

Attachment 1

PERFORMANCE WORK STATEMENT
FOR
GLOBAL PRIVATELY OWNED VEHICLE
(POV) CONTRACT (GPC) IV



Version 7 - Effective 15 July2022

1. DESCRIPTION OF SERVICES

1.1. Background / General. The United States Transportation Command (USTRANSCOM) manages Department of Defense (DoD) sponsored shipments of privately owned vehicles (POVs) belonging to military service members and DoD Civilian employees. This requirement is for complete transportation and storage services as detailed in this Performance Work Statement (PWS).

1.2. Scope of Work. The contractor shall provide sufficient personnel, supervision, training, and equipment necessary to perform all tasks as identified in the PWS for shipments and storage of POVs globally in accordance with the Defense Transportation Regulation (DTR), Joint Travel Regulations (JTR), and all applicable regulations. The contractor shall assume all responsibility, liability, and costs for receipt/delivery, processing, and transportation of the POV from point of receipt to final delivery. The contractor's responsibilities include, but are not limited to: (1) operating multiple vehicle processing centers (VPCs), preparing POVs for shipment, and ensuring all necessary agriculture and customs clearances are accomplished; (2) arranging for and/or providing inland and ocean transportation of the POVs between VPCs and other worldwide designated or directed locations; Contractor shall ship POVs IAW the entitlement. Consignment corrections and their associated costs shall be the responsibility of the contractor; (3) providing In-transit Visibility (ITV) of POV shipments; (4) storage of POVs in support of Permanent Change of Station (PCS), deployment, mobilization and unit move orders; (5) resolving POV inconvenience, loss, and/or damage claims; and (6) Ability to accept converted government paid POV storage to the contractor's commercial account upon Service Head Quarters' (HQ) determination.

1.3. Contractor Duties

1.3.1. Contractor Transition

1.3.1.1. The contractor shall take all actions necessary to ensure a smooth transition of POV operations at the beginning and end of the contract. The contractor shall meet all transition requirements to include the transfer of POVs (VPCs and storage) as well as active paper and electronic files in accordance with Appendix F. For both phase-in and phase-out transition, the contractor shall transition all VPC and storage facilities/operations by the contract start date unless otherwise directed by the Contracting Officer. Problems encountered in the transition of operations shall be reported to the Contracting Officer for resolution.

1.3.1.2. The Contractor shall follow the detailed transition plan submitted with its proposal and approved by the Government during source selection. Unanticipated changes to the transition plan may be required and will require a revision to the plan unless determined by the Contracting Officer to be minor. A contract modification will not be required for a change to the transition plan or schedule unless such changes would result in additional contract costs. The Contractor will submit a revised plan within 5 business days of a Government directed change, or as soon as possible for a Contractor requested change, to the CO. The CO will have 5 business days from the date the transition plan was provided to review and approve or return the transition plan to the Contractor for clarification or changes. The Government Program Manager (PM) will coordinate any changes to the transition plan or schedule with the CO prior to approval. The Contractor shall accomplish transition activities in a manner that will result in minimal disruption to existing operations. Note, the most recent approved transition plan remains in effect until a new one is approved.

1.3.1.3. Post Award Conference. Within 14 days after contract award, the Contractor shall attend a contract post- award conference, hosted by the Government held at Scott AFB, IL. This meeting will be held to facilitate introduction of the key members of the Government and Contractor staffs; to review contract requirements; review the transition plan/schedule; and to address any other areas deemed necessary.

1.3.2. Contractor Liability

1.3.2.1. Contractor shall be liable for all loss and/or damage to POVs from the point of POV turn-in until POV delivery to the customer unless caused by acts of God, acts of the public enemy, acts of public authority, or inherent nature or vice of the

cargo. For the contractor to claim any exemptions, the contractor must prove it was free from negligence. This strict liability remains in place regardless of whether the contractor transports POVs via private contract or transports using a USTRANSCOM contract as an authorized user.

1.3.2.2. The contractor shall deliver the POV in the same condition as tendered by the customer. The contractor will be liable for the repair or replacement of an inoperable subsystem or mechanical component of a vehicle if the claimant can prove by a preponderance of the evidence that the subsystem or component is inoperable primarily because of damage that occurred because of improper handling, negligence, or misuse while the vehicle was in the custody of the contractor or of one of its subcontractors. If the POV is damaged or lost, the contractor is liable for loss and/or damage of the POV up to the fair market value. Fair market value is the clean retail value of the POV according to the J.D. Power Official Used Car Guide. For POVs shipped to the United States, the J.D. Power Official Used Car Guide for the region in which the claim is filed shall be used. For POVs shipped to OCONUS destinations, the J.D. Power Official Used Car Guide in the United States from which the POV was purchased will be used. If the POV is not in the J.D. Power Official Used Car Guide, the fair market value will be the clean retail value for the most comparable POV appearing in the guide.

1.3.2.2.1. The contractor shall establish and operate a claims and payment process in accordance with the PWS requirements in paragraph 1.3.11 below.

1.3.2.3. In the context of litigation from third-parties, the contractor agrees to hold the government harmless.

1.3.2.4. The contractor may not unilaterally take any action to restrict service by the use of any forms, waivers, notices, conditions, VPC display signs, tags, stickers, or similar documents or devices in its dealings with service members and DoD civilian employees, unless the Contracting Officer has given advance written approval. The contractor shall not introduce any forms, waivers etc. that attempt to limit the contractor's liability for loss, damage, or otherwise attempt to change any terms of the contract.

1.3.2.5. Notice. Pursuant to the Contract Disputes Act (FAR 52.233-1), the Government has six (6) years from the discovery of the loss or damaged POV, to file a claim with the contractor. However, the Government will take all reasonable steps to provide notice of loss as soon as it is discovered.

1.3.2.6. The contractor agrees that it will not detain any POV for unpaid freight, demurrage, or other money claim or assert any type of lien, including a maritime lien, on any POV shipped under this Agreement, without prejudice to contractor's rights to exercise a lien against only the unpaid payment due and owing from the Shipper for general average and salvage contribution due in respect to said cargo. Contractor further agrees it will not take any action to seize, arrest, hold, or otherwise detain such cargo through any judicial process, or any other process, in the U.S. or any foreign country. Contractor agrees to insert this clause in all subcontracts at any level and to expend any resources necessary to expeditiously enforce the provisions of this clause against such subcontractors.

1.3.3. Facilities

1.3.3.1. The contractor shall operate VPCs and Quality of Life Sites (QoLs) in accordance with Appendix A, and shall abide by holidays as designated in Appendix B. Occasionally, exceptions to normal working hours will be required and arranged by the Contracting Officer's Representative (COR) and approved by the Contracting Officer. CONUS facilities will be contractor-owned/contractor-operated (CO/CO). OCONUS facilities may be CO/CO or Government-owned/contractor-operated (GO/CO). The contractor shall abide by base closure procedures on Government installations (i.e. weather delays or closures). The contractor shall provide a covered inspection area with adequate lighting and ventilation (for CO/CO facilities). The construction, upkeep, purchase, lease or rental of any commercial structure, land, or equipment for CO/CO facilities will be the responsibility of the contractor. CO/CO facilities with the capability to wash and clean POVs shall meet local laws for having a permitted wash area at the facility.

1.3.3.1.1. Contractor's equipment and facilities shall be maintained in safe condition and meet Occupational Safety and

Health Administration (OSHA) standards and all applicable Federal, State, Local, and Host Nation laws. The contractor shall establish the CO/CO VPCs in areas where safety and convenience factors are in the best interest of the customer. VPCs must meet current accessibility standards for the physically disabled, as mandated by applicable Federal, State or Local authorities and Host Nation. Government owned VPC facilities will be provided to the contractor free of recognized hazards and in compliance with safety and environmental regulations. The Contractor is not responsible for facility maintenance on Government owned VPC buildings. Compliance with environmental protection, occupational health and safety, transportation and disposal of hazardous material and waste after occupancy are the sole responsibility of the contractor.

1.3.3.1.2. At CO/CO locations, the contractor shall establish and maintain a capability to provide a mass warning and notification to all employees and customers. All CO/CO VPCs shall also have an exterior window film to prevent visual observation by the public.

