

PWS APP B - ACCESSORIAL CODES

Accessorial Codes and Shipment Provisions

Note: All requirements that state the responsible party as carrier will be applicable to the prime contractor and their subcontracted carriers.

Note: The contractor and/or carrier shall not charge any detention, demurrage or storage charges against any DoD sponsored shipment when the delay is caused by acts or omissions beyond DoD, its contractor's, or its agent's control (e.g. Weather, Natural Disasters, Force Majeure)

The term Shipping document will be synonymous with Commercial Bill of Lading, Government Bill of Lading, Master Bill of Lading, Task Order, etc.; any paperwork or transmission that meets the requirements of 49 CFR. The term consignor and shipper will be synonymous with the origin ordering officer or designated representative for purposes of authorizing any accessorial service contained herein.

The term consignee will be synonymous with a cognizant representative of the receiving activity for purposes of authorizing any accessorial service contained herein.

No charge will apply to any accessorial services, if done for the convenience of the contractor or carrier.

If the contractor fails to provide an accessorial service as specified in this section, when ordered, this will be a performance issue with no compensation for the accessorial service not performed and the contractor must address to the ordering officer and/or the applicable COR what measures are being taken to prevent reoccurrence.

<See Schedule> annotates to view the published Accessorial Rate Chart found in Section J as attachment 2

Other services maybe required to affect successful movements of DTCI freight to satisfy the requirements of the consignor and/or consignee or overcome infrastructure and/or equipment and manpower limitations. In instances where services that are not covered by an accessorial service below is requested or required, the contractor shall notify the DTCI PM and the Contracting Officer of the circumstances and settle upon a pre-negotiated and agreed upon rate or fee for providing the services prior to the commencement of action.

ALL MODES

CARGO LIABILITY OF CARRIER (LIE)

1. Except as otherwise provided in Release Value Rates Section, or in Paragraph 2 below, carriers will be liable for all loss, damage, undue delay, misdelivery, or other result occurring to freight in its possession, unless caused by acts of God, acts of the public enemy, act or default of the shipper, act of the public authority, or inherent nature or vice of the cargo.

2. Freight All Kinds (FAK)

a. For all FAK shipments weighing less than 15,000 pounds, as described in Freight All Kinds Sections, carrier liability for lost and/or damaged cargo will be limited to the lower dollar amount either of \$50,000 or the actual amount of the loss and/or damage to the article(s). Should a shipper desire to declare and establish a cargo liability for an amount greater than \$50,000, the carrier agrees to provide this increased liability coverage for LIE (1) <See Schedule> for each \$100 increase in loss and/or damaged cargo liability over the maximum liability.

b. For all FAK shipments weighing 15,000 pounds or more, as described in Freight All Kinds Sections, carrier liability for lost and/or damaged cargo will be limited to the lower dollar amount either of \$150,000 or the actual amount of the loss and/or damage to the cargo. Should a shipper desire to declare and establish a cargo liability for an amount greater than \$150,000, the carrier agrees to provide this increased liability coverage for LIE (2) <See Schedule> for each \$100 increase in loss and/or damaged cargo liability over the maximum liability.

c. All DOD motor freight FAK shipments occurring under the DTCI contract are subject to the released liabilities stated in Paragraphs 1 and 2 above. No other released liabilities, outside of this schedule or Appendix B apply.

3. In the case of shipments that will require contractor to obtain cargo liability insurance in excess of above limitations, the requesting ordering officer will make a good faith effort to give the carrier 72 hours notice prior to expected pick-up date for said shipments.

FREIGHT ALL KINDS

1. FAK consists of those commodities which carriers offer to transport at one inclusive rate or charge, regardless of their classification rating in the National Motor Freight Classification (NMFC) or their differing transportation characteristics.

2. The following commodities may not be included as FAK:

- a. Narcotics and dangerous drugs
- b. Ammunition and explosives, Class 1, Divisions 1.1, 1.2, 1.3, 1.4 (Classes A, B, and C), 1.5, and 1.6
- c. Radioactive materials
- d. Etiologic agents
- e. Live animals
- f. Bulk commodities
- g. Corpses
- h. Currency
- i. Coins
- j. Precious metals
- k. Food, fresh, frozen, or requiring refrigeration
- l. Postage stamps or stamped envelopes
- m. Any commodity assigned a DOD unique commodity code by SDDC, except code 100240, Sub No. 1
- n. Household Goods shipments, including Direct Procurement Method shipments

3. Carriers may not restrict the application of those rates by imposing any further commodity, density, or classification exclusions. Commodity description Freight All Kinds will be understood to include all commodities, except the commodities listed in paragraph 2 above.

4. Except as required by regulation or law, shipments described on Shipping Documents as Freight All Kinds will not be further described as to individual commodities contained in the shipment.

5. Shipments containing both FAK and non-FAK commodities shall be regarded as a single shipment for the purpose of assessing charges.

6. Any sensitive item shipped in accordance with the security standards in DoD 5220.22-M, National Industrial Security Program Operating Manual, or any item listed in 49 Code of Federal Regulations (CFR), Part 172.101, Hazardous Materials Table, is excluded from classification as FAK.

RECONSIGNMENT OR DIVERSION (RCC)

1. Carrier will provide Reconsignment or Diversion service upon written or oral request by the originating ordering officer or an authorized COR confirmed in writing to the contractor's designated Customer Support point of contact, subject to the following:

- a. The terms "Reconsignment" and "Diversion" are considered to be synonymous, and the use of either will be considered to mean:
 - (1) Change in the place of delivery within the original destination point;
 - (2) Change in the original destination point; or
 - (3) Any other change in delivery which requires an additional movement of the shipment.
- b. Only entire shipments, not portions of shipments, may be reconsigned.
- c. When performance of this service does not involve a change in the original destination, the carrier will be entitled to an additional charge of RCC (1) <See Schedule> per shipment
- d. When this service involves a change in the original destination, the carrier will be entitled to the charge in subparagraph c above and a reasonable rate to the point of interception and from the interception point to the final destination.
- e. If a shipment is ordered returned to the consignor, the carrier will be entitled to the charge in subparagraph c above and reasonable rates to the interception point and back to the original origin point.
- f. For the purposes of this service, reasonable rate is defined as not to exceed the prorated amount of anticipated line haul charges for the original origin / destination pair.

2. Payment of all charges for reconsignment/diversion will be the responsibility of the consignor/consignee requesting this service.

REDELIVERY (RCL)

1. When a DoD shipment is tendered for delivery and through fault of the consignee such delivery cannot be accomplished, no further attempt will be made except upon request of a COR, the origin ordering officer, or consignee.
2. Carrier will notify consignee that the shipment is on hand not later than the next business day after the day delivery was attempted and arrange for a mutually-agreeable redelivery date. Notification to the consignee will be made by telephone, where practicable, or otherwise by e-mail, fax, telegraph or mail. If redelivery is not accomplished or if forwarding instructions are not furnished to the carrier by a COR, the origin ordering officer, or consignee within 24 hours of notification that the shipment is on hand, the shipment will be subject to storage charges.
3. When authorized by consignee, the charge for redelivery shall be RCL (1) <See Schedule> per hundred pounds, subject to a minimum charge of RCL (2) <See Schedule> per shipment, and a maximum charge of RCL (3) <See Schedule> per shipment.
4. If, after being notified that the shipment is on hand, the consignee elects to pick up the shipment at carrier's terminal, no redelivery charges will apply.
5. If the shipment is undeliverable because the identity of both the consignee and the consignor is unknown, the provisions of astray freight and emergency notification will apply.
6. When instructions are furnished to the carrier by a COR, the origin ordering officer, or consignee, ordering return of the shipment to consignor at original point of origin, carrier will assess the line-haul rate applicable to the original inbound movement or a rate agreed upon, whichever is lower. Carrier shall obtain a properly executed shipping document from the party ordering the return movement.

RELEASED VALUE RATES

1. To induce a reduction in carrier rates for the movement of military cargo, the DoD agrees to accept the limitations in carrier liability for loss and/or damage as outlined below.
For all shipments weighing less than 15,000 lbs, the contractor is liable for reimbursement to the DoD the lower dollar amount of \$50,000 or the actual amount of the loss and/or damage to the article(s). For all shipments weighing 15,000 lbs or more, contractor is liable for reimbursement to the DoD the lower dollar amount of \$150,000 or the actual amount of the loss and/or damage to the article(s). Shippers may elect to declare and establish a cargo liability in amounts higher than stated, under the provisions of Cargo Liability of Carrier (LIE).
2. This section shall take precedence over any inconsistency between coordinator statements and this section unless the DTCI PM or his designated representative have agreed in writing to different release value provisions. No other released liabilities, regardless of where they are published apply.
3. Instructions shall be sufficient to release an applicable shipment to the values established for the commodity described on the shipping document, without the necessity of the shipper providing a released value statement on the shipping document. See Title 41CFR, Subpart 101-41.302-3(e). If a value exceeding the released value is stated on the shipping document, this valuation shall take precedence; and the contractor may apply LIE charges.

