CHAPTER 213

DEFENSE FREIGHT TRANSPORTATION SERVICES (DFTS)

A. GENERAL

- This chapter prescribes responsibilities and procedures involving movements under the DFTS
 program. This chapter is applicable to DFTS-eligible freight movements originating from
 selected shipping activities to destinations within the Continental United States (CONUS),
 Alaska, and Canada.
- 2. The Secretary of Defense appointed United States Transportation Command (USTRANSCOM) as the Department's Joint Deployment and Distribution Coordinator (JDDC) to serve as the single entity to direct and supervise execution of the Strategic Distribution system. As the JDDC, USTRANSCOM is responsible for:
 - a. Improving the overall efficiency and interoperability of the distribution-related activities and deployment, sustainment, and redeployment support during peace and war;
 - b. Portfolio management of Department of Defense (DoD) logistics information technology (IT) systems;
 - c. Acquisitions of IT systems, research projects, and services needed to transform the DoD supply chain; and
 - d. Recommending and supervising implementation of global sourcing solutions, as the DoD mobility joint force provider.
- 3. Transportation Officers (TO) or vendors authorized to act on behalf of TOs at DoD shipping/vendor facilities and receiving activities will follow guidance contained in the Defense Transportation Regulation (DTR), DFTS Users Guide, and Performance Work Statement (PWS) when identifying, preparing, shipping, receiving, and reporting discrepancies (e.g., loss or damage) with the movement of DFTS-eligible freight.
- 4. DFTS is a Federal Acquisition Regulation (FAR)-based contract with Fixed Price provisions. Under a FAR-based contract, Contracting Officer Representatives (COR) can direct the Contractor to perform within the limits of the existing contract; however, only the Contracting Officer (CO) can obligate the Government for performance outside the limits of the contract. Performance directed outside the limits of the existing contract normally requires a contract modification agreed to by both the Government and the Contractor.
- 5. TOs will direct questions regarding any portion of the DFTS program and/or this chapter to their Agency/Service Representative who will consolidate and present TO issues/questions to the DFTS Program Management Office (PMO) or DFTS CO.

B. DFTS CONTRACT SERVICES

1. This PWS contains requirements for transportation coordination services to support the United States Government (USG), DoD, and DoD contractors supporting DoD missions, such as the Joint Strike Fighter Program. Services encompass support from receipt of the shipment request through final payment for services rendered. Support will include management of shipments to ensure required transportation is successfully completed. Transportation support is required for Freight All Kinds (FAK) shipments, including but not limited to First Destination Transportation (vendor shipments), Second Destination, Scheduled Routes, Defense Logistics Agency (DLA) Disposition Services (formerly known as DRMS), Unit Moves, Federal Emergency Management Agency (FEMA) support, Humanitarian/Contingency support, Foreign Military Sales (FMS), and

- surge shipments. First Destination Transportation shipments currently shipped under other contracts may be supported under this PWS as those contracts end.
- 2. Services will be provided between various locations within the CONUS, including but not limited to vendor facilities, DoD warehouses or consolidation facilities, and U.S. Armed Forces Bases/Camps/Posts. Pickup and delivery may occasionally be necessary in Alaska and Canada (Outside CONUS [OCONUS]). Pickup locations may be revised, increased, or decreased dependent on DoD structural changes, alignments, operational tempo, and business process changes. Routes may include multiple stops and split pickups.
- 3. FMS shipments will be from a CONUS location, or Canada, to a CONUS DoD consolidation facility, Canada, or a port of embarkation (POE). The Contractor may be required to assist/provide Customs Brokerage support for shipments moved under this contract, such as assisting shippers with customs documentation and clearances and identifying customs protocols.
- 4. Cost-reimbursable contractors (e.g., prime vendor, virtual prime vendor, on-demand manufacturing, quick response, corporate contracts, and electronic mail [e-mail] contractors), as approved by the CO, may also use the transportation services and rates provided under this contract for official business conducted on behalf of the USG.
- 5. At contract start, the services identified above are required to support DLA and the Defense Contract Management Agency (DCMA). Other government agencies may require these services over the course of the contract. When such support is needed, the implementation of these services will be provided to the Contractor and any associated costs will be negotiated.
- 6. TOs are strongly encouraged to review the complete DFTS PWS in order to gain a better understanding of program requirements.