1.3.3.1.3. The contractor shall provide designated office space, including office furniture and equipment, for each on- site COR(s) assigned to a VPC as designated in Appendix A. In addition, storage space sufficient for active files maintained by the COR shall be provided. Office furniture includes a desk with locking drawers (or a separate locking file cabinet), an office chair, and two (2) additional reception chairs. The contractor shall also provide all functional office equipment, services, and supplies to include but not limited to: a computer with internet access capable of accessing POV data files in accordance with paragraph 1.3.12., printer, scanner, fax and telephone, postage, a commercial shredder and/or shredding services, office storage boxes, file folders, and overnight parcel service. Maintenance of equipment is the responsibility of the contractor.

1.3.3.1.4. All VPCs shall have a toll-free telephone number or foreign equivalent with an informational recording when customer representatives are not available stating, at a minimum, the operating hours, office location, and documents required for turn-in and/or pick-up of a POV.

1.3.3.1.5. All CO/COs shall have a furnished reception area to include clean and operational indoor public restrooms. If comment cards are used as the preferred method of surveys; the contractor shall provide a well- marked, designated lock box in the reception area for customers to place comment cards. Only the COR shall have access to the lock box to remove the cards. If the contractor elects to utilize online surveys a computer kiosk station shall be available to complete within the office (during normal business hours). The contractor shall allow customers access to a computer (during normal business hours) with internet capabilities when necessary to process/produce additional documentation. The Government will initiate electronic surveys for the Baltimore and Kaiserslautern, Germany VPC locations for POV turn-ins only beginning 15 Jul 21 and all customers beginning 20 Jul; therefore, the contractor shall not offer comment cards or any type of survey at these two locations. The contractor shall continue to provide comment cards at all remaining locations until such time the Government is ready to execute full-scale operations for all global VPC locations. For those locations without an on-site COR, the contractor shall mail comment card boxes to the assigned COR on the 1st or 2nd business day after the conclusion of the month being reported via USPS Priority Mail Express parcel service. Survey results will be provided to the contractor on a monthly basis by the COR.

1.3.3.1.6. An exterior sign shall be posted at the entrance of each VPC and QoL site visible to the customer stating the location. In the interest of force protection, care should be taken to de-emphasizing DoD/military affiliation on signage. With the exception of VPC exterior signs on military installations, there shall be no reference of DoD, military or Governmental operations mentioned in the sign. Signage example: "Charleston Vehicle Processing Center". Placement of exterior signs shall be consistent with local Government policy. Additionally, a sign shall be located in the customer waiting area stating procedures for processing claims with an emphasis on the customer's right to file a claim directly with the contractor. The sign design(s) must be approved by the Contracting Officer prior to installation. Signs must be installed by the VPC/QoL implementation date.

1.3.3.1.7. The Government may add, delete, or direct relocation of CO/CO and/or GO/CO VPCs/QoLs as necessary.

1.3.3.2. The contractor shall be responsible for the purchase, lease, or rental of all indoor facilities required for the storage of POVs at CONUS locations determined by the contractor.

1.3.3.3. The contractor shall identify their Vehicle Storage Facilities (VSFs) at time of award of the contract. The VSFs shall be inspected to ensure facilities show no signs of weather damage, free of leaks, grounds are secure and capable to safely store and operate POVs.

1.3.3.4 The contractor shall be responsible for meeting all requirements necessary to obtain access to the GO/CO VPCs. Sign in privileges are required for contractor key personnel at GO/CO VPCs. Any questions regarding installation access shall be directed to the COR.

1.3.4. POV Turn-In Procedures

The contractor shall accept POVs as authorized by the customer's orders, contingent upon the POV being safe and operable, having required fuel levels, free of vehicle recalls that may impact safe transportation, and in compliance with the Personal Property Consignment Instruction Guide (PPCIG). Non-US Specification POVs shall be handled in accordance with the DTR Part IV, Chapter 408. Prior to accepting any POV for shipment or storage, contractor shall verify customer is entitled to service(s) requested in accordance with JTR Chapter 5. Questions regarding a customer's entitlement or POV restrictions as outlined in the PPCIG shall be directed to the COR for resolution prior to refusing shipment of a POV. The contractor shall provide the customer with the required delivery date (RDD) and instruct the customer how to obtain information regarding POV shipment status.

1.3.4.1. CONUS POVs are authorized to be turned in at the nearest VPC serving the old Permanent Duty Station (PDS), a VPC serving the passenger Port of Debarkation, or any VPC between the old and new PDS. OCONUS POVs must be turned into the VPC serving the PDS, unless an alternate port in a different country has been authorized by the Military Service Secretarial process as designated in the JTR. Where a POV is turned-in or picked up at a VPC other than the VPC serving the origin/Destination PDS, the contractor shall have the customer complete the Alternate Port Request Form designating the VPC(s) requested; and shall include this document in the POV file. The contractor will bill the applicable Zone-to-Zone contract rate for the actual shipment that occurs, and the collection of excess costs, when applicable, will be the responsibility of the Military Services.

1.3.4.2. The contractor shall require the customer to present a government/state-issued picture identification, a complete and endorsed set of legible orders (including amendments if applicable), proof of vehicle ownership to include one of the following: copy of title, Bill of Sale if vehicle was purchased within 90 days, or written approval from leasing or lienholder company authorizing export when leased or a recorded lien exists in the US. A lienholder release letter is required when a copy of the title or bill of sale is not provided as a proof of ownership document. In addition, the contractor shall require the customer to present the vehicle registration and a Power of Attorney (POA) and/or Letter of Authorization (LOA) (for designated agents not identified on the orders). A POA or LOA shall also be required from all persons listed on the title authorizing their consent to ship (not including the entitled customer). In addition, for storage of a POV, the customer must also provide the contractor a letter from the transportation officer authorizing storage of the POV. For customers assigned to an embassy under Chief of Mission authority at a consulate, or mission, the contractor shall contact the appropriate U.S. Department of State Despatch Agent for movement instructions and informational copy the COR. Questions concerning eligibility to turn-in a POV should be directed to the COR. Copies of all documentation presented by the customer and relevant to POV shipment and/or storage (including entitlement, and invoicing documentation) shall be maintained in an official electronic file along with all pertinent contact information, to include unit and home addresses, telephone numbers, email addresses, and any information to contact the customer at destination. Orders showing entitlement shall be scanned and maintained electronically. The Government shall have access to all POV files on demand.

1.3.4.3. The contractor shall accomplish a thorough joint inspection using DD Form 788, Private Vehicle Shipping Document for Automobile or a commercial equivalent (subject to approval by the Contracting Officer) which will be used to

determine loss and/or damage between POV turn-in and pick-up. Failure to note exceptions due to the cleanliness of the POV does not provide relief from liability. If necessary, the contractor may wash the POV or require the customer to clean the POV prior to processing. If the contractor fails to conduct a joint inspection and/or provide the customer a copy of the inspection form, the contractor will be liable for all loss and/or damage noted at pick-up.

1.3.4.4. The contractor shall inventory and secure all authorized loose accessories to be shipped with the POV on the inspection form and ensure all items are present at pick-up.

1.3.4.5. If a dispute occurs during the joint inspection, the contractor shall immediately notify the COR for assessment. Upon completion of the inspection, the contractor shall give the customer one legible copy of the inspection form and the contractor's claims instructions. If at any point after turn-in the contractor detects any mechanical problems, the customer and the COR shall be notified immediately.

1.3.4.6. In the event contraband or unauthorized items are discovered after the joint inspection, the contractor shall notify the COR or Personal Property Division Program Manager for disposition instructions. The contractor shall have the ability to secure such items until the customer or appropriate authority retrieve the items.

1.3.4.7. If the contractor deems a POV ineligible for shipment or storage, it shall immediately notify the COR. POVs not in safe operating condition or with noticeable fluid leaks, shall not be accepted, unless otherwise directed by Personal Property Division Program Manager. Once the contractor accepts a POV, it is responsible for delivering the POV, at no additional charge, even if it becomes inoperable while in the contractor's custody. Contractor shall have the capability to move inoperable POVs.

