increments, for up to five (5) additional years, based on overall contract performance. Additional "award term" year extensions will be awarded based on overall contractor performance as evaluated in accordance with the contract's approved Award Term Plan.

b. **Award Term Plan:** The Award Term Plan will be approved by the Government and incorporated upon contract award (Section J, Attachment J-1). The Award Term Plan will provide for evaluation of the contractor's performance and utilize the metrics described in the Performance Work Statement, customer feedback from agencies, organizations or individuals to whom support was provided, and any other information deemed pertinent in order to obtain an adequate assessment. The Award Term Plan will serve as a basis for any award term decisions. The plan shall contain the details for areas of evaluation, the number of points assigned to each area, and the criteria considered by the Award Term Review Board (ATRB) and Performance Monitors in assessing the contract performance. The plan shall consist of measurable criteria to the extent practicable. All areas subject to incentivization shall be related to contract requirements and for a defined period. The plan may contain objective and subjective standards. An Award Term Determination Official (TDO) shall be appointed by the Government and is responsible for the overall award term evaluation and award term decisions.

c. **Plan Changes:** The Award Term Plan may be revised by the Government and re-issued to the Contractor at least thirty (30) calendar days prior to the commencement of each contract period. The Procuring Contracting Officer reserves the right to initiate discussions or to unilaterally modify the award term plan (but not the structure for award term year extension) at any time due to changes in program requirements or objectives. Or where the end of year award term determination for the prior year demonstrates a need to adjust the then effective follow-on year plan to address areas of concerns or areas where incentivization is no longer appropriate. The contractor may also submit propose changes to the plan to the Procuring Contracting Officer for consideration when it believes the current plan is impacted by the prior year's evaluation or due to changes in program requirements.

d. **Award Term Administration:** The award term evaluation will be completed on an annual basis. The annual evaluation will be comprised of two successive six-month "interim" evaluations and be averaged to obtain the "final" annual score. The final annual score will be used as the basis for the award term decision. The award term year extensions can be rewarded effective at the end of the second contract year and will conclude at the end of contract year six. The total number of award term year extensions that can be earned under this contract is five. The ATRB will convene after receipt of evaluation reports from the Performance Monitors to evaluate and assess the contractor's performance. A final report will be provided to the TDO.

e. **Contractor Self-Assessment:** The contractor shall prepare a self-assessment within 15 calendar days after the end of each semi-annual evaluation period. When weaknesses or deficiencies are identified, the contractor shall describe actions planned or taken to correct them and prevent recurrence. The TDO will review the self-assessment as part of the evaluation. The contractor shall not be penalized for a realistic self-assessment. The self-assessment will not be made available to any individual other than those providing direct support to the Procuring Contracting Officer and the TDO.

f. **Award Term Decisions:** For the evaluation periods at the conclusion of contract years one and two, the contractor's final annual numerical score must be "very good" or above to earn an award term year extension at the end of contract year two. For the remaining annual evaluation periods, the Contractor's final annual numerical score must be "excellent" to earn additional award term year extensions. Failure to earn an additional award term year in one evaluation does not preclude the Contractor from earning additional award term years in subsequent evaluation periods. However, if the contractor annual numerical score falls below 81 points in any performance year, the award term plan will be cancelled and earned terms in which performance has not begun will be forfeited. No additional terms

will be earned after the sixth (6th) contract year whether or not all available terms have been earned. The Term Determining Official will review the final report submitted by the ATRB and issue an award term decision to the contractor within 45 calendar days after the evaluation period ends. The contractor may review the determination and, at its option, discuss with the Procuring Contracting Officer and TDO specific portions of the findings. If the contractor feels that the determination in whole or part does not reflect the quality of performance during the period, it may present evidence to support its position. The TDO may consider the evidence and at his/her discretion modify the determination.

g. Award Term Conditions: No award term year extension earned will be exercised unless the following conditions are satisfied:

- (1) The Government has a continued need for the services under this contract,
- (2) Appropriated funds are available,
- (3) Price reasonableness can be determined, and
- (4) The contract's "CORE" period of performance [base plus all options] have been completed.

h. Cancellation Of Award Term Incentive: The award term incentive or the remaining award term year extensions will be cancelled under the following conditions:

- (1) One of the conditions under paragraph H.8.2 (g) is not met,
- (2) The contractor has failed to maintain a minimum of 81 points after earning one or more award term year extensions,
- (3) A price under the price re-determination clause can not be reach within 12 months preceding the start date of and award term year extension, or
- (4) The contractor notifies the Government in writing, at least 12 months prior to performance starting for an award term year extension, of its desire to opt out of the award term plan. In which case, all earned award terms not yet executed will be forfeited.

i. Automatic Re-competition Decision: If only one contract year remain at any point in the contract period of performance, the contract will end at the conclusion of that period. The contractor cannot be awarded an additional year in any final year of the contract period. In no event, will the contract be extended beyond a 10-year period of performance.

j. Review Process: The Contractor may request an internal review of an annual award term decision. The request shall be submitted in writing to the Procuring Contracting Officer within 15 days after notification of the award term decision. The Deputy, Principal Assistant Responsible for Contracting (PARC) will conduct any award term decision reviews. The purpose of this review is to certify that the plan was administered properly and not for the purpose of reversing the decisions of the TDO. Decisions by the Deputy (PARC) are considered "Final."