WEIGHT VERIFICATION (WTV)

Carriers will verify the weight of any shipment upon request of either a COR, consignor or consignee while the shipment is still in the custody of the carrier and is practical and scales are available. When the difference between the billed weight and the actual weight is less than 2 percent, a charge of WTV (1) <See Schedule> per shipment, or per conveyance if more than one conveyance is used to transport the shipment, will be assessed for furnishing such verification. However, no charge will apply when the difference between the billed weight and the actual weight is 2 percent or more, or when facilities for weight verification are available and furnished by the consignor or consignee requesting such verification.

**PICKUP AND DELIVERY ON SATURDAYS (SAT) SUNDAYS OR HOLIDAYS (HOL)
NORMAL BUSINESS DAYS BEFORE OR AFTER NORMAL BUSINESS HOURS (PUD)**

1. Pickup or delivery service provided at any time other than normal business hours of consignor/consignee will be subject to the following charges:

- a. PUD(1) <See Schedule> per hour or fraction thereof per driver before or after weekday business hours
- b. SAT(1) <See Schedule> per hour or fraction thereof per driver on Saturdays, subject to a minimum charge of SAT(2) <See Schedule> per driver.
- c. HOL (1) <See Schedule> per hour or fraction thereof per driver on Sundays and holidays, subject to a minimum charge of HOL (2) <See Schedule> per driver.

2. Hourly charges will be computed from the time driver(s) arrives at pickup or delivery facility and reports to a responsible representative of consignor/consignee that carrier's equipment is available for loading/unloading, to the time the pickup or delivery is completed and driver(s) is released by consignor or consignee. Shipper/consignee will note the time required for the pickup or delivery on the Shipping Documents.

SIGNATURE AND TALLY RECORD SERVICE (675) (See NOTE)

Carriers shall provide Signature and Tally Record Service (675) upon request of the consignor or COR, subject to the following:

a. "675" is a service designed to provide continuous responsibility for the custody of DoD shipments in transit. It requires a Signature and Tally Record (DD Form 1907) from each person responsible for the proper handling of the shipment at specified stages of its transit from origin to destination.

b. Consignor or his agent must place and sign the following annotation on the Shipping document:

"Signature and Tally Record requested. DD Form 1907 furnished to carrier.

DATE _____ SIGNATURE _____ TITLE _____ "

c. Any carrier performing "675" service for the DoD may use either a DD Form 1907, their own commercial signature form (with prior approval from the DTCI PM or designee), or an electronic signature service to provide the record of continuous accountability and custody required for "675" shipments. The options are further explained below:

(1) Carrier-supplied form will provide a complete record of the chain of custody of the shipment and will have a standardized block of data pertinent to the government shipment, including all data elements contained in Section A of the DD Form 1907. It will provide a chain of custody for the shipment through each terminal handling point at origin, hub or other interline point(s) and at destination. The carrier form will be supplied to consignors by the carrier in advance to allow for preparation of the shipment. Form will be assembled in sufficient copies to cover all handling points and provide a signed copy to the consignee.

(2) Carriers may also offer an Electronic Signature Service that shows the movement of the shipment through the carrier system as recorded by certain electronic scans. When electronic tracking scans are used, neither actual signatures of persons handling the shipment nor a manually prepared Signature and Tally Record is required. However, a hard copy printout must be presented by the carrier to the consignee within three business days of shipment receipt. This printout will show scans at pickup and delivery and will also show movement as applicable into and out of terminals, stations, and/or hub locations. Upon request from a COR or the consignor or consignee, a carrier must be able to provide the identity of each person responsible for the scans, as reflected in the electronic records.

(3) Carriers wishing to use a commercial signature form or an electronic signature service must have their forms and procedures approved by the DTCI PM or designee.

d. In addition to all rates and charges for transportation, shipments on which "675" is provided at consignor's request will be subject to a charge of 675(1) <See Schedule> per shipment.

MOTOR AND RAIL

SPLIT DELIVERY (SDL)

1. At the request of the consignor or consignee by annotation on the shipping document, the carrier agrees to deliver at more than one location within the confines of the same receiving installation or facility.

2. For each Split Delivery provided, excluding the final delivery, a charge of SDL (1) <See Schedule> will apply.

3. Split Delivery may be required in conjunction with stop-off service.

4. No charge will apply if used for the convenience of the contractor.

SPLIT PICKUP (SPU)

1. At the request of the consignor on the shipping document, the carrier agrees to pick up at more than one location within the confines of the same shipping installation or facility.

2. For each Split Pickup provided, excluding the initial pickup, a charge of SPU (1) <See Schedule> will apply.

3. No charge will apply if used for the convenience of the contractor.

MOTOR

CAPACITY LOADS

1. A shipment is considered a capacity load (also known as “loaded to full visible capacity”, “loaded to capacity”) when it occupies the **full visible capacity** of a vehicle, as defined in paragraph 2 below. In order for a shipment to be classified as a capacity load, the Shipping Document must be annotated as "Vehicle Fully Loaded" with an authorized government representative (e.g., origin ordering officer or his designee), having full knowledge of the shipment, initialing the Shipping Documents at the time of pick-up. Shipments are to be considered as capacity loads if:

- a. The shipment occupies 90% of the cargo carrying capacity of the vehicle; or
- b. Because of unusual shape or dimensions, or because of the necessity for segregation or separation from other freight, requires the entire vehicle; or
- c. Fills a vehicle so that no additional article, equivalent in size to the largest piece tendered, can be loaded in or on the vehicle.

2. For the purposes of this item, a “vehicle” is defined as:

- a. A van trailer of not less than forty-five (45) feet in length and not less than 2,900 cubic feet capacity; or
- b. An open top trailer of not less than forty-five (45) feet in length, or
- c. A flatbed trailer of not less than forty-five (45) feet in length.

3. Under no circumstances shall a carrier bill a shipment as a capacity load if the equipment requested by the shipper, or provided by the carrier, fails to meet the definitions shown in paragraph 2 above. Additionally, it is both the shipper’s and carrier's (where practicable) responsibility to ensure the safe and efficient loading of freight (e.g., stacking items when appropriate, etc.) on the vehicle provided. Not more than one vehicle per shipment may be loaded to less than full visible capacity. The vehicle loaded to less than full visible capacity will be assessed charges as if it were a separate shipment.

4. The charge for each vehicle loaded to full capacity will be based on the truckload charge applicable to the equipment ordered and loaded.

5. Capacity load does not apply to straight trucks.

6. The application of capacity load will in no way restrict the contractors from adding additional freight to the equipment and should not be interpreted as a request for Exclusive Use of the vehicle.

CHAINS & BINDERS (CHN)

1. Carrier agrees that their rate includes chains and binders, etc., to protect and secure a shipment to ensure safe transportation for shipments moving on flatbed and specialized types of equipment.

2. Carrier will ensure that ten chain-and-binder sets and eight nylon straps with fasteners are included as standard equipment on all vehicles. A chain-and-binder set is defined as one chain and one binder. When a consignor requests additional chain and-binder sets and/or nylon straps with fasteners to secure a shipment, the consignor will advise carrier at the time of the request for transportation services. An additional charge of CHN(1) <See Schedule> is authorized for each additional chain-and binder set or nylon strap with fastener furnished. Consignor will annotate

the shipping document with the additional number of chain-and binder sets and/or nylon straps with fasteners in excess of those required as standard equipment.

DUAL DRIVER (CONTINUOUS LINE HAUL SERVICE) (EXD)

1 Dual Driver (Continuous Line Haul Service) consists of the immediate dispatch of a shipment in continuous line-haul service within legal parameters, to meet the delivery schedule required by the consignor or consignee to include additional or team driver(s) when necessary. Dual Driver (Continuous Line Haul Service) is not of itself an expedited shipment as described in the PWS.

2. To request Dual Driver (Continuous Line Haul Service), the shipper must annotate the shipping document accordingly. Notations such as “MDD” (Mandatory Delivery Date) or “DDD” (Desired Delivery Date) will not be interpreted as a request for Dual Driver (Continuous Line Haul Service).

3. The charge for Dual Driver (Continuous Line Haul Service) will be EXD (1) <See Schedule> 1 to 500 miles
The charge for Dual Driver (Continuous Line Haul Service) will be EXD (2) <See Schedule> over 500 miles

4. Failure to meet the MDD specified on the Shipping Document, with the exception of excusable delays identified in FAR 52.212-4 (f), will result in the contractor not being paid for Dual Driver (Continuous Line Haul Service).

DETENTION: VEHICLES WITH POWER UNITS (DEP)

1. Use this guidance when determining if detention charges are warranted at your operating locations. Detention charges are billed separately from the customary transportation charges and are assessed against the activity/installation considered responsible for causing the detention.

Example:

Carrier attempted delivery on a normal business day.

Consignee was closed for an unannounced down day (not posted in the TFG or in a customer advisory).

Redelivery charge will be at consignee expense which will be billed via the Power Track E-Bill process.

Note: Consignee shall enter into a Power Track trading partner arrangement with Menlo in order to be properly invoiced for such charges.