1.3.4.8. If a POV should fail to start, the contractor shall have the capability to start the vehicle via alternative methods, i.e., battery and battery cables. If the POV still fails to start, the contractor shall move the inoperable POV to a staging area within twenty-four (24) hours and immediately notify the applicable COR. Under no circumstances will any POV be used to jump start and/or tow any other POV. If a vehicle incurs a mechanical failure not attributable to physical damage sustained in transit and that failure prevents further movement at any time after turn in within the transportation chain, the Contractor shall coordinate the necessary repairs with the designated COR and customer. Repairs necessary to maintain operability of the POV due to no fault of the contractor shall be performed at the customer's expense using the procedures for Reimbursables, Out of Pocket (see Appendix E). Prior to conducting repairs, the Contractor shall provide a repair estimate and obtain authorization from the COR and customer.

1.3.4.9. For QoL sites, the contractor shall coordinate with the local Personal Property Processing Office (PPPO) or Personal Property Shipping Office (PPSO) to arrange appointments for turn-in/pick-up. When the PPPO/PPSO notifies the contractor a POV is ready for turn-in, the contractor shall contact the customer within 24 hour to make arrangements for turn-in. When a POV is ready for delivery to a QoL site, the contractor shall contact the PPPO/PPSO within 24 hours to make arrangements for pick-up. On occasion, the COR may direct the contractor to accept/release the POV directly from/to the PPPO/PPSO.

1.3.5. Transportation

1.3.5.1. The RDD is the date the POV is available for pick-up at the destination VPC to include notification to the Customer in accordance with paragraph 1.3.7. The RDD for all standard moves are calculated from the date the POV is turned-in plus the applicable transit time in Attachment 4. Department of State and non-STD move will have RDDs established in accordance with Appendix D. If the RDD falls on a weekend or holiday, the RDD will be the next business day. RDDs for door-to-door shipments and large volume moves will be determined on a per move basis. The contractor shall be responsible for all missed RDDs unless caused by acts of God, acts of the public enemy, acts of public authority, inherent nature or vice of the cargo, or unless otherwise excused by the Contracting Officer.

1.3.5.1.1. If the contractor's monthly RDD performance falls below the required 98%, the contractor will be liable to the Government for all missed RDDs for that month as follows: the contractor shall be liable to the Government in the amount of

\$30 per day for each day beyond the RDD, including the day of delivery, for a maximum of seven (7) days. Ongoing customer expenses as a result of missed RDDs shall be addressed in accordance with paragraph 1.3.11.4. If the contractor fails to deliver a POV by the 60th day after the RDD or the next business day if the 60th day falls on a weekend or holiday, the contractor shall be liable to the Government in an amount equal to the Transportation Price paid by the Government for that shipment. The contractor's liability under the terms of this paragraph begins after invoicing and upon written demand issued by the Contracting Officer. The contractor shall notify the contracting officer of all POV shipments subject to the liability events specified in this paragraph for these shipments as part of the monthly RDD report, to include the number of days late, for offset by the Government against future invoices or direct payment to the Government from the contractor.

1.3.5.2. The contractor shall perform all required agriculture inspections, certifications, and customs clearances in accordance with applicable laws and regulations. The contractor shall deliver hardcopy customs documentation to US Customs to obtain validation stamps when required. The contractor shall provide all necessary hardcopy customs documentation to the customer upon pick-up, or as soon possible thereafter, necessary to facilitate timely customer POV registration. The contractor shall be liable for all fines and penalties resulting from improper processing.

1.3.5.2.1. Applies to Europe (including United Kingdom): POVs processed by a commercial contractor are subject to the procedures of ECI 4002.01. The contractor is responsible to satisfy U.S. Customs and Border Protection (CBP), Department of Transportation (DOT), Environmental Protection Agency (EPA), and US Department of Agriculture (USDA) entry requirements.

- a. Inspector Qualification Requirements: POV inspectors at a minimum must complete training conducted by the Customs Border Clearance Executive Agent (CBCEA) and be certified by the USDA Advisor as 'Agriculture Enforcement Inspector' (AEI) or be trained as a CBCA from a certified Senior Customs and Border Clearance Agent (SCBCA).
- b. Training Requirements: A four-hour block of instruction will be conducted by the CBCEA when requested. Requests for training will be forwarded to AEOP-PDP-C, 598th Transportation Group, Personal Property Division POC or the contractor's operation officer. Training will include, but is not limited to:
 - (1) Introduction to the USEUCOM Customs Border Clearance Agency Inspection Program.
 - (2) Authority and References.
 - (3) Program Management.
 - (4) Applying Customs Law.
 - (5) Applying USDA Requirements.
 - (6) Hands-On-Exercise.

1.3.5.3. POVs shall be used for Official Use Only. No drive-away or tow-away service shall be used except for roll-on/roll-off port operations or in instances involving inoperable vehicles.

1.3.5.4. The contractor shall execute full service shipments. Full service shipments are between all contractor- operated VPCs and/or designated points of pick-up or turn-in. The contractor shall provide all services from turn-in to the designated point of delivery.

1.3.5.5. The contractor shall execute door-to-door shipments (i.e. Bluebark, Wounded Warrior, etc.) as directed by the Government via an e-mail from the Personal Property Division Program Manager. Door to door shipments will be IAW the HQ Services policies and approval. On occasion there will be a requirement to ship inoperable POVs from the point of origin to the designated destination. POV processing, other than notification, shall be in accordance with PWS paragraph 1.3.4. Changes to the requirement (other than pick-up/delivery dates) shall be authorized by the Personal Property Division Program Manager. Additional information on door-to-door shipments can be found in Appendix D.

1.3.5.6. The contractor shall respond to diversions of POVs as required. Upon notification, the contractor shall divert, at the next practical shipment transition point. Diversions shall not interfere with the on time delivery of other POVs. The contractor shall initiate a new RDD and advise the customer based on the new transit route. The contractor shall ensure that system of record includes the diversion. Any questions pertaining to diversions should be directed to the applicable COR.

1.3.5.7. The contractor shall execute large volume shipments (i.e. Homeport, Unit Move, etc.) based on entitlement information and direction provided by the Personal Property Division Program Manager, Services, and/or other designated points of contact. Where a unit move can be conducted as a zone to zone move with drop off and pick up at local VPC(s) and the move includes 15 or more vehicles, the Government will notify the contractor to ensure adequate resources will be available to support the increased volumes at the affected VPCs.

1.3.6. POV Storage

1.3.6.1. The contractor shall store POVs indoors in a secure facility where entitled, as evidenced by the customer's orders and/or written authorization from the respective military service. Questions regarding storage entitlement shall be directed to the applicable COR. POVs with PCS entitlement orders will be turned-in, picked-up, then processed at VPCs and transported to the storage facilities by the contractor within 14 calendar days. The exterior of POVs shall be cleaned at the storage site prior to being placed into storage. POVs shall be covered with car covers when deemed appropriate by the contractor during storage. Movement of POVs from one storage facility to another is permissible at no additional cost to the Government and shall be documented in the electronic POV file. Customers shall be advised by the contractor of any change in POV location. When applicable, the Contractor shall provide notification to the Personal Property Division Program Manager prior to using a new storage facility.

1.3.6.2. The contractor shall store POVs in accordance with the vehicle manufacturer's recommendations and/or standard commercial practices in effect at the time of storage in order to maintain the operability of the POV while in storage. Electric vehicle storage requirements from the manufacturer's recommendations should be taken into consideration. Stored POVs shall be driven no more than 0.5 miles per month unless approved by the COR. POVs shall be run (including cycling the air conditioning and heat) and moved every thirty (30) days to prevent flat spots on tires. The contractor shall be responsible for repairing or replacing POV batteries as required to maintain operability, and fuel stabilizer shall be added as required.

1.3.6.3. The contractor shall have the ability to accept POVs with deployment, mobilization, or unit move entitlement orders at any location within CONUS, Alaska or Hawaii, either a VPC, the customer's address, an agreed upon meeting location that can accommodate a car carrier, or a military/reserve unit installation, provided that the customer can secure/sponsor installation access for the driver. The Contractor shall be given no less than three (3) working days lead time from the time all required paperwork is provided to the Contractor from the Government for all pick-ups and deliveries. Cancellations can be made up to 24 hours prior to scheduled turn in by the Service Member. Cancellations or rescheduling for vehicle returns will be accepted up to 48 hours prior to the scheduled appointment time. Cancellations and/or rescheduling occurring more than one time without modified orders will incur the applicable zone to zone fees for each pick up or delivery attempted, regardless of entitlement. Vehicles shall not be taken out and returned to storage during the same deployment.