H.8.3 All orders issued under this contract from any Authorized Ordering Agency during any given rating period will be considered during that evaluation period. Any transition periods or minor contract extension due to delay in award will become a part of period closet to which the evaluation occurs in accordance with the award term plan.

(End of Text)

H.9 PRICE RE-DETERMINATION FOR AWARD TERM YEARS

a. General. The unit prices for CLINs 0002 through 0028 and 0034 for award term years 6 – 10 shall be periodically re-determined in accordance with the following, except as noted:

The prices for services performed before the effective date of the price re-determination (see paragraph c) shall remain fixed; and

In no event shall the total price paid for any item listed under the above CLINs for years 6 – 10 exceed the ceiling price established in this contract.

b. Definition. "Cost", as used in this provision, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract award.

c. Price Re-determination Periods. For the purpose of price re-determination, performance of this contract is divided into successive periods. The first period shall extend from the date of contract award through the end of contract year 5. The second and each succeeding period shall extend for 12 months from the end of the last preceding period. The first day of the second and each succeeding period shall be the effective day of the price re-determination for that period.

d. Data Submission.

(1) Not more than 14 or less than 13 months before the end of each re-determination period, except the last, the Contractor shall submit --

(i) Proposed prices for supplies that may be delivered or services that may be performed in the next succeeding period, and --

(A) A revised Section B.1 Exhibit 1 for the applicable period;

(B) Sufficient data to support the accuracy and reliability of this estimate; and

(C) An explanation of the differences between this estimate and the original (or last preceding) estimate for the same supplies or services; and

(ii) A statement of unit costs actually incurred in performing this contract through the end of the month preceding the submission of proposed prices with sufficient supporting data to disclose unit costs and cost trends for supplies delivered and services performed.

(2) The Contractor shall also submit, to the extent that it becomes available before negotiations on re-determined prices are concluded any other relevant data that the Procuring Contracting Officer may reasonably require to assist in determining price reasonableness.

(3) If the Contractor fails to submit the data required or within the time specified, the Procuring Contracting Officer will declare performance under this contract to be complete in accordance with the Award Term Plan.

e. Price Re-determination. Upon the Procuring Contracting Officer's receipt of the data required by paragraph (d) of this section, the Procuring Contracting Officer and the Contractor shall promptly negotiate to re-determine fair and reasonable prices for supplies that may be delivered or services that may be performed in the period following the effective date of price re-determination.

f. Contract Modifications. Each negotiated re-determination of prices shall be evidenced by a modification to this contract, signed by the Contractor and the Procuring Contracting Officer, stating the re-determined prices that apply during the re-determination period.

g. Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.

h. Disagreements. The Procuring Contracting Officer shall promptly issue a decision in accordance with the Award Term Plan when the Contractor and the Procuring Contracting Officer fail to agree upon re-determined prices for any price re-determination period for which an award term year has been earned, within 30 days after the date on which the data required by paragraph (d) of this section is to be submitted. This decision shall be treated as an executed contract modification.

i. Termination. If this contract is terminated during any period established under this provision, prices shall continue as established in accordance with this provision for

(1) Completed supplies and services accepted by the Government and

(2) All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

H.10

ASSURED ACCESS

General. The Government has the right to accelerate the rate of delivery called for under this contract, at a price or cost established before contract award or to be established by negotiation as provided in this clause.

Schedule.

When the Assured Access Plan is included in the contract, the delivery schedule shall be at the rate provided with the Plan. If the Plan was negotiated before contract award, then the negotiated schedule shall be used.

If the finalized Assured Access Plan is not included in the contract at time of award, the Contractor shall furnish it to the Procuring Contracting Officer within 30 days from the date of award. The finalized Plan shall include the delivery schedule showing the maximum sustainable rate of delivery for items at Schedule B CLIN 0026 and Section C Exhibit C of this contract. The Plan shall identify the maximum sustainable rate of delivery achievable within the Contractor's existing facilities, and subcontracting structure.

The Contractor shall not revise the delivery schedule without approval from the Procuring Contracting Officer.

Implementation of Assured Access Plan.

The Procuring Contracting Officer may exercise the implementation of the Plan at any time after contract award. The Plan can be implemented more than once during the life of the contract to include option and award term periods. Only the Procuring Contracting Officer can implement this Plan.