2. Detention Notification/Documentation:

a. Carriers will contact the coordinator to notify them of a potential detention situation (minimum information to request detention includes the following:

i. Bill of lading signed by US Government representative

ii. Location

iii. Time arrived loading dock/loading location

iv. Time departed loading dock/loading location

v. A detailed explanation, to include specific times and circumstances of the reason for detention) and applicable Transportation Officer (TO) contact information (name, contact phone number, etc).

b. The coordinator, in turn, will contact the responsible consignor or consignee TO or TO agent for assistance/authorization for detention prior to e-bill charges, and forward the minimum required documentation as outlined above. Receipt of this information is critical to ensure all facts surrounding the detention are known.

c. If the TO authorizes the detention, he/she will provide written documentation (e-mail to the coordinator within 24 hours) of authorized detention charge and appropriate line of accounting or Transportation Account Code (TAC) for the activity in a linked e-bill. If detention charges are not

- included in the original CBL, then a linked e-bill would be created to pay for the detention charges. Detention shall be billed for the vehicle only and not for each shipment on the vehicle.
- d. If the TO denies the detention, the TO will provide written (e-mail) justification to the coordinator and copy their assigned Service COR. The coordinator may request relief for denied detention requests from Service COR's, and subsequently DTCI PMO (PMO Contracting office), who is the final appellate authority on whether or not to pay detention charges (similar to the current exception rebuttal process). The PMO will coordinate this final decision with the Service COR.
3. When carrier's vehicle with power unit (straight truck, tractor-trailer combination, or dromedary box) is delayed or detained for loading or unloading on the premises of consignor, consignee, or other premises approved by them, and such delay or detainment is attributable to the consignor or consignee, the carrier shall allow free time for loading or unloading the shipment (or the combined weight of multiple shipments), as follows:

TYPE OF SHIPMENT(S) FREE TIME

- a. Vehicles loaded on Motor Vehicle Transport Trailers 1 hour
 - b. Vehicles loaded on flat-bed equipment 3 hours
 - c. Fully palletized shipments, 20,000 lbs. and over 2 hours (see para 7)
 - d. Carrier power-unit, driver and one towed vehicle 1 hour
- Actual weight in pounds per vehicle stop, not palletized, subject to paragraph 7
- e. Less than 3,000 lbs 1 hour
 - f. 3,000 lbs. but less than 10,000 lbs 2 hours
 - g. 10,000 lbs. but less than 20,000 lbs. 3 hours
 - h. 20,000 lbs. and over 4 hours
4. Free time shall begin from the time carrier's employee notifies a responsible representative of the consignor or consignee that the vehicle is in place, available and ready for loading or unloading (defined as backed up to a loading dock or adjacent to the load with doors open) and is within the consignor's/ consignee's normal operating or acceptance hours. Free time detention computation shall end when the vehicle is loaded and when the driver pulls away from the loading/unloading dock/location. Detention shall not be paid for time initially inspected, for time for pickup of documentation, or for final inspection.

NOTE: In the event of an installation exercise, unscheduled base closure, or increased security posture, TO's may consider authorizing carrier detention charges on a case by case basis for excessive wait time.

5. The computation of time outlined above is to be made within the operational hours (shipping) at the designated premises of pickup or delivery, except if a carrier or its representative is permitted to work beyond this period; such working time shall also be included. When loading or unloading is not completed at the end of the operational hours, time will be resumed at the beginning of the next work day, or when work the next day is actually begun by the carrier or its representative, if earlier.
6. When a trailer is both unloaded and scheduled for reloading, each transaction will be treated independently of the other.
7. A shipment will be considered "fully palletized" when at least 90 percent of the shipment weight (exclusive of pallet weight) is loaded on pallets.

8. If loading or unloading extends beyond the allowable free time, the charge will be DEP (1) <See Schedule> for each hour, or fraction thereof, that the vehicle is delayed beyond the allowable free time, until released by the consignor or consignee. Detention charges provided herein will be assessed during operational hours only.
9. The provisions of DEP will also apply when shipper or consignee requires that the tractor be disconnected from the trailer during loading or unloading, and parked elsewhere on the consignor or consignee premises, or when consignor or consignee directs that the trailer be left overnight and the tractor be parked at other than consignor or consignee premises, if not for carrier convenience.
10. If the material (boxes, crates, pieces, parts, etc.) comprising the non-palletized shipment is/are unloaded or loaded by pallet jack, fork lift, or other type of material handling equipment - without use of pallets – the free time allowed (not to exceed two (2) hours) will be one-half of the free time allowed for shipments not palletized. To be eligible for this exception, at least 90 percent of the weight must be loaded or unloaded in the manner described. Fully palletized shipments weighing less than 20,000 pounds will be allowed one-half the free time in 1(e), 1(f) or 1(g).

DETENTION: VEHICLES WITHOUT POWER UNITS (DET)

1. Based on a consignor or consignee's request, and subject to the availability of equipment, carrier may spot vehicles without power units (empty or loaded trailers) for loading or unloading on the premises of the consignor or consignee or on another premises designated by them.
2. When such trailers are delayed or detained for reasons attributed to the consignor or consignee, the shipment (or the combined weight of multiple shipments) being loaded or unloaded will be allowed 24 hours free time, as follows:
 - a. Free time will commence when the trailer is spotted for loading or unloading.
 - b. When any portion of the free time extends into a Saturday, Sunday, or holiday, the computation of free time will resume at 12:01 a.m. on the next business day which is not a Saturday, Sunday or holiday.
 - c. Free time shall not begin on a Saturday, Sunday, or holiday but at 8:00 a.m. on the next business day which is not a Saturday, Sunday or holiday.
3. When a trailer is both unloaded and reloaded, each transaction will be treated independently of the other. Free time for loading shall not begin until free time for unloading has elapsed.
4. DET will end when consignor or consignee notifies the coordinator's designated customer support point of contact by telephone, e-mail, or facsimile that loading or unloading has been completed and that the trailer is available for pickup. Such notification shall constitute release of carrier's equipment. Carrier shall then connect and pull the equipment off the installation within 2 hours.
5. DET will not apply if loading/unloading and carrier's notification has not extended beyond the Free Time. Carrier credits earned on equipment held cannot be used to offset debits chargeable on equipment waiting to be moved.
6. Charges for detention of vehicles without power units will be:
 - a. For each of the first and second 24-hour periods or fraction thereof that vehicle is detained beyond the allowable free time, the charge will be DET(1) <See Schedule> per 24-hour day or fraction thereof.
 - b. For each of the third and fourth 24-hour periods or fraction thereof that vehicle is detained beyond the allowable free time, the charge will be DET(2) <See Schedule> per 24-hour day or fraction thereof.

- c. For the fifth and each succeeding 24-hour period or fraction thereof that vehicle is detained beyond allowable free time, the charge will be DET(3) <See Schedule> per 24-hour day or fraction thereof.
7. There are certain US Government installations that have specific agreements for storing and relocating carrier equipment for loading and unloading and/or detention charges. Those agreements are not affected by this policy.

EMPTY MOVEMENT OF EQUIPMENT (EMT)

1. When required to support a DoD initiative and no suitable equipment is available, the consignor or an authorized COR may require a carrier to deadhead equipment immediately, regardless of its location, to a point of pickup. All deadhead miles traveled from point of dispatch to point of origin will be charged at a rate of EMT (1) <See Schedule> per deadhead mile per vehicle. Charges for deadhead miles must be supported by shipper or consignee endorsement on the shipping document identifying point of dispatch and short route mileage to point of pick up. Deadhead mileage will be based on short route miles.

2. Empty movement charges will not exceed contractor's lowest line-haul charge from the vehicle dispatch point to point of pickup for the same type of equipment. In instances when the contractor possesses a lower line-haul charge, the lower rate will supercede the EMT(1) rate on the schedule.

EXCLUSIVE USE OF VEHICLE OR DROMEDARY (EXC)

1. Exclusive Use of Vehicle or Dromedary (EXC) requires carrier to devote the vehicle or dromedary exclusively to the transportation of the shipment, without the breaking of seals or locks and without the transfer of lading for carrier's convenience.

2. To request EXC, shipper will annotate the shipping document as follows: "Exclusive Use of Vehicle/Dromedary requested by the Government. Do not break seals except in case of emergency or upon prior approval of the consignor or consignee. If found broken or if broken for emergency reasons, carrier to apply seals as soon as possible and immediately notify both the consignor and the consignee."

3. A request for EXC should not be understood as a request for Expedited Service or Dual Driver (Continuous Line Haul Service). If the latter services are desired, it must be requested explicitly. The annotation of a Mandatory Delivery Date (MDD) shall not be interpreted as a request for EXC.

4. When a seal or lock is removed by the carrier (due to emergency or upon prior approval of the consignee or consignor) the carrier will immediately relock or reseal the vehicle or dromedary. The carrier will annotate the shipping document with the new lock or seal number and the reason for removal of the original lock or seal. No freight will be added to the vehicle or dromedary except at the instruction of the consignee or consignor.

5. When a vehicle or dromedary not in EXC is sealed by either the shipper or the carrier for carrier convenience, the carrier may remove seals or locks to add other freight.

6. Line-haul charges for shipments in vehicles requiring EXC will be billed as a truckload, subject to truckload rates, minimum weights and/or charges.