1.3.6.4. Individual deployment/mobilization entitlement orders turned-in at a CONUS VPC requiring more than eight (8) months of storage shall be stored at a VSF and shall incur applicable charges as outlined in Appendix E. Individual deployment/mobilization entitlement orders turned-in at a CONUS VPC ranging from one (1) month not to exceed seven (7) months can be stored at either a VPC or a VSF, per the discretion of the Contractor. POVs stored at a VPC shall be in a secure location if stored outside. POVs shall be started and ran for 20 minutes at least once a week, and moved regularly to avoid tire damage. At any point the Contractor receives an entitlement extension for a POV stored at a VPC to exceed

seven (7) months, the Contractor shall move the vehicle to a VSF at no additional charge to the Government, and return it to the same VPC the vehicle was turned in to, at no additional charge, for pick-up. POVs with mobilization/deployment entitlements requiring turn-in at various locations, e.g., customer's address, military or reserve unit installation, or other QoL-like meeting place shall be picked up by the Contractor, stored at a VSF, and returned back to the member at the end of deployment or mobilization to any location identified on the orders. See Appendix E for allowable billable charges. All allowable charges will be paid through the GPC contract; the Contractor shall not collect any fees from the member.

1.3.6.5. Repairs necessary to maintain operability of the POV due to no fault of the contractor shall be performed at the customer's expense using the procedures for Reimbursables, Out of Pocket (see Appendix E); however, the contractor may perform repairs at their expense upon coordination with the COR. Prior to conducting repairs at the customer's expense, the contractor shall provide a repair estimate and obtain authorization from the customer and COR. A second estimate shall be provided upon request from the customer or COR. The contractor shall notify the customer and COR of all repairs within one week of the repair(s) performed. Any vehicle recalls will be addressed by the contractor to the customer and COR. The contractor is not liable for any degradation due to the customer's unwillingness to maintain the POV in storage.

1.3.6.6. The RDD for POVs removed from storage will be the date requested by the customer, provided the requested date is no earlier than 3 business days plus transit time from the Vehicle Storage Facility (VSF). Questions regarding storage pick-up location entitlement shall be directed to the COR.

1.3.7. Notification

1.3.7.1. Pick-up Notification for Shipped POVs.

1.3.7.1.1. The contractor shall notify the customer of the date the POV will be available for pick-up. Notification shall be sent via mail, text, and/or email with read receipt the date the POV is available for pick-up. In addition, the contractor shall notify the customer by telephone if there is a problem with the POV, e.g., inoperable or damaged, and shall describe the situation in the notifications. In areas dependent upon the military postal system, the contractor may provide the notification cards or letters to the COR for mailing through the military postal system.

1.3.7.1.2. On the twenty-first (21st) day after either the RDD or the date a POV is available for pick-up, whichever is later, the contractor shall mail a certified letter with confirmation receipt stating abandonment procedures will begin if their POV is not picked up within forty-five (45) days of the date the POV was available. The certified letter shall include a Release Document for Unclaimed Property.

1.3.7.1.3. On the forty-fifth (45th) day after either the RDD or the date a POV is available for pick-up, whichever is later, the contractor shall mail a certified letter with confirmation receipt stating abandonment procedures have been initiated and shall include the Release Document for Unclaimed Property.

1.3.7.1.4. All mailed or electronic mail notification documents shall be part of the customer file. The Contractor is required to keep records of all notifications. This includes letters, e-mails, copies of certified mail receipt and PF Form 3811 Domestic Return Receipt.

1.3.7.1.5. On the forty-fifth (45th) day after either the RDD or the date a POV is available for pick-up, whichever is later, the contractor shall provide the COR with a copy of the POV file.

1.3.7.1.6. The contractor shall also transmit an electronic report to both the COR and the Personal Property Division Program Manager prior to converting. Upon receipt of disposition from the Personal Property Division Program Manager, coordinated with the HQ service concerned, the contractor will convert to a commercial account. All payments for temporary storage beyond the receipt of disposition instructions to a commercial account will be borne by the member/employee.

1.3.7.1.7. Unusual circumstances, such as the service member's medical condition, deployment, temporary duty, travel hazards,

separation from Service, etc., may require POVs to remain in the contractor's possession more than 45 calendar days up to and including 180 days. The contractor shall seek disposition instructions from the COR for the POVs that remain in the contractor's possession beyond 180 days. The POVs shall remain in the contractor's possession until disposition instructions are obtained from the Government. The Contractor shall be liable for any loss and damage while in the contractor's possession.

1.3.7.1.8. Due to unusual circumstances as identified above in 1.3.7.1.8, the Contractor shall revert back to the timelines stated above once a new pick-up date has been established.

1.3.7.2. Pick-up Notification for Stored POVs.

1.3.7.2.1. The contractor shall notify the member of storage expiration by email, certified mail with confirmation receipt, telephone, and/or fax within forty-five (45) calendar days prior to the end of their tour of duty as stated in the original orders at the time of turn-in. This notification attempt is meant to merely inform the member of the anticipated storage expiration and is not a notice of entitlement termination. This notification will allow the member ample opportunity to provide the contractor updated orders or documentation authorizing extended storage entitlements.

1.3.7.2.2. If the customer does not respond, the contractor shall send a second verifiable notification to the member of storage expiration within 2 business days of their end of tour as stated in the original orders at the time of turn-in. This and subsequent notifications shall instruct the customer to arrange pick-up or provide proof of storage entitlement extension.

1.3.7.2.3. If the customer does not respond to the second notice, the contractor shall send a third notice via certified mail to the customer not later than fifteen (15) calendar days after their end of tour as stated in the original orders at the time of turn-in. These notifications shall include a copy of the Release Document for Unclaimed Property and shall advise the customer the Government will begin abandonment procedures if the POV is not picked-up from storage within ninety (90) days after their tour of duty. At this time, the Contractor shall notify the Government to initiate their correspondence with the customer's unit and/or organization.

1.3.7.2.4. If contact has not been made, send a fourth and final notification to the customer not later than thirty (30) calendar days after their end of tour as stated in the original orders at the time of turn-in. The customer shall be notified their POV may be subject to conversion to a commercial account ninety (90) days after their tour of duty. This commercial account may be at the customer's expense if arrangements are not made for vehicle pick up and their vehicle may be disposed of as seen fit by the contractor following said suspense. Notification may be made by any means available (e.g., postal mail, electronic mail, documented phone call, and fax).

1.3.7.2.5. At this thirty (30) day notification suspense, the Contractor shall provide the COR a copy of the customer POV files and records of all attempted notifications and correspondence. The contractor shall also transmit an electronic report to Personal Property Division Program Manager prior to converting. Upon receipt of disposition from the PMO, coordinated with the HQ service concerned, the contractor will convert to a commercial account. All payments for storage beyond the entitled storage duration will be borne by the member/employee. If the service member does not meet their debt obligation, the contractor will dispose of the POV IAW applicable government laws.

1.3.7.3. The contractor shall retain copies of all documentation of written correspondence, receipt confirmations, and a record of telephonic communications to use in determining POVs conversion and disposition in the electronic file.

1.3.7.4. At any time the contractor receives a returned mailing or no receipt, the contractor shall provide this information to the COR in an effort to obtain updated mailing information. The contractor shall exhaust all phone, email and letter delivery addresses in an effort to contact the customer with written storage expiration notifications.

1.3.7.5. If either the contractor or the COR receive new orders/entitlement information allowing for continued storage, the contractor must retain electronic copies of the documentation and update the electronic file to reflect the new status.

1.3.7.6. If the contractor receives a signed Release Document for Unclaimed Property, the contractor shall provide the file to

the COR. Disposition or disposal of the POV will be determined by the contractor.

1.3.8. POV Pick-Up Procedures

1.3.8.1. The contractor shall request the customer to present a copy of the inspection form, government/state- issued picture identification, and a Power of Attorney and/or Letter of Authorization (for designated agents not identified on the orders or dependents not listed on Early Return of Dependents orders). The contractor shall scan and retain in the electronic file a copy of the Power of Attorney and/or Letter of Authorization. Questions concerning eligibility to pick-up a POV should be directed to the COR. The contractor shall reinstall accessories and remove all shipping labels from the POV prior to customer pick-up. The contractor shall clean the POV to ensure a thorough joint inspection is accomplished.