The Procuring Contracting Officer will provide a preliminary oral or written notice to the Contractor stating the quantities to be ordered under the terms of this clause, followed by a written order incorporating the transmitted information and instructions.

The Contractor will not be required to deliver at a rate greater than the maximum per day or weekly delivery rate outlined in Section C Exhibit C, nor will delivery extend beyond the negotiated scheduled during any given implementation of the Plan unless mutually agreed to by both parties.

Price Negotiation.

Unless the unit cost or price was previously agreed upon, the Contractor shall, within 10 days of notification from the Procuring Contracting Officer that performance will extend beyond the negotiated Plan, submit to the Procuring Contracting Officer a cost or price proposal (including a cost breakdown) for the items ordered.

Failure to agree on a cost or price in negotiations resulting from the implementation of this Plan shall constitute a dispute concerning a question of fact within the meaning of the Disputes clause of this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the performance of the contract, as modified, while any resulting claim is being settled.

END OF SECTION H

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I	OCT 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting	OCT 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.222-44	Fair Labor Standards And Service Contract Act - Price Adjustment	FEB 2002
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-14 Alt I	Rights in Data--General (Jun 1987) - Alternate I	JUN 1987
52.229-1	State and Local Taxes	APR 1984
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.229-6	Taxes--Foreign Fixed-Price Contracts	JAN 1991
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.232-36	Payment by Third Party	MAY 1999
52.232-37	Multiple Payment Arrangements	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	JUN 2000
52.247-5001	European Union Restrictions Involving Non-Manufactured Wood Packaging and Pallets	SEP 2001
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998

252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7007	Buy American Act--Trade Agreements--Balance of Payments Program	SEP 2001
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.225-7037	Duty Free Entry--Eligible End Products	AUG 2000
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 1998
252.227-7000	Non-estoppel	OCT 1966
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7021	Rights In Data--Existing Works	MAR 1979
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Alt I Transportation of Supplies by Sea Alternate I	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be **issued for a period of 12 months from Date of Award**. When the contract period of performance have been extended due to the exercise of an Option or Award Term Year, ordering shall extend to the last day of that performance period.

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$150.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$1.7M **(with the exception of CLINs 0002 and 0026)**;

(2) Any order for a combination of items in excess of \$3.0M **(with the exception of CLINs 0002 and 0026)**; or

(3) A series of orders from the same ordering office within 20 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **12 months from Date of Award**. When the contract period of performance have been extended due to the exercise of an Option or Award Term Year, ordering shall extend to the last day of that performance period.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the contract expiration date.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed Five (5) years. This does not include any potential award term years which is covered under a separate clause in Section H of this solicitation/contract.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

23

(End of clause)

52.222-47 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (MAY 1989)

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor _____ and the _____ (union). If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (b) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(1) The use in this solicitation or contract of any _____ (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	J-1 Award Term Plan	17	
Attachment 2	J-2 Wage Determination	1	
Attachment 5	J-9 List of Web Addresses	1	
Attachment 6	J-10 DD Form 1423	1	

J.2 WAGE DETERMINATION

**ATTACHMENT J-2
WAGE DETERMINATION**

NOTICE OF WAGE DETERMINATION

A Wage Determination for the area where the successful contractor is located will be applicable upon award.

Wage Determination will be incorporated upon receipt.

J.10 DD FORM 1423

DD Form 1423 is listed separately.

J.1 AWARD TERM PLAN

ATTACHMENT J-1
Container Management Award Term Plan

1.0 INTRODUCTION

- a. This plan establishes award term procedures for contract DAMT01-03-D-0173. The contract performance period will include a one-year base and four twelve-month option years with the potential to earn up to five additional twelve-month award-term years. The contractor shall provide the support services for Military Traffic Management Command (MTMC) as outlined in the Performance Work Statement (PWS).
- b. All orders issued under this contract from any Ordering Agency during any evaluation period will be considered during that evaluation period. Any transition period or minor contract extension due to delays in award, exercise of options, etc. will become part of the period in which evaluation would have occurred.
- c. This plan describes the method for assessing the contractor's performance and determining whether such performance merits an additional award term year. The award term is intended to provide motivation and reward for excellence in contract performance in executing the provisions of the contract. The amount of award term points earned will be determined by the Term Determining Official (TDO) based upon a review of the contractor's performance as weighed against the "Evaluation Criteria" and "Award Term Grading" as outlined in Attachments (J-1.1) and (J-1.2). In addition to providing special management emphasis to the "Evaluation Criteria" the contractor shall strive to attain the standards of excellence in the performance of this contract.