7. Dromedary shipments requiring EXC shall not be partitioned.

8. The charge for EXC will be EXC (1) <See Schedule> per mile per vehicle or dromedary. The charges for EXC will not be assessed under any of the following conditions:

- a. When a vehicle is loaded to full visible capacity.
- b. When the applicable line-haul charge is based on a rate for minimum weight of 45,000 pounds, or the actual weight is 45,000 pounds or greater.

EXPEDITED SERVICE (EXP)

1. Expedited Service consists of the immediate dispatch of a shipment in continuous line-haul service within legal parameters, to meet the delivery schedule required by the consignor or consignee. See PWS for definition of Expedited Shipments.
2. To request EXP, Shipper must annotate the BL accordingly. Notations such as "MDD" (Mandatory Delivery Date) or "DDD" (Desired Delivery Date) will not be interpreted as a request for Expedited Service. The use of Dual Driver (Continuous Line Haul Service) (EXD) shall not be requested in conjunction with EXP to meet a Mandatory Delivery Date (MDD).
3. The charge for Expedited Service will be as annotated on the NTE Rate Schedule.

FURNISHING OF VEHICLES AND EQUIPMENT

1. Carriers shall furnish vehicles that are clean, odor free, and with all equipment necessary to safely transport the freight for which shipper has requested transportation, and shall be responsible for securing the cargo and protecting it from the elements.
2. If carriers furnish a vehicle that contains more equipment or exceeds the specifications necessary to safely transport the freight, this shall be considered done at carrier's convenience and at no additional cost to DoD. Freight charges will be assessed on the basis of the equipment ordered.
3. Equipment furnished for loading may be rejected by the shipper if, upon inspection, such equipment is considered unfit for the required transportation. In such cases, Vehicle Furnished Not Used (VFN) charges shall not apply.

LOADING - UNLOADING BY CARRIER (URC)

1. Except as otherwise provided, the rates provided do not include loading and unloading, which is ordinarily performed by the consignor and consignee. Loading and/or unloading service performed by carrier, unassisted by consignor or consignee, will be subject to a charge of:
URC(1) <See Schedule> per hundredweight, subject to a minimum charge of URC(2) <See Schedule>.
 - a. Charges will be based on actual weight handled. Consignor and/or consignee requesting the unloading service shall provide certification that the service was performed and indicate the amount of weight handled by the carrier.
 - b. Contractors are required to stack unpalletized freight at the tailgate of the vehicle; tailgate pickup/delivery is pickup/delivery that enables a forklift or materials handling equipment, with operator only to remove cargo to/from the tailgate of the Contractor vehicle.
2. A variety of engines may move under this contract. If a shipper ships an engine they do not want transloaded, they will annotate Exclusive Use (EXC) on the Shipping Document.

MOTOR SURVEILLANCE SERVICE (MVS)

1. Where Satellite Motor Surveillance Service (SNS) is not applicable, or inoperative, such as during carrier equipment failure, MVS may be used.
 - a. Carrier's driver or dispatcher will call the telephone number on the Shipping Document and provide vehicle location every eight (8) hours for MVS in addition to providing updated location to GTN and updated location on the contractor's website. Upon delivery, driver or dispatcher will call to confirm delivery in addition to providing updated status to GTN and the contractor's website.
2. To request MVS, shipper shall notify carrier in advance, and annotate the Shipping Document as follows: "Motor Surveillance Service Requested. Carrier to call 1-800-826-0794 [8] hours after shipment pickup and every [8] hours thereafter to provide shipment location. Carrier will place final call upon delivery at destination."
- 3 MVS is subject to a charge of MVS (1) <See Schedule> per mile, subject to a minimum charge of MVS (2) <See Schedule> per shipment.

PROTECTIVE TARPING (PTS)

1. Protective Tarping (PTS) **it is the responsibility of** the carrier to cover the shipment with tarpaulin(s) so as to protect the material. **The tarp must be fire and water resistant.**
2. To request PTS, shipper will annotate the shipping document: “TARPS AND TARPING REQUIRED.”
3. The charge for this service will be PTS (1) <See Schedule> per shipment. For shipments requiring more than one (1) vehicle, the charge shall apply to each vehicle used which requires tarping.

NOTE: For emergency situations when the contractor substitutes flatbed equipment in lieu of rollerbed trailers, tarping of each pallet must be completed. As the contractor substituted equipment of a lesser nature, at his discretion, the shipper will not be billed the tarping accessorial.

RELOCATION OF VEHICLE (RLS) (Applies only to trailers dropped by carrier for loading/unloading)
Carriers will provide RLS (trailer spotting) service, to move a vehicle from one platform doorway or shipping room to another, upon request of consignor or consignee. A charge of RLS (1) <See Schedule> will be assessed by the carrier for each relocation and must be supported by consignor’s or consignee’s certification on the shipping document that the service was requested and performed.

SATELLITE MOTOR SURVEILLANCE SERVICE (SNS)

Satellite Motor Surveillance Service (SNS) is normally utilized as a Transportation Protective Service used in the commercial truck movement of AA&E and Other Sensitive Material (OSM), **however due to operational considerations, SNS maybe requested and required on non-sensitive FAK shipments under this contract.** The purpose of the service is to provide the Defense Transportation Tracking System (DTTS) with automatic truck location reports every fifteen minutes, in-transit movement status changes, and emergency situation notification. DTTS uses satellite technology and twenty-four hour operations to execute its primary mission of in-transit Ordnance safety and security for all DoD shipments of AA&E and OSM by commercial truck within the Continental United States and Canada. Also supports a secondary mission of providing in-transit visibility of AA&E and OSM by hourly pushing its database to USTRANSCOMs Global Transportation Network (GTN) and Intelligent Road & Rail Information Server (IRRIS)

PART A: Shipper Requirements

1. When SNS is required on a DoD shipment, the shipper will notify the carrier in advance (48 hours or more if possible) and annotate the Shipping Document as follows: “Satellite Motor Surveillance Service (SNS) requested. In the event of SNS system failure, driver will immediately notify dispatcher who will contact DTTS at 1-800-826-0794. Driver must subsequently provide DTTS a telephonic location/status report every two (2) hours, with a final telephonic report upon delivery at destination, or secure holding area, whichever is closer.”

PART B: Carrier Requirements

1. New SNSV Qualification: (a) Present capabilities to DTTS Program Management Office (PMO) for review and determination of adequacy of capability for moving into a test phase, (b) Test-demonstrate ability to provide all the services specified in this rule to DTTS. Involves non-AA&E/OSM shipments in-transit from origin to destination traversing varying geographical conditions. At the discretion of DTTS, this process may entail several test movements. Test(s) will be conducted using the standard interfaces outlined in paragraph 8. below, (c) If testing is successful, DTTS PMO will immediately notify HQ SDDC Force Protection (ATTN: MTOP-JF) in writing that the newly tested carrier’s SNSV is approved for use.
2. A carrier truck newly equipped with SNS capability or re-equipped for maintenance or upgrade reasons must be registered and success fully tested with the DTTS Central Site prior to being included in the DTTS Cross References File of trucks authorized to transport DoD ordnance under SNS. Registration must include: (a) power unit (tractor) number, (b) satellite transceiver identification number (not to exceed 16 upper case ASCII alphanumeric printable characters), (c) the manufacturer, model year, and color of the power unit, and any other characteristics of the power unit to help DTTS successfully identify it to police in the event of an emergency. Before installation of new technologies that operate by the use as a remote signal on a carrier’s equipment, it must be tested and DoD HERO approved, prior to transporting shipments requiring DOD SNS. The carrier driver, when practicable, will position the DTTS message display unit in a manner that allows the shipping inspector or other designated shipper personnel to observe the “DTTS On” message without having to climb aboard the cab of the motor vehicle.

3. The SNSV employed by the carrier will maintain a separate mail box/transfer file to hold DTTS fifteen minute (routine) vehicle location reports and status messages. Data from all carriers utilizing the services of this vendor will be entered into one government mail box/transfer file for downloading by the DTTS. Data for any given satellite transmission destined for DTTS will be maintained on-line until successfully transferred by the DTTS central site computer. Emergency messages will be transferred immediately to DTTS in accordance with the procedures in paragraph 6. below. Data that has been successfully transferred to DTTS will be deleted from the DTTS mail box/transfer file by the SNSV.

4. SNS equipment installed on carrier vehicles, including the emergency alert feature, must provide 24-hour uninterrupted service, including two (2) means of communications, a working mobile communications unit, a citizens band (CB) radio unit or cellular telephone, between the driver and dispatcher while transporting a DoD shipment. In addition, each driver will be equipped with a remote panic button along with one receiver per vehicle (Effective July 31, 2003). An exception to this occurs when vehicles are in an authorized protected environment, such as a carrier terminal or military secure holding. Additionally, the carrier SNS monitoring station must be continually manned by a qualified individual capable of providing prompt professional assistance in response to DTTS inquiries when an SNS shipment is in-transit on one of its trucks. The carrier must also ensure that the SNSV provides continuous messaging and positioning service, including immediate notification of emergency button activations by drivers.