1.3.8.1.1. The contractor shall ensure a thorough joint inspection of the POV and inventory accessory contents using the original inspection form and the customer's copy of the inspection form. If a dispute occurs during the joint inspection, the contractor shall immediately notify the COR for an independent assessment of any alleged loss and/or damage. The contractor shall ensure the customer acknowledges receipt of the POV by signature and date. The contractor shall return the customer's copy upon completion of the joint inspection. Original copies shall be maintained as part of the official file.

1.3.8.1.2. At pick-up, the odometer reading recorded on the inspection form shall not exceed the initial reading by more than 20 miles plus the total aggregate of 0.5 miles per month while in storage. Discrepancies shall be reported to the COR. The contractor shall ensure the POV is adequately fueled at pick-up so it may be driven to the nearest fueling facility.

1.3.9. POVs beyond storage entitlement

1.3.9.1. Prior to converting to member's expense, the contractor shall follow all notification instructions outlined in 1.3.7. A monthly report shall be sent to Personal Property Division Program Manager identifying which POVs have exceeded its storage entitlement expiration by 30 days or more. The contractor shall determine disposition instructions.

1.3.10. Customer Service

1.3.10.1. Contractor employees who interact with customers must be able to communicate (read, write, speak & understand) in fluent English. English shall be the only language used with regard to this contract for written correspondence, discussions and other business transactions.

1.3.10.2. The contractor shall complete POV turn-in/pick-up processing within one hour or less of the customer signing in at the VPC, excluding any required agriculture clearances. The contractor shall maintain a log, ensuring customers sign in at the time of arrival and sign out when finished, which shall be scanned and saved on at least a weekly basis and shall remain accessible to the COR.

1.3.10.3. The Government will utilize a third party vendor to solicit customer feedback through the use of surveys to measure the level of customer satisfaction. The surveys shall include an overall service rating as part of the survey questions for calculating the Contractor's customer service performance. The surveys will use a 5-point Likert scale with the top three (3) responses counting towards satisfactory or better. Ninety-five percent of customer responses each month shall be rated satisfactory or better for overall customer service as validated by the COR.

1.3.10.4. The contractor shall inform the COR of actions taken to address customer problems/concerns within 48 hours of being notified by the COR of the issue.

1.3.10.5. The contractor shall provide information on counseling, customs, basic entitlements, and the shipment process to customers. The contractor shall notify the COR if it appears that a customer was counseled incorrectly on entitlements.

1.3.11. Claims

1.3.11.1. The contractor is required to settle (by final negotiated payment to the customer) 95% of damage claims valued

at \$ 1,500 or less and filed on-site (per 90 day period) directly with the customer utilizing its on site settlement process. The contractor shall allow customers to obtain repair estimates for consideration, if necessary. An on-site settlement shall be any claim filed by a Service Member with the destination VPC and resolved by VPC personnel. The Service Member has the option to accept an offer made by the VPC, or the Service Member can obtain an estimate from a repair facility of their choice and subsequently negotiate a settlement with the VPC per the estimate(s). The agreed upon payment amount shall be made directly to the Service Member within 7 business days.

1.3.11.2. The contractor shall settle (by final negotiated payment to the customer or Military Claims Office) 95% of all claims per 90 day period (including claims filed by the Military Claims Office) within 40 days from the date the claim was filed. The customer retains the right to file subsequent claims if the settlement is later determined to be insufficient to cover actual repair costs. The contractor is not liable to entertain additional loss and/or damage claims discovered after 10 business days once the customer has picked-up the POV. In the event agreement cannot be reached, the contractor shall instruct the customer to follow the Military Claims Office (MCO) process.

1.3.11.3. If the negotiated settlement is equal to the clean retail value of the POV, the contractor shall also negotiate an ownership agreement with the customer for disposition of the POV. When ownership will transfer to the contractor, it shall be the responsibility of the contractor to take possession of the POV from the customer not later than thirty (30) days after agreement has been reached unless both parties agree to an extension and pay any applicable title transfer fees or taxes. Failure of the contractor to successfully take possession of a salvaged POV shall not reduce its liability to the customer and/or Government.

1.3.11.4. The contractor shall compensate customers for inconvenience claims for lodging and rental car expenses incurred due to missed RDDs in accordance with rates listed in the JTR within 7 calendar days from settlement. The contractor shall only pay inconvenience claims in the amount that exceeds the claimant's entitlement.

<https://www.defensetravel.dod.mil/site/perdiem.cfm>.

1.3.11.5. The contractor shall immediately notify the customer of the presence of mold and remediate mold occurrences. Remediation shall be accomplished using a professional mold treatment company. Contractor is responsible for settling mold claims directly with the customer in accordance with the Claims procedures.

1.3.12. Information Technology Systems.

1.3.12.1. The contractor shall utilize a secure IT system to maintain an electronic file for all POV shipments and storage. The electronic file shall contain, at a minimum, the customer's name, Social Security Account Number (SSAN) or unique assigned number, entitlement order number and dates, accounting data, contractor assigned file number, truck bill of lading (BOL), ocean BOL, and all pertinent POV data (Title Number, State of Registration, Lien holder, state where lien is held, and Lien Holder's release Letter if applicable). The system shall have the ability to generate reports as requested. Government personnel, as designated by the Program Manager, shall have unlimited access to system data pertaining to the shipment and storage of POVs. Contractor shall provide system training as required to all designated personnel. The contractor's system shall have the capability to detect POV shipments exceeding a customer's entitlement. If a shipment exceeding entitlement is detected, the contractor shall advise the COR. Active data files (POV shipments and storage) must be incorporated into the successor contractor database no later than contract commencement. In addition, the previous 4 years' data files shall be incorporated within 30 days after contract commencement. Upon contract completion, POV data files determined relevant/active by the Government shall be transferred to the successor contractor in a usable format.

The Contractor shall provide a secure website providing in-transit visibility of POVs including RDD, actual dates for departure from the origin VPC, departure from the Port of Embarkation, arrival at Port of Debarkation, arrival at the destination VPC, and estimated arrival date at the destination VPC if the POV will be beyond RDD. In- transit visibility shall be available no later than 24 hours after vehicle processing. The website shall also include the status of POVs in storage including maintenance performed, damages, etc. The website shall provide a list of VPC and storage locations and contact information, customer advisories, pertinent Government publications, required shipment and storage document information, FAQs to guide shipment and storage processes, and allow customersto update contact/transit information, upload

necessary documents, and schedule appointments for turn in/pick up of POVs. Personal Identifying Information (PII) shall not be made available on the website as part of the in-transit visibility requirement.

1.3.12.2. Training on Contractor Systems. The Contractor shall provide in-depth training to new and current Contractor-system users for system operations, upgrades, and modifications. The Contractor shall work with the DoD to establish an on-going training curriculum for users which will be kept up to date to reflect current operating procedures of the Contractor. The Contractor shall incorporate various training methods as part of its overall training approach. The Contractor shall provide the Government with its proposed training curriculum no later than 30 calendar days prior to implementation. The Contractor will conduct multiple training classes to allow for employees from all shifts to be trained without negatively impacting daily operations.

1.3.13. CYBER SECURITY

1.3.13.1. General Cyber Security Requirements

1.3.13.1.1 Handling and Protection of Non-Public Information

In performance of this contract, the contractor may have access to DoD Transactional Information (DTI), which for the purposes of this section shall mean any information developed or received in the course of planning, ordering, shipping, tracking, and invoicing in support of the requirements of this contract. To adequately protect this DTI, contractor information systems (IS) involved in the performance of this contract shall comply with the security requirements in the current version of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,". Compliance with NIST SP 800-171 measures is required at the prime contractor level and does not apply to subcontractors and other entities that the prime contractor engages with in order to meet the requirements of this contract.

Additionally, the contractor agrees to use such information only for the purposes of fulfilling the contracted requirements and to protect such information from unauthorized release or disclosure. Protection of the DTI does not abrogate any responsibilities of the contractor to comply with or implement additional cyber security requirements as part of generally accepted system security principles or as required by other categories of information that may be co-resident with the DTI on the contractor's IS.