2.0 ORGANIZATION

The award term organization consist of:

<u>Plan Position</u>	<u>Agency Position</u>	<u>Title</u>
Term Determining Official (TDO)	MTMC Operations, Fort Eustis VA	Director, Global Distribution
Award Term Review Board (ATRB)		
Contracting Officer -	MTMC Acquisition	Contracting Officer
Recorder -		
Other Functional Member(s) -	MTMC Legal Counsel MTMC Operation Fort Eustis VA	Legal Advisor Chief, Intermodal Branch
Performance Monitors	Authorized Ordering Agencies	Contract Specialist Traffic Management Officer

3.0 RESPONSIBILITIES

- a. Term Determining Official (TDO): The TDO approves the award term plan and any significant changes. Examples of significant changes include changing evaluation criteria or adjusting the characteristics of levels of performance to redirect the contractor's emphasis to areas needing improvement. The TDO reviews the recommendation(s) of the ATRB, considers all pertinent data, and determines the earned award term points for each evaluation period. The TDO appoints the ATRB Chairperson.
- b. Award Term Review Board (ATRB) Chairperson: The ATRB Chairperson selects the remaining ATRB members. The Chairperson, and other ATRB members as needed, briefs the TDO on recommended earned award term points and the contractor's overall performance and recommends significant award term plan changes to the TDO. The Chairperson coordinates the administrative actions during the award term process including: 1) receiving, processing and distributing evaluation reports from all required sources; 2) scheduling board meetings and briefings; 3) accomplishing other actions required to ensure the smooth operation of the Award Term Board.
- c. Award Term Review Board (ATRB): An ATRB composed of selected MTMC technical and administrative

personnel will evaluate the contractor's performance as related to the criteria and timeframes listed in this plan. The ATRB will consider all pertinent sources, prepare interim performance reports and arrive at the earned award term points recommended to the TDO. The ATRB will make interim evaluations on a semi-annual basis. The ATRB may also recommend changes to this plan.

- d. Contracting Officer (KO): The KO will request a price re-determination from the contractor at least 13 months prior to the start of an earned award term year. The KO will issue a unilateral modification to the contract to extend the term of the contract, as appropriate at least 3 months prior to the start of an earned award term. The KO is the liaison between the contractor and Government personnel. The KO ensures that the contract file is documented with results of the TDO decision, the contractor's self- assessment and the price re-determination evaluation memo.
- e. ATR Recorder: The ATRB recorder is responsible for coordinating the administrative actions required by the performance monitors, the ATRB and the TDO. The ATRB recorder, if in the administrative field, is an auxiliary non-voting member.
- f. Performance Monitors: Performance monitors provide continuous monitoring and maintain written records of the contractor's performance in their assigned evaluation area(s). Monitors prepare interim and end-of-period evaluation reports as directed by the ATRB. Performance Monitors must provide justification for their ratings and document both strengths and weaknesses. All written records must be maintained until the contract is closed out.

4.0 AWARD-TERM PROCESSES/RATING PROCEDURES

- a. Available Award Term Points. There are 100 points available during each evaluation period. The final earned Award Term points for each evaluation period will be based on an average of the contractor's performance during each six-month interim evaluation. Unearned points will not roll over from one interim evaluation period to the next. The first evaluation period will be averaged based on a twelve-month (12) performance period that include the transition phase as part of the first contract year. The contractor will not earn an award term extension for this period but must receive a minimum of 81 points. After this initial period, earned award term points will be averaged based on a twelve-month performance period to determine if subsequent award term extensions are warranted. A minimum of 81 points is required to earn the first one-year award term extension. Thereafter, the contractor must receive a minimum of 91 points to earn an award term extension. Failure to earn an additional award term year in one evaluation does not preclude the Contractor from earning additional award term years in subsequent evaluation periods. However, if the contractor annual numerical score falls below 81 points in any performance year, the award term plan will be cancelled and earned terms in which performance has not begun will be forfeited.
- b. Evaluation Criteria. The evaluation criteria are set forth in Attachment (1). The Contracting Officer can make changes to evaluation criteria at least 30 calendar days prior to the effective period by revising Attachment (1) and notifying the contractor. If the Contracting Officer (KO) does not give specific notice in writing to the Contractor of any change to the evaluation, then the criteria currently listed in the plan will be used in follow-on award-term evaluation periods.
- c. Award Term Grading Criteria. The Grading Criteria for Performance Levels contained in Attachment (2) are intended as a guide to describe performance characteristics that represent a level of performance and a correlating range of award term points. It is not necessarily intended that any of the listed performance descriptions would exactly describe the contractor's performance neither is it intended that a contractor's performance in all areas necessarily fall in any one level. Rather, the general characteristics of levels will be used as a tool to select the level of performance which best characterizes the Service Provider's overall performance for the evaluation period.
- d. Interim Evaluations Process. Evaluations will occur at six months intervals. The ATRB Recorder will notify the Performance Monitors fifteen (15) calendar days before each six-month period is complete (See Attachment 3). Performance Monitors will complete their evaluation reports within fifteen (15) calendar days after the six-month evaluation period ends. The ATRB will determine the interim evaluation results and prepare a report within 25 days after the evaluation period. The ATRB will brief the contractor on the interim results. This will include strengths, weaknesses, and their estimation of award points the contractor could expect to earn at the end of the current period. Formal reports are not required but results of interim reviews must be documented.
- e. Contractor's Self-Assessment. The contractor may, if it so desire, submit a written self-assessment to the KO