5. TRACKING PROCEDURES/REQUIREMENTS:

a. Enabling DTTS Service:

(1) Prior to beginning SNS for a shipment, normally when initially arriving at a shipment pickup point, the vehicle driver will enable DTTS tracking by transmitting a message alerting the carrier's SNSV to begin entering subsequent shipment location and status change message packets into the DTTS mail box/transfer file. Alternatively, this function may be performed by the carrier dispatcher or other carrier official.

(2) The SNSV will provide the driver with "on-screen" verification that DTTS service has been enabled. The driver will not send any other DTTS messages or depart a protected environment with a DTTS shipment until this verification has been received.

(3) The SNSV will report initialization of SNS service from the driver in the DTTS mail box/transfer file as a standard DTTS message using the "B" status message, para 7. below.

b. Loading DTTS Shipment. When loading any new shipment on the vehicle subject to DTTS tracking, the driver will send an "L" status message, para 7. below. The text portion of this message will include the shipment pickup point, shipment ID (CBL Number, etc.), trailer/drom number, origin, and destination, for each DTTS shipment being loaded.

c. Departing Protected Environment. Immediately upon departing origin or any other protected environment, the driver will provide DTTS with a "D" status message, para 7. below.

d. SNS Equipment/System Problems Enroute. In the event of SNS equipment or system failure while intransit, the driver will immediately notify his/her dispatcher, who will in turn immediately contact DTTS at 1-800-826-0794. The driver will subsequently provide DTTS a telephonic location/status report every two (2) hours, with a final telephonic report upon delivery at destination or an activity offering secure holding, whichever is closer. The defective transceiver will be removed from the DTTS database and will not be reinstated until repairs or replacements are made and the system tested (including emergency alerts) by contracting DTTS to verify the system is operational.

e. Changes in Shipment Status. After departing origin with a shipment, the driver will report any change in the shipment in-transit status (e.g., in carrier terminal, transferring the shipment to another vehicle, on a military installation, etc.) using one of the standard messages, para 7. below. Whenever a DTTS shipment is physically removed from a tractor while enroute, e.g., disconnecting a trailer from a tractor while in a military secure holding area, the driver will send a "C" status message, para 8 below.

f. Fifteen Minute Updates. At least one fifteen minute position report, which may include automatic status "P" reports, para 8. below, must be received whenever the shipment is departed from a protected environment, i.e., in "D" shipment status. While in authorized protected environments, it is the carrier's option whether to continue providing vehicle updates. SDDC has the right to request more frequent updates when operational requirements dictate.

g. In case of hi-jacking, DTTS has the capability and will change the positioning updates to five (5) minutes versus fifteen (15) minutes.

h. Carrier Terminal. Driver will send a "T" status message when entering a carrier terminal. DTTS assumes shipments that enter a terminal on a given vehicle may not depart on that same vehicle. Prior to departing a terminal with DTTS shipments, drivers will utilize the same procedures, above, as when picking up and departing origin.

This includes:

- (1) Enabling DTTS service.
- (2) Sending an "L" status message listing the terminal location and the shipment ID of all shipments on the vehicle, to include the BOL, trailer/drom number, origin and destination, subject to DTTS tracking.
- (3) Sending a "D" status message immediately upon departing the terminal.

i. Awaiting Offload. Upon arriving at the destination for a DTTS shipment, the driver will send an "A" status message, para 8. below.

j. Offload at Destination. When a DTTS shipment has been physically offloaded at destination, the driver will send an "O" status message, para 7. below.

k. Disable DTTS Service.

- (1) After the last DTTS shipment has been offloaded, the driver will immediately send a message alerting the carrier's SNSV to stop entering subsequent shipment location and status change message packets into the DTTS mail box/transfer file. Alternatively, this function may be performed by the carrier dispatcher or other carrier official.
- (2) The SNSV will provide the driver with "on-screen" verification that DTTS service has been disabled.
- (3) The SNSV will report this discontinuance of SNS service in the DTTS mail box/transfer file as a standard DTTS message using the "S" message status, para 7. below.

6. EMERGENCY MESSAGES. The driver will immediately report an emergency by pressing (with a single stroke) a vehicle equipped emergency button or remote panic button. This button must be located within easy reach of the vehicle driver or remote panic button located on their person. Total elapsed time, from pressing of the emergency button by the driver to SNSV notification to DTTS, shall not exceed 2 minutes.

a. The SNSV will immediately transfer any driver emergency message received to DTTS via automatic computer interface. Notification of the incoming emergency and attempted transfer to DTTS will simultaneously be passed to SNSV staff. As a back-up step, SNSV staff will immediately notify DTTS via telephone at 1-800-826-0794 if they determine the attempted automatic computer interface transfer was unsuccessful.

(1) The DTTS Operations Center IT staff will provide necessary login, password, and telephone numbers for computer interface.

(2) Computer interface will be accomplished using dialup line, async communication, meeting or exceeding 19.2k bps or a mutually agreed upon methodology. Messages will be transferred using, protocol that is mutually agreed upon.

(3) The cost of connecting to the DTTS computer by dial-up line will be borne by the SNSV.

a. Emergency messages will use the standard interface record layout, para 8. below, with a status code of "E".

If phone interface is used, the SNSV must provide all of the data elements specified in the standard record layout.

b. The carrier has primary responsibility for notifying POLICE in the event of an emergency.

c. If a driver wishes to test an emergency button, a "U" status message advising DTTS of the intended test should be sent to DTTS at least twenty (20) minutes prior to the emergency button being pressed. Alternatively, a telephone call may be made to the DTTS Operations Center, just prior to the button being pressed.

7. STANDARD INTERFACE. The SNSV will use the following standard interface structure to transfer driver messages and position reports to DTTS.

a. Communication. The SNSV will provide the capability for the DTTS computer to connect to the SNSV computer using a dialup line meeting or exceeding 19.2k bps asynchronous communication, or a mutually agreeable methodology. The cost of connecting to the SNSV computer by dial-up line will be paid by the government, except in cases where the SNSV elects to provide access via a toll-free line.

b. Handshaking. At SNSV discretion, preliminary handshaking may be required after DTTS has connected to the SNSV computer. This may include verification of a login/password provided by the SNSV and passing of a request to transfer data in the DTTS mail box.

c. File transfer protocol. Data will be transferred using transfer protocol, or such other protocol as that is mutually agreed upon.

d. Record layout. Status/position messages will be transferred as variable length records delimited by an ASCII LF (decimal 10). The field delimiter is a pipe ("|"). Following transfer of the last record in the mail box/transfer file, which will also be delimited by an LF, the SNSV will transmit an end of file marker (decimal 26). With the

exception of record and end of file delimiters, all data elements will consist of ASCII printable characters. Each record will use the following format:

Field Offset Length Picture Remarks

Transmitter ID 0 16 16X

Latitude 16 7 6N1A NOTE 1

Longitude 23 8 7N1A NOTE 2

Date/Time 31 14 14N NOTE 3

Reserved 45 12 12X NOTE 4

Shipment Status 57 1 1A NOTE 5

Text 58 60 60X NOTE 6

NOTE 1: First 6 bytes use format DDMMS. Last alpha character indicates either "N" (North) or "S" (South) Latitude, e.g., 390108N.

NOTE 2: First 7 bytes use format DDDMMSS. Last alpha character indicates "W" (West) or "E" (East) Longitude, e.g., 0960803W.

NOTE 3: Data (Greenwich Mean Time) of position report expressed in the format MMDDYYYYHHMMSS, e.g., 08151988091533 = August 15, 1988, 09 hours, 15 minutes, 33 seconds (GMT).

NOTE 4: Reserved for future use, e.g., sensor status readings.

NOTE 5: Current status using following codes:

B = Begin Tracking (Text message not permitted) This packet provides an audit trail of the date/time the driver implements the requirement in Part D, paragraph 5 above to begin sending data to the DTTS mailbox. L = Loading New DTTS Shipment. The text portion of this message will include the shipment pickup point, shipment ID (BOL, etc.), trailer/drom number, origin, and destination, for each DTTS shipment being loaded. data packet, If this exceeds space provided for one text message, submit as many additional status "L" message packets as necessary. D = Departing Protective Environment. Used to provide notice of departure from a military/commercial activity, carrier terminal, or other protected environment where the previous shipment status would have been L, T, M, A or O. Status code D places the shipment into a movement status for DTTS tracking purposes, and hourly position reports are required (Text message optional).

P = Current Position. (No text message) This packet may be preprogrammed by the SNSV to automatically generate location data at the required 1 hour interval. The position reported must be within one quarter mile of the actual vehicle location.

T = Carrier Terminal. In text portion of data packet, provide location of terminal, area code, and phone number the DTTS staff can use to obtain further information, if necessary.

C = Changing Equipment. Whenever DTTS shipments are transferred to (a) different tractors(s), provide the identification number(s) of the new tractor(s) and each Shipping Document (CBL, etc.) transferred to that (these) new tractor(s). Example: "800, C22222201." If this exceeds space provided for one text message, submit as many additional status "C" message packets as necessary. (The driver of a tractor receiving a DTTS shipment will follow procedures in paragraph 4. (a) (1) above, while the driver of a tractor terminating a DTTS shipment will follow procedures in paragraph 4. (j) above.)