1.3.13.1.2. Operationally Critical Support

The services designated under this contract are "operationally critical support" as defined in DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting.

1.3.13.2. Cyber Security Assessments and Mitigation Plans

The contractor shall provide a Self-Assessment of its compliance with NIST SP 800-171 and present a Plan of Action that identifies any deviations, non-compliance, or proposed alternative means of compliance as well as plans for correcting non-compliant requirements to the contracting officer on 1 August 2019 and then annually thereafter. The Self-Assessment and Plan of Action shall address all of the requirements in NIST SP 800-171. The table in Attachment 1 provides modified requirements of CUI/CDI specific controls from NIST SP 800-171 that will be used to evaluate compliance in a non-CUI/CDI environment. Additionally, at any time during the period of performance, when a contractor determines it is non-compliant with a NIST SP 800-171 requirement or an approved alternate means of compliance resulting in a High or Moderate Potential Impact as defined in Federal Information Processing Standards Publication (FIPS PUB) 199, "Standards for Security Categorization of Federal Information and Information Systems," the contractor shall submit a Plan of Action within 15 days of the determination of non-compliance.

Plans of Action and any requests to vary from NIST SP 800-171 shall be submitted to the contracting officer for consideration and approval by USTRANSCOM. The Contractor need not implement any security requirement determined by USTRANSCOM to be non-applicable or to have an equally effective alternative security measure implemented in its place. The Plan of Action shall follow the template provided in Attachment 2. Alternate formats for the Plan of Action may be proposed and must be approved by USTRANSCOM.

USTRANSCOM may conduct an on-site visit to a contractor's facility or request a third party assessment (U.S. Government agency or U.S. Government funded commercial entity) to review progress towards meeting their Plan of

Action, evaluate any proposed variances to NIST SP 800-171 requirements, and to assess residual risk to the DTI resulting from the non-compliance. Date and time of on-site visits will be mutually agreed-upon by USTRANSCOM and the contractor in advance.

1.3.13.3 Cybersecurity Incident Reporting

1.3.13.3.1. In addition to the DFARS 252.204-7012 reporting requirements for unclassified systems and DoD Manual (DoDM) 5220.22, *National Industrial Security Program Operating Manual (NISPOM)* for classified systems, reportable cyber-incidents include, but are not limited to, the following:

1.3.13.3.1.1. Unauthorized data exfiltration, manipulation or disclosure of any DoD information resident on or transiting the contractor's unclassified or classified information systems or networks.

1.3.13.3.1.2. Unauthorized access to the contractor's unclassified or classified information system(s) or networks(s) on which DoD information is resident or transiting.

1.3.13.3.1.3. Cyber-incidents as listed in the MITRE ATT&CK Framework available at <https://attack.mitre.org/>, incorporated herein by reference, which affect network or information systems where DoD information is resident or transiting.

1.3.13.3.1.4. Notifications by a federal, state, or local law enforcement agency or cyber-center (i.e., National Cyber Investigative Joint Task Force (NCIJTF), National Cybersecurity & Communications Integration Center (NCCIC)) of being a victim of a successful or unsuccessful cyber-event, anomaly, incident, insider threat, breach, intrusion, or exfiltration.

1.3.13.3.2. If the cyber-incident affects a classified system, vulnerabilities associated with the incident will be classified per the current version of USTRANSCOM Instruction 31-02, Security Classification Guide.

1.3.13.4. Cybersecurity Incident Reporting Timelines

In addition to providing the notification required by DFARS 252.204-7012, the contractor is required to notify USTRANSCOM as soon as practicable, but no later than 24 hours after discovering a reportable cyber-incident. The reporting timeline begins when the incident is discovered or reported to the company, its employees, contractors, or cybersecurity firm responsible for providing cybersecurity and response for the company. The contractor shall contact the USTRANSCOM Cyber Operations Center (CyOC) via phone at 618-220-4222. If the contractor does not immediately reach the CyOC via phone, the contractor shall send an email notification to transcom.scott.tcj6.mbx.cyoc@mail.mil.

1.3.13.5. Mandatory Reporting Data

1.3.13.5.1. The contractor shall work with the USTRANSCOM CyOC through resolution of the incident. Within 24 hours of becoming aware of a reportable cyber-incident, the contractor shall provide an initial notification of the incident, even if some details are not yet available, which includes, but is not limited to, the following information:

- (a) Company Name
- (b) Who will be the POC with contact information
- (c) Contracting Officer POC (name, telephone, email)
- (d) Overall Assessment –Description of incident, data at risk, mitigations applied
- (e) Indicators of compromise
- (f) Vector of attack (if known)
- (g) Estimated time of attack (if known)

1.3.13.5.2. The contractor shall provide a follow-on cyber-incident report to the USTRANSCOM CyOC within 72 hours of becoming aware of a reportable cyber-incident, which includes, but is not limited to, the following information:

- (a) Contractor unique Commercial and Government Entity (CAGE) code

- (b) Contract numbers affected
- (c) Facility CAGE code where the incident occurred if different than the prime Contractor location
- (d) POC if different than the POC recorded in the System for Award Management (name, address, position, telephone, email)
- (e) Contracting Officer POC (name, telephone, email)
- (f) Contract clearance level
- (g) DoD programs, platforms, systems, or information involved
- (h) Location(s) of compromise
- (i) Date incident discovered
- (j) Type of compromise (e.g., unauthorized access, inadvertent release, other)
- (k) Description of technical information compromised
- (l) Any additional information relevant to the information compromise

1.3.13.6. Incident Reporting Coordination

1.3.13.6.1. In the event of a cyber-incident, USTRANSCOM may conduct an on-site review of network or information systems where DoD information is resident on or transiting to assist the contractor in evaluating the extent of the incident and to share information in an effort to minimize the impact to both parties. Date and time of on-site visits will be mutually agreed upon by USTRANSCOM and the contractor in advance.

1.3.13.6.2. The contractor agrees to allow follow-on actions by the Government (e.g., USTRANSCOM, Federal Bureau of Investigation, Department of Homeland Security, DC3, etc.) to further characterize and evaluate the suspect activity. The contractor acknowledges that damage assessments might be necessary to ascertain an incident methodology and identify systems compromised as a result of the incident. Once an incident is identified, the contractor agrees to take all reasonable and appropriate steps to preserve any and all evidence, information, data, logs, electronic files and similar type information (reference NIST Special Publication 800-61: Computer Security Incident Handling Guide, (current version)) related to the incident for subsequent forensic analysis so that an accurate and complete damage assessment can be accomplished by the Government.

1.3.13.6.3. The contractor is not required to maintain an organic forensic capability, but must ensure data is preserved (e.g., remove an affected system, while still powered on, from the network) and all actions documented until forensic analysis can be performed by the Government or, if the Government is unable to conduct the forensic analysis, a mutually agreed upon third party (e.g., Federally Funded Research and Development Center (FFRDC), commercial security contractor, etc.). Any follow-on actions shall be coordinated with the contractor via the Contracting Officer.

1.3.13.6.4. The contractor agrees to indemnify and hold the government harmless for following any recommendations to remedy or mitigate the cyber-incident following the actions under 1.5.1. and 1.5.2.

1.3.13.7. Confidentiality and Non-Attribution Statement

The Government may use and disclose reported information as authorized by law and will only provide attribution information on a need-to-know basis to authorized persons for cybersecurity and related purposes (e.g., in support of forensic analysis, incident response, compromise or damage assessments, law enforcement, counter intelligence, threat reporting, and trend analysis). The Government may share threat information with other USTRANSCOM industry partners without attributing or identifying the affected contractor.

1.3.14. Safety and Security

1.3.14.1. The contractor shall ensure VPC and VSF operations meet safety and security measures to protect and secure DoD personnel and assets.

1.3.14.2. The contractor shall comply with all Federal, State, Local and Host Nation authorities having jurisdiction, and with safety and fire regulations promulgated by the Department of Labor (OSHA) under Title 29, Section 1910 of the code of Federal Regulations.