within fifteen (15) calendar days after each evaluation period. This self-assessment shall not exceed 5 pages. When weaknesses or deficiencies are noted, the contractor shall describe actions planned or taken to correct them and prevent recurrence. This self-evaluation will be considered in the ATRB's evaluation of the contractor's performance during this period. The contractor will not be penalized for a realistic self-assessment nor will the self-assessment be made available to anyone outside of the ATRB or TDO. Cost associated with such effort will not be reimbursed under this contract.

- f. Final Evaluations. The ATRB Recorder will notify the Performance Monitors fifteen (15) calendar days before the final award term evaluation period is complete. Performance Monitors will complete their six-month evaluation reports within fifteen (15) calendar days after the final evaluation period ends. The ATRB reviews the evaluations, the contractor's self-assessment, if any, and other pertinent information to arrive at an overall evaluation of the contractor's performance. The ATRB prepares its final evaluation report with a recommendation of earned award term points report within 25 days after the final evaluation period. The ATRB will brief the contractor on the overall results. This will include strengths, weaknesses, and recommended award points. The report will reveal consensus evaluation only and not individual points assigned by board members. At that time, the ATRB may also recommend any significant changes to the award-term plan for the next period to the TDO for approval. Within thirty (30) calendar days after the end of each evaluation period, the ATRB will submit a formal evaluation report to the TDO. The ATRB report will include a narrative of each element evaluated that supports the recommended rating assigned. If the ATRB is unable to reach a unanimous agreement on the content of a report, the ATRB Chairperson shall forward minority reports prepared by the dissenting ATRB member(s).
- g. TDO Determination. The TDO will make a final determination of the overall term points to be awarded to the contractor within 15 days of receipt of the ATRB final evaluation report. The TDO, at his/her discretion, may increase or decrease the overall award term points recommended that is substantiated by:
 - 1) the points allocated to an individual function due to extraordinary input from the activity or other sources
 - 2) the overall award term points based on trends in performance in all functions or any general economic or business trends, which may affect performance capability
 - 3) information provided in the contractor's self-assessment report or
 - 4) any other information the TDO determines is applicable to a final term points determination.
- h. Notification to Contractor. Once the TDO has determined the award term points earned for the final evaluation period, a letter will be prepared that includes a summary of both strengths and weaknesses observed during the period. The letter will not reveal individual points assigned by board members. The letter of determination will be forwarded to the contractor through the KO.
- i. Duration of Evaluation. The estimated time for the completion of the Government's evaluation is approximately 45 days after the conclusion of the evaluation period.

5.0 AWARD-TERM PLAN CHANGES

The TDO, through the Contracting Officer, may unilaterally change any matters covered in this plan, provided the contractor receives notice of any changes at least thirty (30) calendar days prior to the evaluation period to which the changes apply. The contractor may provide written comments to the TDO, through the Contracting Officer, of pending changes provided they are received within fifteen (15) calendar days of notification.

6.0 CONTRACT TERMINATION

If the contract is terminated for either convenience or default prior to the Government exercising an award term year extension, no additional costs will be incurred by the Government beyond those permitted under the clauses entitled, "Termination for Convenience of the Government" and "Termination for Default." The contractor shall not submit a claim nor receive equitable adjustment for the forfeiture of any earned award term year extensions in which performance has not begun.

7.0 AWARD TERM CONDITIONS

No award term year extension earned will be exercised unless the following conditions are satisfied:

- a) The Government has a continued need for the services under this contract,
- b) Appropriated funds are available, and
- c) Price reasonableness can be determined
- d) The contract's "CORE" period of performance [base plus all options] has been completed.

8.0 CANCELLATION OF AWARD TERM INCENTIVE

The award term incentive or the remaining award term year extensions will be cancelled under the following conditions:

- a) One of the conditions under paragraph 7.0 is not met,
- b) The contractor has failed to maintain a minimum of 81 points after earning one or more award term year extensions,
- c) A price under the price re-determination clause cannot be reached within 12 months preceding the start date of an award term year extension, or
- d) The contractor notifies the Government in writing at least 12 months prior to the performance start date of an award term year extension of its desire to opt out of the award term plan. In which case, all earned award term year extensions not yet executed will be forfeited.