U = Unusual Delay/Other.

(1) Unusual Delay - explain reason in text portion of message packet and give exact location – truck stop, shop name, etc.

(2) Other - provide information such as estimated time of arrival at destination which is not covered under other status message packets, or explain an emergency situation message.

M = Military Secure Holding. In text portion of data packet, provide activity name, area code and phone number the DTTS staff can use to obtain further information, if necessary. Indicate whether the load remains with the vehicle or is offloaded. Upon departure, enter number on the Shipping Document that are still on the vehicle.

A = Arrived at Activity and Awaiting Off load. This status code should be sent only if the arriving truck already has a DOD ordnance shipment on it being transported under SNS. In text portion of data packet, provide activity name and, if a commercial activity, an area code and phone number through which the driver can be reached.

O = Offload. In text portion of data packet, provide activity name and each GBL delivered to that activity. If this exceeds space provided for one text message, submit as many additional status "O" message packets as necessary.

E = EMERGENCY Situation. No text message. This message packet is automatically generated when the single stroke emergency button is pressed in the truck. When the SNSV receives the message, it will immediately be passed to the DTTS using procedures in paragraph 5. above.

S = Stop Tracking. (text message not permitted) This packet provides an audit trail of the date/time the driver implements the requirement in paragraph 4. (j) above to stop sending data to the DTTS mailbox.

NOTE 6: If there is no text field, record should be terminated by a record delimiter or end of file delimiter, as appropriate, at this offset. If the text message is less than 60 characters, trailing spaces should be truncated and the record delimiter should follow the last valid character.

Legend: A = Alpha character, A to Z (upper case ASCII printable character). Left justified, space (decimal 32) filled.

N = Numeric character, 0 to 9, (ASCII printable character). Right justified, zero filled.

X = Alpha numeric character, 0 to 9/A to Z (upper case ASCII printable character). Left justified, space (decimal 32) filled.

8. Message packets with status of B, L, D, T, C, U, M, A, O or S will be accumulated in the DTTS mail box/transfer file as they occur. Message packets with status of P will be entered hourly, with no more than one per hour - the most recent. Message packets with status of L, T, M, A or O place the shipment in a non-movement status in a protected environment. Fifteen minute updates with status of P are not required again until after the driver sends a status of D, Departing Protected Environment.

9. Normal message traffic (i.e., all records with status not equal to status of E) will be entered into the SNSV DTTS file which will be downloaded by the DTTS every 15 minutes or more often if mutually agreeable. This will be accomplished using XMODEM file transfer protocol, or such other protocol as may be mutually agreeable. Transmission will be at a minimum of 2400 BPS. Communications cost of data transfer to the DTTS will be borne by the Government, unless the SNSV elects to pay for such transmissions in order to improve services.

10. Driver initiated messages other than those identified in paragraph 6. above will not be placed in the SNSV DTTS mail box/transfer file.

11. Dedicated Lines. When the number of vehicles being actively tracked by DTTS through a single SNSV consistently averages in excess of 100, the SNSV will be responsible for procuring, installing, and paying usage costs for a conditioned, dedicated line of at least 2400 bps between the DTTS central site computer and the SNSV computer. At such time, the SNSV and the DTTS Program Manager may mutually agree to establish a non-standard interface in an effort to speed up processing of data received, as long as this interface provides the same message information as would be received using the standard interfaces for new SNSVs in paragraph 6. above. Neither party is obligated to agree to a custom interface. Such interfaces must be agreed upon in writing and thoroughly tested prior to implementation.

12. The charge for this service will be SNS (1) <See Schedule> per mile, subject to a minimum charge of SNS (2) <See Schedule>.

STOP-OFF IN TRANSIT (SOC)

1. Stop-off in transit service (SOC) consists of stops between origin and destination to complete loading and/or to partially unload DOD shipments. SOC used for contractor or carrier convenience will not be subject to any additional charge.

2. When requested by the shipper, the carrier will provide stop off service to partially load/unload.

3. For a SOC directed by the shipper that is contraire to the contractor's optimal transportation solution, the contractor may charge for:

a. Circuitous Routing. The contractor is entitled to: SOC(1) <See Schedule> for excess mileage when the mileage traveled to support the shipment exceeds the direct applicable mileage from origin to destination.

b. Stop-off Charges. The charge for SOC will be SOC(2) <See Schedule> for each stop, excluding the initial pickup and the final delivery.

STORAGE (SRG)

1. Freight held in Contractor's possession because of an act or omission of the consignor or consignee, or for customs clearance, or inspection, or for any reason attributed to action by consignor or consignee, must be stored by the Contractor, subject to the following provisions and rates. The Contractor must not apply storage rates to astray and/or damaged freight. The Contractor may not apply storage rates for shipments presented for delivery prior to

the Mandatory Delivery Date, unless the receiving activity was notified in advance of the availability for early delivery and agreed to accept the shipment on a specific earlier date.

2. Before Contractor can start assessing storage rates he must contact the shipper/receiver for redelivery or reconsignment of the shipment. Storage rates may not be assessed sooner than 24 hours after the Contractor has contacted the receiver for redelivery instructions. Storage rates under this item must end when the consignor or consignee, or customs official advises the Contractor to deliver or transport the freight.
3. The Contractor must notify shipper and receiver in writing of the commencement of storage rates for shipments in the possession of the Contractor.
4. Follow-up written notification must be made after the 30th day of storage, and every 30 days afterwards, until the shipment is delivered.
5. No storage rates will be assessed when delivery cannot be accomplished due to riots, acts of God, the public enemy, the authority of law, the existence of violence or such possible disturbance, as may tend to create reasonable apprehension of danger to persons or property.
6. The Contractor must not sell DOD freight to satisfy storage or other transportation charges nor must the Contractor place DOD freight in a public warehouse.
7. Seizure of Cargo: The Contractor agrees that it shall not assert any type of lien on any property shipped under this contract. The Contractor further agrees that it shall not take any action to seize, arrest, hold, or otherwise detain any shipment through any judicial process in the United States or through any other means whatsoever.
8. Freight stored in the Contractor's possession, until such time as Contractor has been notified as specified above, will be subject to the following charges:
 - a. Shipments weighing less than 10,000 pounds will be subject to SRG of SRG(1) <See Schedule> per day per shipment, subject to a minimum charge of SRG(2) <See Schedule> per shipment.
 - b. Shipments weighing 10,000 pounds or more will be subject to SRG of SRG(3) <See Schedule> per day per shipment, subject to a minimum charge of SRG(4) <See Schedule> per shipment.
9. Rates for storage must be billed and submitted separately, and not included on the Shipping Document. Rates for storage must be billed directly to shipper or receiver responsible for ordering services.
10. No storage charges are allowable for freight held for the convenience of the contractor.

VEHICLES FURNISHED BUT NOT USED (VFN)

1. When a carrier, upon shipper's request, furnishes a vehicle and through no fault of the carrier the shipper cancels loading/movement of the vehicle, the carrier will be entitled to a charge of VFN(2) <See Schedule> per incident for each vehicle furnished and not used. This flat charge may not exceed the line-haul transportation charges applicable from the scheduled loading point to scheduled destination.
2. Claim for collection of charges under VFN shall be supported by shipper's certification of cancellation.
3. VFN charges will not apply when:
 - a. A vehicle is rejected by the shipper upon inspection that such equipment is considered unfit for the required transportation.
 - b. Trucks cancelled by the government four hours or more prior to scheduled pickup shall not be charged an accessorial fee.
 - c. Carrier is inbound with a loaded trailer which is scheduled for outbound loading from the same installation.
4. Claim for collection of rates under this item must be supported by shipper's certification of cancellation. Charges and documentation must be submitted within 5 working days after receipt of shipper's certification of cancellation.

AIR

AIR OVERSIZED FREIGHT (520)

1. Consignor must make advance arrangements with the contractor to transport the following oversized shipments:
 - a. Piece(s) which exceed 125 inches in length and/or prevent other freight from being loaded on the same pallet(s) because of special tie-down requirements.
 - b. Piece(s) which exceed 88 inches in width but are less than 125 inches in width and/or prevent other freight from being loaded on the same pallet(s) because of special tie-down requirements.
 - c. Piece(s) which exceed 59 inches in height.
 - d. Piece(s) which exceed 300 inches in length and girth combined shall be defined as an oversized shipment.

Note: Advance notice for next day delivery service: Shipper must notify the contractor for oversized air shipments. This is to allow the carrier time to load plan and space block the shipment. Shipper should contact the contractor's customer service team at 1-800-301-8175 to relay requirements.

2. If transportation for such shipments will be provided on pallets (width 88 inches, length 125 inches), carrier will not assess a rental charge for the use of the pallets.

3. Charges: (stated in whole percents only)

On shipments of oversized freight, as described in paragraph 1a-1d above, carriers will be entitled to a surcharge of 520(1) <See Schedule>.

4. Oversized freight shipments will allow for an additional (1) day of transit time unless otherwise agreed to by the shipper and the coordinator.