1.3.14.3. The contractor is solely responsible for compliance and cost of compliance, with Federal, State, Local and Host Nation Laws pertaining to environmental protection, occupational health and safety, transportation, storage and disposal of hazardous materials and hazardous waste. Government owned VPC facilities will be provided to the contractor free of recognized hazards and in compliance with safety and environmental regulations. Compliance with environmental protection, occupational health and safety, transportation and disposal of hazardous material and waste after occupancy are the sole responsibility of the contractor.

1.3.14.4. The contractor shall provide written notification to the Contracting Officer within 24 hours of being contacted by any Federal, State, Local, and/or Host Nation agency that a safety law and/or regulation has been violated. This report shall provide at a minimum the following: time and date of occurrence, required corrective action and a projected fix date.

1.3.14.5. If the Government chooses to correct the violations, the contractor shall reimburse the Government for all direct and indirect costs of correcting the violation. This applies to government facilities.

1.3.14.6. Delays caused by the contractor's need to comply with such laws, or resulting from failure to comply with such laws, shall not excuse failure to complete work.

1.3.14.7. The contractor shall notify the Contracting Officer within 24 hours of each accident involving injury to an employee or third party. The contractor shall provide the Contracting Officer a complete accident report. The written notification shall be provided no later than 48 hours after occurrence. In addition to the accident report, the contractor shall provide the Contracting Officer with a summarized explanation of the occurrence and the corrective actions that have been taken.

1.3.14.8. In case the contractor causes any pollution, i.e., by petroleum, oil and/or lubricant products, the contractor shall be held responsible and shall hold the U.S. Government harmless from any and all administrative and financial involvement. The contractor shall perform and is responsible for all necessary clean-up/treatment expenses.

1.3.15. Derogatory Information.

Whenever USTRANSCOM receives derogatory information or an incident report in the Joint Personnel Adjudication System (JPAS) pertaining to a contractor employee, whether the contractor employee works on-site in USTRANSCOM facilities on Scott AFB, IL, or whether the contractor employee works elsewhere in CONUS or OCONUS, the Government will make a determination on whether to deny access to Government-owned or operated facilities or performance on contracts or task orders. This includes security deviations/incidents and credible derogatory information on contractor personnel during the course of the contract or task order period of performance. Upon notification of derogatory information, USTRANSCOM security specialists may request additional information from the contractor company in order to make a determination of continued access and performance. The contractor shall cooperate with any such investigation and provide a complete response within the timelines provided. Contractor personnel who are denied access or performance on the contract or task order will be denied the ability to support the contract or task order until the issues have been resolved and any incidents have been removed in JPAS. The contractor shall make any changes necessary in the appointment(s) at no additional cost to the Government. Any incident report posted in JPAS by the contractor will be reported to the USTRANSCOM TCJ3-MP, Mission Assurance Division, Protection Programs Branch (618-220-6538/6531) within 24 hours during the normal Monday through Friday work week and within 72 hours if the incident occurs over the weekend.

1.3.16. Reports

1.3.16.1. The contractor shall provide all reports electronically as Microsoft Excel spreadsheets on a monthly basis unless otherwise directed by the Contracting Officer or specified below. Reports shall be sent via e-mail to the Contracting and Personal Property Division Program Manager no later than 10 business days after the conclusion of the month being reported. The format of each report will be agreed to prior to contract start. Additional reports may be requested by the Contracting Officer as needed.

1.3.16.2. Volume Report: The Volume Report shall include the total number of POVs turned-in and picked-up each month at each VPC, including a summary total for each shipment type by location.

1.3.16.2.1. Storage Report: The Storage Report shall include for the current month and year-to-date the number of POVs

turned-in for storage at each VPC; number of POVs picked-up from storage at each VPC; number of POVs in storage; number of abandoned POVs in storage; remaining capacity at each storage site; number of POVs in storage at least ninety (90) days beyond expiration of storage entitlement; and shall include designation of sponsoring military and/or civilian service for all figures reported. The Storage Report shall also identify the different type of storage entitlement orders (i.e. PCS storage, deployment, mobilization, unit moves, etc.

1.3.16.2.2. Claims Report: The Claims Report shall include (broken out by VPC location) the number of claims, number of claims paid, and number of claims denied by type from customers and the military claims offices; number of claims settled at the VPCs (on-site); the amount claimed, offered, paid, and denied for each claim; the total number of claims denied or denied in part, the reason for the denial; and the total number of outstanding claims.

1.3.16.2.3. Ocean Booking Report: The Ocean Booking Report shall include the carrier, vessel, voyage number, booking number, departure and arrival dates, port of embarkation, port of debarkation, whether U.S. flag vessel is utilized, level of VISA preference used, and the total number of POVs for each voyage.

1.3.16.2.4. RDD Report: The RDD Report shall include the total number of POVs shipped under each Attachment 3 Line Item in the current month and year-to-date; the origin and destination for each shipment; the move type; the number of RDDs met; and the percentage of RDDs met.

1.3.16.2.5. Accident Report: The contractor shall provide the Contracting Officer a complete written accident report no later than 48 hours after occurrence.

1.3.16.2.6. Incident Report: In the event a POV is stolen, lost, or damaged, to include damage resulting from fire (including water damage incident to a fire), flood, earthquake, tornado, hurricane, or any other similar type of occurrence, while in the care, custody or possession of the contractor, the contractor shall notify the COR and the Personal Property Division Program Manager within 24 hours. The contractor shall submit a full written incident report detailing the particular facts of the event to the COR, Personal Property Division Program Manager, and customer no later than 5 days after initial discovery. The contractor shall submit a remediation plan to the COR and Personal Property Division Program Manager, not later than 10 days after initial discovery. The plan shall include an initial assessment of loss and damage, the steps to be taken for remediation, along with a timeline for remediation completion. The contractor shall submit status updates with determination of loss and damage, to include remediation efforts (with percent completed) of affected POVs, by name and Service, to the COR and Personal Property Division Program Manager.

1.3.16.2.7. Expired Storage Report: The Expired Storage Report shall include the following information for POVs 45 days prior to entitlement expiration and POVs remaining in storage 45 days or more beyond entitlement: customer order number, last name, service, number of days beyond entitlement, record of all notification attempts and response received, date the file was provided to the COR, and pertinent information regarding communications with customer.

1.3.16.2.8. Conversion Report: The Conversion Report shall include the following information for POVs which have been converted to a commercial account between the Contractor and the Service Member: customer order number, last name, service, number of days beyond entitlement, and applicable charges to the Service Member.

1.3.16.2.9. Dwell at VPC Report: The Dwell at VPC report shall include the following information for all POVs which have a dwell time greater than 21, 45, and 90 days after the latter of the POV availability date or RDD: customer order number, last name, service, number of days beyond availability date or RDD, and applicable charges to the Service Member.

1.3.16.2.10. Foreign Flag Waiver Report. The Foreign Flag Waiver Report shall include the total number of POVs shipped on a foreign flag vessel each month IAW PWS 4.2 and shall include the following information: request date, RDD date, member's name, turn-in/pick-up date, origin, destination, VPC location, shipping instruction number, vessel priority, ocean carrier, measurement tons, ocean freight, average M/T per POV, average cost per POV, percent of traffic per month, and MARAD remarks.

1.3.16.3. Title to all items, including reports, and information and data included in said reports, delivered to the Government

and/or furnished under this contract passes to the Government upon acceptance, in accordance with FAR 52.212-4(n). Since the Government has title to all deliverable items upon acceptance, those items shall not be restrictively marked in any way, will not be considered proprietary or confidential, and the contractor agrees that the Government can use and disclose such items, and all included information and data included in the deliverables, for any purpose whatsoever without any notice to, or permission from, the contractor.

1.3.17. Humanitarian/Contingency Support.

1.3.17.1. When directed by the Contracting Officer, contractor shall support Humanitarian and Contingency operations and respond with required resources to meet the time frames of the requirement. Services under this task will provide support to Government in its response to a natural disaster, unit deployment or re-deployment, etc.

1.3.17.2. During Humanitarian/Contingency support efforts, the contractor may be required to provide customer service and transportation support 24-hours-a-day, seven days a week, including holidays. Humanitarian/Contingency operations are sporadic events that can range from a few weeks to months and may not be distributed evenly throughout the performance period.