9.0 EVALUATION PERIODS

For purposes of this contract, the award term evaluation period will cover twelve (12) months, consisting of two six-month interim periods.

ATTACHMENT J-1.1**EVALUATION CRITERIA**

The following section is a detail of the performance areas that will provide the means to measure the contractor's ability to meet program objectives. Evaluation of performance is subjective in nature unless otherwise indicated.

A. MANAGEMENT

The Government will monitor and review the contractor's overall management of the requirement covered by this contract and any subsequent modifications. The contractor will be required to demonstrate the effectiveness and efficiency of its program management and the balance of available resources against the requirement within an acceptable level of risk: plan, organize and manages resources to demonstrate quality control to meet daily operations and high volume (surge) lease requirements. Ensure accuracy, quality and accessibility of data records. Demonstrated ability to control, adjust or accurately project lease cost to include damages for pre-priced and non-priced elements.

Performance Criteria	Point Range
<ol style="list-style-type: none"> 1. Proactively managed quality control metrics to ensure that the database was current and accurate. 2. Identified deficiencies in management processes without input from Government personnel and instituted improvements. 3. Subcontract Manager had no outstanding issues/problems with subcontractors. 4. Exceeded all critical elements of PWS. 5. Effectively managed high-volume lease requests. 6. Delivery and compliance of assured access containers exceeded 98% when applicable. 7. Leased PREPO pools containers were 100% compliant when used. 	41 – 50
<ol style="list-style-type: none"> 8. Minor errors noted in database. 9. Most deficiencies in management processes corrected without input from Government personnel. 10. Subcontract Manager effectively managed subcontractors. 11. Exceeded 2 or more critical elements of the PWS. 12. Delivery and compliance of assured access containers was 95% - 98% when applicable. 13. Leased PREPO pools containers were 98% compliant when used. 	31 – 40

14. Deficiencies found in database corrected upon notification. 15. Management processes sufficient to accomplish requirements of the PWS. 16. Issues with subcontract management do not prevent accomplishment of tasks. 17. Met the requirements of the PWS. 18. Delivery and compliance of assured access containers was 90% - 94% when applicable. 19. Leased PREPO pools containers were 95% compliant when used.	16 – 30
20. Reliability of database in question. 21. Overall program management is not effective. 22. Problems with subcontractors risk contract performance. 23. Failed to meet one or more critical element. 24. Delivery and compliance of assured access containers was less than 95% when applicable. 25. Leased PREPO pools containers were less than 95% compliant when used	0 – 15

B. SUBCONTRACT MANAGEMENT

The Government will monitor and review the contractor's overall management of its Subcontracting Program to include reporting requirements. The contractor will be measured on the demonstrative effective management and implementation of a comprehensive subcontract plan. Established relationships with industry to ensure subcontracting goal attainment. Solicit for and obtain bids or quotes and validate for price reasonableness for CLINS not fixed at time of award or is listed as "not to exceed" prices. Document open competition results.

Performance Criteria	Point Range
1. Exceeded established goals by more than 5%. 2. Documented price reasonableness and open competition. 3. Effectively managed subcontract program. 4. Reports are accurate and submitted ahead of schedule.	25 – 30
5. Met established goals and exceed in some areas. 6. Some or minor information missing in documented price reasonableness and open competition. 7. Implemented subcontract program. 8. Some reports contain minor deficiencies and are submitted in a timely manner.	6 – 24
9. Did not meet established goals. 10. Price reasonableness and open competition not obtained or documented. 11. Subcontract program in place but not properly implemented. 12. Most reports are late or inaccurate.	0 – 5

C. Business/Customer Relations

The Government will monitor and review the contractor's overall commitment toward good customer relations. The contractor will be evaluated on the number of customer complaints lodged and its ability to provide a solution to these complaints. The contractor will demonstrate its ability to provide technical support to customers on the software application, data entry, data extraction, or requesting price quotes. The contractor will be evaluated on its ability to assist customers and program office in long term planning (forecasting, etc.)

Performance Criteria	Point Range
1. Received no more than 5 customer complaints. 2. Immediate response to request for technical support or customer service inquiries. 3. Immediate response to request for cost estimate or price forecasting. 4. Exceeded the requirement for submitting cost estimates for assured access more than 50% of the time.	15 – 20
5. Received no more than 10 customer complaints. 6. Response to request for technical support or customer service inquiries within 1 business day. 7. Respond to request for cost estimates or price forecast within established schedule or sooner. 8. Cost estimates for assured access met or exceeded requirement.	6 – 14
9. Received more than 10 customer complaints. 10. Provided no response to request for technical support/ customer service inquiries or support is delayed by more than 2 days. 11. Cost estimates are late and incomplete. 12. Cost estimates for assured access were consistently late.	0 – 5

ATTACHMENT J-1.2**AWARD TERM GRADING CRITERIA**

The grading system below will be used to determine whether or not the contractor's performance warrants an award term year extension.