NOTE: If shipper requests same day or next day delivery (EXP) on oversized freight and it exceeds the parameters outlined above, the contractor will notify the shipper of the issue and of the additional 1-day transit time (if required). In the event of an OD/OW EXP shipment, the coordinator is required to provide a cost estimate for the shipper to make determination as to whether or not to proceed or to adjust the MDD.

RAIL

Other services may be required to affect successful rail movements of freight to satisfy the requirements of the consignor and/or consignee or overcome infrastructure and/or equipment and manpower limitations. Such other services may include but are not limited to the contractor providing a switch engine at origin and/or destination, providing portable ramps at origin and/or destination, securing and releasing loads, etc. In instances where services such as these are requested or required, the contractor shall notify the DTCI PM and the Contracting Officer of the circumstances and settle upon a pre-negotiated and agreed upon rate or fee for providing the services prior to the commencement of action.

DEMURRAGE (STRAIGHT) (DEM)

The following demurrage rules and charges apply on all traffic at all points of participating carriers.

- a. NOTICE OF ARRIVAL. Notice of arrival shall be sent or given by the railroad to the consignee or party entitled to receive same within 24 hours, exclusive of Saturday, Sunday or holidays, of arrival of shipment at destination or hold point. The notification shall include car initials and number, commodity, points of shipment, and hold point if car is constructively placed short of the billed destination. When the required notice of arrival is not sent or given within the prescribed 24 hours after arrival, time will be computed from the first 7:00 AM after such notice was actually sent or given.
- b. FREE TIME. Free time will be computed from the first 7:00 AM after actual or constructive placement has been made. Computation of free time will not begin until after the MDD as stated on the shipping document. Saturday, Sunday and holidays will be excluded in computing free time. Free time will be allowed for each car as follows:
DEM (1) <See Schedule> hours for loading.
DEM (2) <See Schedule> hours for unloading.
- c. DEMURRAGE CHARGES. After expiration of free time, the following charges per car per day or fraction thereof will be assessed until car is released.
DEM (3) <See Schedule> for each of the first four days.

DEM (4) <See Schedule> for each of the next two days.

DEM (5) <See Schedule> for each subsequent day.

d. END OF DEMURRAGE.

(1) Demurrage will end when the consignor or consignee notifies authorized personnel of the railroad, either by telephone or electronic message, that the car has been loaded or unloaded and available to the railroad. Information given must include the identity of the consignor or consignee, party furnishing the data and car initial and number, with recording of such information being maintained by the railroad, including date and time of receipt and identity of party receiving the information. This recorded date and time will govern the release of the car.

(2) When the consignor or consignee cannot furnish the required information because of authorized personnel of the railroad not being on duty to accept the information, the consignor or consignee will have until 9:00 AM of the next day on which the railroad has such personnel on duty to furnish advice as to when the car was made available and the car will be considered released at the date and time it was loaded or unloaded and made available to the railroad.

e. UNLOADING AND RELOADING OF SAME CAR. When the same car is unloaded and reloaded, each transaction will be treated as independent of the other. Free time for reloading shall not begin until the first 7:00AM after unloading is completed and notification is given the railroad in accordance with paragraph d of this item.

f. GOVERNMENT SWITCHING OF CARS PLACED ON INTERCHANGE TRACKS. On loaded or empty cars for delivery on interchange tracks where the Government or contractors for the Government perform the switching service, time will be computed from the first 7:00 AM after actual or constructive placement on such tracks and continue until the cars are returned to the same or another interchange track and advice is given in accordance with paragraph d of this item.

g. RAILROAD FURNISHED CAR (S) IN LIEU OF CAR (S) ORDERED. When two or more cars are furnished by a railroad for its convenience in lieu of the car(s) ordered, demurrage will be applied only on the basis of the car(s) ordered.

h. GOVERNMENT CARS ON PRIVATE TRACKS. Government owned or leased cars on government owned tracks or government owned or leased cars on government contractor owned tracks will not be subject to demurrage charges.

i. GOVERNMENT CARS ON RAILROAD TRACKS. When Government owned cars are kept on railroad owned tracks for the convenience of the railroads, the detention directly chargeable thereto will be eliminated in computing demurrage. Government owned cars kept on railroad owned tracks at the request of the shipper or consignee will be subject to demurrage charges provided in this item.

j. STRIKE INTERFERENCE. When it is impossible to load or unload or receive cars from or make available to a railroad because of strike interference at the point where loading or unloading is to be accomplished, the following will apply:

(1) Detention from the first 7:00 AM after such interference begins until the first 7:00 AM after interference ceases will be excluded from computing time and charges, provided a written claim is submitted to the railroad within 30 days of the date the interference ceases.

(2) The detention both before and after the period of interference will be consolidated into one period of detention.

k. BUNCHING.

(1) A situation when railcars are accumulated in excess of those ordered for the purpose of loading or unloading, or when railcars are gathered in quantities that exceed the capacity of the tracks and unloading facilities, it creates a condition known as bunching.

(2) When by reasons of delay or irregularity in filling orders, or as the result of an act or neglect of the railroad or because of weather interference described in paragraph l below, cars are bunched and placed for loading or unloading in accumulated numbers in excess of the daily placing as ordered or in excess of the number daily received, the Government will be allowed such free time for loading or unloading as it would have been entitled to had the cars not been bunched.

(3) A claim in writing within thirty days (30) of receipt of demurrage bill must be presented to the railroad, certifying initial and number for each car in the bunching claim.

l. WEATHER INTERFERENCE. When because of severe weather conditions, floods, earthquakes, hurricanes or tornadoes and conditions in the area are such that it is impossible to load or unload, the detention directly chargeable thereto will be eliminated in computing demurrage, provided the consignor/consignee advises the railroad of the nature and duration of the weather interference at or prior to the time car is released.

EMPTY CARS ORDERED BUT NOT USED (ECS)

1. Where empty cars are placed or spotted on orders but not used in transportation service, a charge of ECS (1) <See Schedule> per car will be assessed and this charge will be in addition to all other charges.

2. The provisions of this item are not applicable on cars placed for the convenience of the carrier, or on cars refused, or due to the defective or unfit condition of cars for loading.

IDLER CAR (IDC)

Shipments which because of length require one or more idler cars will be subject to a charge of IDC (1) <See Schedule> per idler car, in addition to all other applicable transportation charges.

LOADING AND UNLOADING

1. Consignors must load all cars, trailers, and containers in accordance with the loading rules contained in Association of American Railroads "Open Top Car loading Manual;" AAR Circular 42-G, Loading of Carload Shipments in closed cars, or other appropriate AAR commodity loading publications and revisions thereof (see TEA PAM 55-19 edition 6 or most current version, available at: <http://www.tea.army.mil/pubs/Deploy.asp>); or as approved by rail carriers involved. All unused secure devices must be returned to and stored in the same car from which removed and devices must be secured.

2. Consignee, to complete unloading, must remove all lading, non-railroad owned dunnage, blocking, bracing, strapping, and any other non-railroad owned material that was part of the inbound shipment and secure interior equipment. Consignee is required to return and secure to same car all railroad owned secure devices removed to complete unloading, securely lock all bulkhead doors, and close all exterior doors and hatches.

MILEAGE ALLOWANCE

The mileage allowances set forth in Mileage Allowances and Rules Tariff, STB RPS 6007-Series (PHJ Series), issued by RAILINC, agent will be the minimum allowances accepted by the Government from the contractor for use of Government owned rail cars, with the following exception:

If cars lettered DODX, USAX, USNX, or DAFX are used the following, provisions apply to cars in the listed number series:

- a. Mileage allowances shall be paid for all movements, loaded or empty, which generate revenue for the carrier.
- b. Mileage allowances shall be paid at the specified rate in US dollars, regardless of where the mileage is accumulated.
- c. Mileage allowance shall be paid per actual revenue mile as follows:

CAR SERIES	\$ Per Mile	Type of Cars
900-905	\$0.50	Cabooses
20000-29499	\$0.30	Box Cars
29500-29508	\$1.00	Refrigerator Cars
29509-29999	\$0.30	Box Cars
30000-35999	\$0.50	Flat Cars, Varied
36000-36999	\$1.00	Flat Cars, Refrigerated Containers
37000-39999	\$0.50	Flat Cars, Varied
40000-40999	\$0.376	68 ' Flat Cars, chain tie-down, COFC
41000-49999	\$0.30	Flat Cars, Chain tie-down, COFC

SUBSTITUTION OF FREIGHT CARS

1. When a car order is placed by transportation officer and the contractor and/or rail carrier is unable to furnish a car of the length and/or capacity ordered, the contractor and/or rail carrier, for its own convenience, may substitute a car of greater length and/or capacity; or may substitute two or more cars which equal or exceed the length and/or capacity of the car ordered. The cars replacing those ordered must contain the same equipment, i.e., with chain tie-down devices, as the cars originally ordered. For example, if a transportation officer orders two (2) 89-foot flatcars with chain tie-down devices, a rail carrier, for its own convenience, may substitute three (3) 60-foot flatcars with chain tie-down devices; or, as another example, a rail carrier may substitute two (2) 89-foot flatcars in lieu of one (1) bi-level car ordered. The freight charges will be assessed on the basis of the car(s) ordered.