2. SERVICE DELIVERY SUMMARY

PERFORMANCE OBJECTIVE	PWS PARA	PERFORMANCE THRESHOLD
Transport POVs within RDDs	1.3.5.1. & Attachment 4 to the contract	98% per month
Resolve damage claims valued at \$1,500 or less directly with customers using on-site settlement process	1.3.11.1	95% per 90 day period
Settle claims within 40 days from the date the claim was filed	1.3.11.2	95% per 90 day period
Rated satisfactory or better for overall customer service	1.3.10.	95% per month
Adhere to VISA preferences	4.0	100% of shipments
Cyber-Incident Reporting	1.3.13.3	No more than one late cyber-incident report or unreported cyber-incident in a twelve (12) month period

3. GOVERNMENT FURNISHED PROPERTIES & SERVICES

3.1. Government-Owned VPC Facilities

3.1.1. The Government will provide VPC facilities at the GO/CO locations identified in Appendix A. Facilities will include an enclosed inspection area; office facility with reception area and restrooms; outdoor secured storage area; utilities, except internet and commercial telephone service and/or installation; custodial services; refuse pick-up and disposal service; and Defense Switch Network (DSN) phone lines.

4. SUBCONTRACTING

4.1. Subcontractor Responsibility. The contractor shall determine the responsibility of its prospective subcontractors. The contractor is responsible for the delivery of services required. This responsibility extends to the performance of any other provider the contractor may subcontract to in order to perform the services.

4.2. When subcontracting for sea transportation, the contractor shall use U.S. Flag VISA carriers when available to meet the requirement. The contractor shall use the following VISA priorities (listed in preferential order) when making service arrangements:

4.2.1. U.S. flag vessel capacity operated by a VISA "Participant" that has made a current, minimum commitment of its U.S. flag vessel capacity to Stages I, II and III of VISA or that has made a current, minimum commitment of its Jones Act capacity (capacity exclusively engaged in the domestic trades) to Stage III of VISA and a current, minimum commitment of the remainder of its U.S. flag vessel capacity to Stages I, II and III or, VISA or with regard to an offer for a long-term charter to DoD that has made a current, minimum commitment of its U.S. flag vessel capacity to Stage III of VISA. The U.S. Flag Vessel Sharing Agreement (VSA) capacity of such a participant also is grouped in this category of priority.

4.2.2. U.S. flag vessel capacity operated by a VISA "Participant" that has made a current, minimum commitment of its U.S. Flag vessel capacity to Stage III of VISA and the U.S. flag Vessel Sharing Agreement (VSA) capacity of such a Participant.

4.2.3. U.S. flag vessel capacity operated by a non-Participant.

4.2.4. Combination U.S./foreign flag vessel capacity operated by the kind of "Participant" described in paragraph 4.2.1 above and/or the combination U.S./foreign flag VSA capacity of such a Participant.

4.2.5. Combination U.S./foreign flag vessel capacity operated by the kind of "Participant" described in paragraph 4.2.2 above and/or the combination U.S./foreign flag VSA capacity of such a Participant.

4.2.6. Combination U.S./foreign flag vessel capacity operated by a non-participant.

4.2.7. U.S. owned or operated foreign flag vessel capacity and/or VSA capacity of the kind of "Participant" described in paragraph 4.2.1 above.

4.2.8. U.S. owned or operated foreign flag vessel capacity and/or VSA capacity of the kind of "Participant" described in paragraph 4.2.2 above.

4.2.9. U.S. owned or operated foreign flag vessel capacity and/or VSA capacity of a non-Participant.

4.2.10. Foreign-owned or operated foreign flag vessel capacity of a non-participant.

4.3. The contractor is considered an "authorized user" of USTRANSCOM ocean transportation contracts and may subcontract POV ocean transportation using USTRANSCOM's ocean contracts. To become an authorized user, the contractor shall provide the Contracting Officer with the name, e-mail address, and telephone number of designated individuals. Contractor selection of the ocean carrier shall comply with the respective contract's ordering procedures. The contractor shall be directly responsible for payment of ocean transportation charges to the ocean carrier. Terms for payment for services provided under USTRANSCOM's ocean contracts shall be per mutual agreement of the contractor and ocean carrier.

4.4. Operations of the Norfolk, VA VPC site shall be subcontracted to Didlake, Inc. to provide vehicle processing services. At a minimum, Didlake will provide all labor to appropriately staff the operation based on the estimated POV volumes as provided by the Government. Functional areas of operation include project management, supervision, administration, physical security, and day-to-day janitorial, in addition to direct processing services performed by surveyors, truck drivers, and quality assurance representatives. Didlake will also provide supplies/consumables, internet service, and commercial telephone service.

4.4.1. Regulatory program oversight is provided by the Presidential Committee for Purchase from People who are Blind or

Other Severely Disabled under the authority of 41 CFR 51 and FAR 8.7. Day-to-day technical assistance and contract administrative support will be provided by the National Industries for the Severely Handicapped (NISH). The office cognizant over this subcontract is the NISH East Region Richmond Office, telephone 804-717- 8237. Any price increases by Didlake, Inc., other than those under FAR 52.222-43, are the sole responsibility of the contractor.

5. DEFINITIONS

- Blue Bark Movement: POV shipment of a deceased military or DoD civilian member.
- Claim: A request for compensation for loss or damage to a POV (including authorized contents/accessories) shipped under this contract or for inconvenience(s) as a result of delays in delivering a POV to the customer.
- Customer: Eligible military and Government civilian personnel or legal representative by means of Power of Attorney. The term “customer” and “service member” or “member” are interchangeable.
- Day: Unless otherwise noted, the term “day(s)” means calendar day(s). If the last day of a stated period is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.
- Department of Defense (DOD): Includes Department of the Army, Navy, Air Force, Marine Corps, National Guard Bureau, and all other officers and agencies of the DOD. Note: Coast Guard is part of the Department of Homeland Security and is normally included with the other military branches when DoD is referenced.
- Door-to-Door Shipment: The movement of a POV within regions serviced by the Vehicle Processing Center (VPC) network in which the origin, destination, or both are not an established VPC or QoL site.
- DSN: Defense Switch Network, DOD-wide area telephone service.
- Full-Service VPC: Contractor-Owned/Contractor-Operated or Government-Owned/Contractor-Operated facilities for POV processing that are open for designated operating hours.
- Homeport Move: A term used to designate a Navy vessel’s official change of duty location within CONUS.
- Inspection Form: DD Form 788 Series, includes DD 788, 788-1, 788-2, or commercial equivalent.
- Installation Transportation Officer (ITO) and Traffic Management Officer (TMO): The person appointed or designated by the Commander of a military activity to perform traffic management functions. ITO/TMO may also refer to the office of the designated person.
- Non-Standard Move: a shipment where a POV's origin and/or destination is not a VPC and may not involve Government assistance.
- On-Site-Claim Settlement: A claim settled at the VPC by the contractor with the customer.
- Orders: Official document issued to customers as their authorization to move personal property, family members, and themselves at the Government’s expense.
- Port of Debarkation (POD): An authorized point of entry into a foreign country or the United States.
- Port of Embarkation (POE): An authorized point of departure from a foreign country or the United States.
- Privately Owned Vehicle (POV): Any motor vehicle including authorized contents and installed accessories owned by, or on a long-term lease (12 months or more) to a customer/dependent for the primary purpose of providing personal transportation that is self-propelled, is licensed to travel on public highways, is designed to carry passengers or household goods and has four or more wheels. A motorcycle or moped may be shipped as a POV if the customer does not ship a vehicle with four or more wheels on the same order. The term “POV” does not include commercial vehicles or recreational vehicles.

- Quality of Life VPC (QoL): Locations that serve as low volume pick-up and drop-off points where the contractor does not operate a facility, but coordinates with the local ITO/TMO, who helps the contractor arrange an appointment with the ITO/TMO/QAE and the customer for service.
- Standard Move: A shipment that originates and ends at VPCs.
- Wounded Warrior Movement: POV shipment of a disabled military or DoD civilian member.

6. LIST OF APPENDICES

Appendix A – VPC List

Appendix B – Holidays

Appendix C – Customs and Agriculture (Europe)

Appendix D – Non-Standard Movement SOP

Appendix E – Payment and Invoicing

Appendix F – Transition of Services

Appendix G – EPA for Scheduled Services

Appendix H – CUI Requirements Table

Appendix I – POA&M Template