Exceptional: 91-100 Points

Performance meets contractual requirements and exceeds most to the Government's benefit. The contractor demonstrated innovation and creativity in the performance of the element or sub-element. Requires minimum oversight and quickly implement lessons learned.

Very Good 81-90 Points

Performance meets contractual requirements and exceeds some to the government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor deficiencies. Deficiencies had no impact on requirement accomplishment, schedule or cost. Requires very little oversight.

Satisfactory: 51-80 Points

Performance meets contractual requirements but not without some intervention. The contractual performance of the element or sub-element being assessed contains some minor problems for which corrective actions taken by the Contractor were satisfactory.

Unsatisfactory: Below 51 Points

Difficulty in achieving contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains serious problem(s) for which the Contractor's corrective were or appeared to be ineffective. Performance has caused a significant impact on schedule and cost.

ATTACHMENT J-1.3**EVALUATION PERIODS AND AVAILABLE AWARD TERM PERIODS**

Evaluation	Performance Required for Award Term	Available Award Term
Year 1 (Includes Transition Phase)	Very Good or Excellent (81-100)	N/A
Year 2	Very Good or Excellent (81-100)	1 year
Year 3	Excellent (91-100)	1 year
Year 4	Excellent (91-100)	1 year
Year 5	Excellent (91-100)	1 year
Year 6	Excellent (91-100)	1 year
Year 7	N/A	N/A
Year 8	N/A	N/A
Year 9	N/A	N/A
Year 10	N/A	N/A

SCHEDULE OF EVENT

Interim Review

Event	Number of Days After Evaluation
Performance Monitors Notified	- 15
Performance Monitors file report	+15
Contractor's Self-Assessment	+15
ATRB reports evaluation results to the contractor	+25

Final Review

Event	Number of Days After Evaluation
Performance Monitors Notified	- 15
Performance Monitors file report	+15
Contractor's Self-Assessment	+15
ATRB reports evaluation results to the contractor	+25
ATRB Final Report to TDO	+30
TDO Determination Report	+45

ATTACHMENT J-1.4

H-8 Award Term Procedures

- H.8.1 The procedures for the Award Term Plan as stated in this contract are incorporated in full text.
- H.8.2 As described herein, the contract period of performance may be extended based on overall contractor performance as evaluated by the Government.
- a. **Period of Performance:** The contract “CORE” period of performance of five (5) years may be extended in one-year “award term” increments, for up to five (5) additional years, based on overall contract performance. Additional “award term” year extensions will be awarded based on overall contractor performance as evaluated in accordance with the contract’s approved Award Term Plan.
 - b. **Award Term Plan:** The Award Term Plan will be approved by the Government and incorporated upon contract award (Section J, Attachment J-1). The Award Term Plan will provide for evaluation of the contractor's performance and utilize the metrics described in the Performance Work Statement, customer feedback from agencies, organizations or individuals to whom support was provided, and any other information deemed pertinent in order to obtain an adequate assessment. The Award Term Plan will serve as a basis for any award term decisions. The plan shall contain the details for areas of evaluation, the number of points assigned to each area, and the criteria considered by the Award Term Review Board (ATRB) and Performance Monitors in assessing the contract performance. The plan shall consist of measurable criteria to the extent practicable. All areas subject to incentivization shall be related to contract requirements and for a defined period. The plan may contain objective and subjective standards. An Award Term Determination Official (TDO) shall be appointed by the Government and is responsible for the overall award term evaluation and award term decisions.
 - c. **Plan Changes:** The Award Term Plan may be revised by the Government and re-issued to the Contractor at least thirty (30) calendar days prior to the commencement of each contract period. The Contracting Officer reserves the right to initiate discussions or to unilaterally modify the award term plan (but not the structure for award term year extension) at any time due to changes in program requirements or objectives. Or where the end of year award term determination for the prior year demonstrates a need to adjust the then effective follow-on year plan to address areas of concerns or areas where incentivization is no longer appropriate. The contractor may also submit propose changes to the plan to the Contracting Officer for consideration when it believes the current plan is impacted by the prior year's evaluation or due to changes in program requirements.
 - d. **Award Term Administration:** The award term evaluation will be completed on an annual basis. The annual evaluation will be comprised of two successive six-month “interim” evaluations and be averaged to obtain the “final” annual score. The final annual score will be used as the basis for the award term decision. The award term year extensions can be rewarded effective at the end of the second contract year and will conclude at the end of contract year six. The total number of award term year extensions that can be earned under this contract is five. The ATRB will convene after receipt of evaluation reports from the Performance Monitors to evaluate and assess the contractor's performance. A final report will be provided to the TDO.
 - e. **Contractor Self-Assessment:** The contractor shall prepare a self-assessment within 15 calendar days after the end of each semi-annual evaluation period. When weaknesses or deficiencies are identified, the contractor shall describe actions planned or taken to correct them and prevent recurrence. The TDO will review the self-assessment as part of the evaluation. The contractor shall not be penalized for a realistic self-assessment. The self-assessment will not be made available to any individual other than those providing

direct support to the Contracting Officer and the TDO.