2. In order to differentiate between cars which are furnished for substitution and cars which are furnished to order, the consignor will annotate on the Shipping Documents both the size of the car(s) ordered and the size of the car(s) furnished. When shipments are to be made in closed cars exceeding 4,150 cubic feet capacity, both the length and

cubic capacity of the car(s) ordered and the car(s) furnished will be shown on the Shipping Documents. The substituted cars will be designated on the bill of lading by car numbers.

WEIGHT ALLOWANCES - RAIL

1. Dunnage.

- a. The term "Dunnage" includes any temporary blocking, flooring, lining, racks, standards, strips, stakes or similar bracing or supports which do not constitute a shipping package or container and which is not part of the conveyance. Dunnage, when required to protect and secure shipments for transportation, must be furnished and installed by the shipper at shipper's expense.
- b. The gross weight of the shipment and the actual dunnage weight must be stated separately on the SHIPPING PAPERS by the shipper.
- c. When shipments are loaded in closed rail cars or on open rail cars (other than shipments in MILVANS, trailers or containers), an allowance will be made for actual weight of the dunnage, but not to exceed 2,000 pounds per each car in the shipment.
- d. When shipments are loaded in MILVANS, or in trailers/containers on flat cars (TOFC/COFC), an allowance will be made for actual weight of the dunnage, but not to exceed 500 pounds per each MILVAN, trailer, or container.
- e. Any weight of dunnage in excess of that stated in paragraphs 1c and 1d above will be assessed at the rate applicable to the article being transported. If mixed shipment, the weight of any excess dunnage will be assessed at the rate applicable to the lowest rated article in the shipment.
- f. The term "Dunnage" does not include excelsior, hay, sawdust, shavings, shredded paper, straw, packing cushions or pads or similar packing material.
- g. No allowance will be made for dunnage used in connection with bulk freight in closed cars.

2. Pallets.

- a. The term "Pallets" includes pallet sides, platforms, risers, runners, skids, fillers, separators, shrouds, covers, deck boards, metal braces, collapsible shipping bins, racks or shipping devices, used, iron or wood or iron and wood combined.
- b. The gross weight of the shipment and the actual pallet weight must be stated separately on the Shipping Documents by the shipper.
- c. When shipments are loaded in closed rail cars or on open rail cars (other than shipments in MILVANS, trailers, or containers), an allowance will be made for actual weight of the pallets, but not to exceed 2,000 pounds per each car in the shipment.
- d. When shipments are loaded in MILVANS, or in trailers/containers on flat cars (TOFC/COFC), an allowance will be made for actual weight of the pallets, but not to exceed 800 pounds per each MILVAN, trailer or container, subject to a maximum weight allowance of 2,000 pounds per each car in the shipment.
- e. Any weight of pallets in excess of that stated in paragraphs 2c and 2d above will be assessed at the rate applicable to the article being transported. If mixed shipment, any weight in excess thereof will be assessed at the rate applicable to the lowest rated article in the shipment.
- f. When material not part of the pallet is used to protect top of lading or secure the load of the pallet, allowance will be made for the weight of the pallet, but not for the weight of such material.

AIR FORCE SHIPMENTS ONLY

ESCORT/FLAGMAN/TELEPHONE SERVICE (MES/MEN/MET)

1. When an escort vehicle or a flagman is requested by the shipper or required by a regulatory agency, the charge shall be:
 - a. MES (1) <See Schedule> per mile per escort vehicle/flagman, subject to a minimum charge of MES (2) <See Schedule> per escort vehicle/flagman. These charges shall apply only for the mileage for which the requirement exists which may not necessarily be the same as the mileage from the shipment's origin to its destination.
 - b. When movement hours are restricted by a regulatory agency, carriers may include an overnight subsistence charge of MEN (1) <See Schedule> per night per flagman and/or escort vehicle driver, when applicable.
 - c. When an escort vehicle or flagman is furnished by the state, county, or municipality, the carrier will advance the required charges for subsequent reimbursement from DOD.
2. When requested by the shipper or consignee, mobile telephone(s) or two-way radio(s) will be furnished by the carrier at a charge of MET (1) <See Schedule> for each vehicle so equipped.

EXTRA LIGHTS - OVERDIMENSIONAL LOADS (ELS)

When a state regulatory agency requires that lights, flashing or not flashing, be placed on an overdimensional shipment, a charge of ELS (1) <See Schedule> per vehicle will apply.

OVERDIMENSIONAL FREIGHT SERVICE (520) MOTOR

1. A shipment is overdimensional when it contains one or more non-divisible articles, any of whose dimensions exceed:

- Length 576 inches (48 feet)
- Width 102 inches (8 feet 6 inches)
- Height (see para 5) 162 inches (13 feet 6 inches)

2. Overlength dimensional charges will not be assessed for interstate or intrastate movements, when the gross length dimensions of the tractor and loaded semi-trailer combination are within the maximum gross length for such equipment combination on interstate and federally designated highways or other state highways and supplemental routes.

3. a. Overdimensional Charges. The overdimensional charges will apply only within those states that assess a permit fee for the overdimensional load. When a shipment is overdimensional in more than one dimension, the overdimensional charge of only one of the dimensions (the one producing the highest charge) will apply. In no case will overdimensional charges be assessed on more than one dimension.

b. Permits and Bonds. When a special permit or bond is required by any state, county, or municipality because of the overdimensional nature of the shipment, and the carrier obtains such permit or bond at the request of the shipper, the carrier will advance the charges so incurred for subsequent reimbursement from the Government.

c. Tolls and Fees. Tolls or fees for access to bridges, ferries, highways, or tunnels, which are incurred by the carrier because of the overdimensional nature of the shipment, shall be advanced by the carrier for subsequent reimbursement from the Government.

4. a. Overwidth Charges. Minimum Charge: 520(1) <See Schedule>

Article Width (in inches)		Charges per Mile
Over	Not Over	
102	108	520(2) <See Schedule>
108	120	520(3) <See Schedule>
120	132	520(4) <See Schedule>
132	144	520(5) <See Schedule>
144	156	520(6) <See Schedule>
156	168	520(7) <See Schedule>
168	180	520(8) <See Schedule>
180	204	520(9) <See Schedule>
204		520(10) <See Schedule> per foot or fraction thereof on that portion over 17 feet wide, plus the charge per mile in 520(9)

b. Overlength Charges. Minimum Charge: 520(11) <See Schedule>

Article Length (in inches)		Charges per Mile
Over	Not Over	
576	600	520(12) <See Schedule>
600	660	520(13) <See Schedule>
660	720	520(14) <See Schedule>
720	780	520(15) <See Schedule>
780		520(16) <See Schedule> plus 520(17) <See Schedule> per foot for that portion over 65 feet long.

c. Overheight Charges. Minimum Charge: 520(18) <See Schedule>

Article Height (in inches)		Charges per Mile
Over	Not Over	
162	168	520(19) <See Schedule>
168	174	520(20) <See Schedule>
174	180	520(21) <See Schedule>
180	192	520(22) <See Schedule>
192	204	520(23) <See Schedule>
204		520(24) <See Schedule>

5. Dimensions are measured from the ground to the top of the article after loading

OVERDIMENSIONAL AND OVERWEIGHT PERMIT CHARGES

This contract will not maintain the ever-changing tables containing the costs and other requirements of each state regarding permits for overdimensional and overweight shipments. DoD will reimburse carriers for the costs of such permits. For audit purposes, carriers must retain the valid receipts and any other documentary evidence to support these claims.

OVERWEIGHT PERMIT SHIPMENTS (PER)

1. An overweight shipment consists of any non-divisible article which exceeds 48,000 pounds (45,000 pounds when loaded on lowboy equipment) which is assessed an excess weight permit charge for each state transported from, to, or through.

2. a. Line-haul charges will be determined from rates contained in the applicable agreement between contractor and carrier, but not greater than the applicable NTE rate.

b. The carrier shall advance and then claim reimbursement for the following costs incurred as a result of an overweight shipment:

- (1) Tolls and fees for access to bridges, ferries, highways, or tunnels;
- (2) Any special permits or bonds required by any city, county, state, or municipal agency.

3. A charge of PER (1) <See Schedule> per mile shall be allowable for overweight shipments, subject to a minimum charge of PER (2) <See Schedule>

RESTRICTED SPEEDS (RSS)

The shipper or a state, county, or municipality may restrict the carrier to speeds below normal operating speeds, because of unusual characteristics of a shipment, by specifying this requirement on the Shipping Document or by

other specific written instructions when offering the shipment to the carrier. The carrier will comply with such restricted speeds insofar as possible.

<u>Restricted Speed</u>	<u>Rate Per Vehicle Per Mile</u>
20 mph or less	RSS(1) <See Schedule>
21 to 25 mph	RSS(2) <See Schedule>
26 to 35 mph	RSS(3) <See Schedule>
36 to 40 mph	RSS(4) <See Schedule>
41 to 46 mph	RSS(5) <See Schedule>