- f. **Award Term Decisions:** For the evaluation periods at the conclusion of contract years one and two, the contractor's final annual numerical score must be 81 or above to earn an award term year extension at the end of contract year two. For the remaining annual evaluation periods, the Contractor's final annual numerical score must be 91 or above to earn additional award term year extensions. Failure to earn an additional award term year in one evaluation does not preclude the Contractor from earning additional award term years in subsequent evaluation periods. However, if the contractor annual numerical score falls below 81 points in any performance year, the award term plan will be cancelled and earned terms in which performance has not begun will be forfeited. No additional terms will be earned after the sixth (6th) contract year whether or not all available terms have been earned. The Term Determining Official will review the final report submitted by the ATRB and issue an award term decision to the contractor within 45 calendar days after the evaluation period ends. The contractor may review the determination and, at its option, discuss with the Contracting Officer and TDO specific portions of the findings. If the contractor feels that the determination in whole or part does not reflect the quality of performance during the period, it may present evidence to support its position. The TDO may consider the evidence and at his/her discretion modify the determination.
- g. **Award Term Conditions:** No award term year extension earned will be exercised unless the following conditions are satisfied:
- (1) The Government has a continued need for the services under this contract,
 - (2) Appropriated funds are available,
 - (3) Price reasonableness can be determined, and
 - (4) The contract's "CORE" period of performance [base plus all options] has been completed.
- h. **Cancellation Of Award Term Incentive:** The award term incentive or the remaining award term year extensions will be cancelled under the following conditions:
- (1) One of the conditions under paragraph H.8.2 (g) is not met,
 - (2) The contractor has failed to maintain a minimum of 81 points after earning one or more award term year extensions,
 - (3) A price under the price re-determination clause can not be reach within 12 months preceding the start date of and award term year extension, or
 - (4) The contractor notifies the Government in writing, at least 12 months prior to performance starting for an award term year extension, of its desire to opt out of the award term plan. In which case, all earned award terms not yet executed will be forfeited.
- i. **Automatic Re-competition Decision:** If only one contract year remain at any point in the contract period of performance, the contract will end at the conclusion of that period. The contractor cannot be awarded an additional year in any final year of the contract period. In no event, will the contract be extended beyond a 10-year period of performance.
- j. **Review Process:** The Contractor may request an internal review of an annual award term decision. The request shall be submitted in writing to the Contracting Officer within 15 days after notification of the award term decision. The Deputy, Principal Assistant Responsible for Contracting (PARC) will conduct all award term decision reviews. The purpose of this review is to certify that the plan was administered properly and not for the purpose of reversing the decisions of the TDO. Decisions by the Deputy (PARC) are considered "Final".

H.8.3 All orders issued under this contract from any Authorized Ordering Agency during any given rating period will be considered during that evaluation period. Any transition periods or minor contract extension due to delay in award will become a part of period closet to which the evaluation occurs in accordance with the award term plan.

J.9 WEB ADDRESSES

ATTACHMENT J-9
List of Mailing and Web Addresses

1. Acquisition Regulations www.arnet.gov/far
<http://farsite.hill.af.mil>
<http://www.acq.osd.mil/dp/dars/dfars.html>
 2. Institute of International Container Lessors, Ltd. www.iicl.org
 3. Title 49, code of Federal Regulations www.access.gpo.gov
 4. International Maritime Dangerous Goods Code www.imo.org
 5. International Convention for Safe Containers www.iso.ch
 6. Guide to Container Inspection For Commercial And Military Intermodal Containers
<http://astimage.daps.dla.mil/online/new/>
- In lieu of the password you will be required to type in the title.
7. A copy of Form DD1155 can be found at: <http://www.dacs.dtic.mil/forms/DD1155.PDF>.
 8. For Policy and Guidance on FIPS requirements <http://iase.disa.mil/>.
 9. See DITSCAP Instruction 5200.40 at
http://www.dtic.mil/whs/directives/corres/pdf/i520040_123097/i520040p.pdf.
 10. The depots' hours of operation and phone numbers can be found at website
<http://www.osc.army.mil/rs/rst/hours.html>.

Mailing Address for MTOP-G:

Director of Operations
MTMC
661 Sheppard Place
MTOP-G
Ft. Eustis, VA 23604-5000