C. DFTS SPECIFICIATIONS

- 1. Refer to the DFTS PWS for a complete description of the following PWS specifications:
 - a. Exclusions
 - b. Liabilities
 - c. Accessorials
 - d. Limitations
 - e. Shipment Status
 - f. Billing, Payment & Audit Plan (BPAP)
 - g. Incident response and notification

D. ROLES AND RESPONSIBILITIES

- 1. The following organizations have the responsibilities for supporting the DFTS program. This list is specific to the DFTS program and does not include other regulatory responsibilities inherent to other roles associated with an individual's job description.
 - a. USTRANSCOM, Acquisition Directorate, PMO: Responsible for the execution of the DFTS program and contracting issues.
 - b. Each Service/Agency: Functional responsibility for their specific requirements/issues for the DFTS program.
 - c. TOs: Process shipments in accordance with the DFTS Contract/User's Guide/DTR.

d. Service/Agency Contracting Officer Representative (COR): Executes responsibilities in accordance with COR appointment letter and contract specific training.

E. PROCEDURES

- 1. The following outlines the procedures and business rules to DFTS-eligible freight shipments under all transportation modes defined in the DFTS PWS.
 - a. TO and individuals designated as COs:

NOTE: The DFTS CO will appoint, in writing, the Service/Agency COR and TOs for the program.

- (1) TOs are required to maintain site shipping and receiving hours, appointment requirements, and address changes in the Transportation Facilities Guide (TFG). The DFTS Contractor uses the data contained in the TFG for planning, scheduling, and identifying contact information for each site. Temporary changes to site operational requirements (e.g., safety down day, inclement weather) shall be updated in the TFG. The DFTS Contractor will adhere to the temporary guidance.
- (2) DFTS's PWS Appendix A contains information regarding the use of the TFG that the Contractor must adhere to throughout the contract period. TOs will review Appendix A of the PWS to ensure compliance with key contractual specifications. Due to contractual requirements, TOs are not authorized to adjust any site requirements that impact the DFTS PWS/Contract without obtaining approval from the DFTS CO. TOs requiring changes to their sites requirements must coordinate these changes through their Service/Agency COR. The Service/Agency COR will notify the DFTS PMO/CO of the request for modification actions.

NOTE: The Service/Agency Leads or Service/Agency COR (e.g., DLA Distribution, DCMA Transportation) may establish an internal process for TOs to request changes to individual shipping site-unique requirements. In all cases, the DFTS CO must approve any changes as these changes affect the terms of the existing contract with the Contractor. This process may take up to 30 days from the time the DFTS CO receives the requirement.

- (3) TOs at DFTS shipping and receiving activities must obtain a Crowley 3GTMS account.
 - (a) DFTS Divisions IT representatives will obtain new user information and process new account requests as part of the new site startup process. These accounts will be ready upon initial site training approximately 7 days prior to go-live training.
 - (b) Each active DFTS site will have a "Super User" (normally the site TO) who will be able to submit account requests for any employee(s) requiring access after implementation.
 - (c) All others requesting accounts must submit their request via e-mail to their Service/Agency COR.
- (4) Account requests will follow an established approval process through site supervisors and the Service/Agency COR for final approval. The Contractor will issue the account following approval. All accounts are managed by the Contractor in coordination with the Service/Agency COR.

- b. Transportation Service Provider (TSP) Management:
 - (1) The DFTS contract is a FAR-based contract and is not subject to guidance outlined in other portions of the DTR (e.g., provisions of Chapter 201, Paragraph M, and Chapter 207 concerning TSP qualifications and TSP performance do not apply to DFTS).
 - (2) Under the DFTS program, the DoD will not contract directly with freight TSPs. Instead, the DFTS Contractor manages DoD freight shipments, contracts directly with freight TSPs, and manages freight TSP performance to ensure program goals are met or exceeded. The DFTS Contractor is not required to utilize SDDC-qualified TSPs or report TSP performance using the Carrier Performance Module (CPM). The Government cannot dictate which TSPs should or should not be used by the Contractor based on specific performance received by individual sites. The Government will report failures via the Customer Incident Reports (CIR) within 3GTMS, giving the Contractor the opportunity to address the issue/concern. The DFTS PMO or CO will use these reports to address TSP issues directly with the Contractor.
 - (a) The transportation provider, subcontractor, or carrier acknowledges poor or unacceptable performance or failure to comply with the applicable regulations may cause its temporary or permanent prohibition from moving shipments under this contract (PWS Paragraph 1.3.2.1.2.1.4).
 - (b) The DFTS Contractor is a non-asset based company and may broker freight a maximum of two levels. Refer to the DFTS PWS to understand the brokering restrictions on this contract (Paragraph 1.3.2.1.1). The Contractor is responsible for notifying the shipping activity concerning TSP selections.
 - (3) To assist with evaluating the DFTS Contractor's overall performance, DFTS shipping and receiving activities will monitor the performance of both the DFTS Contractor and its TSPs; DFTS shipping and receiving activities will report trends in poor performance (i.e., service failures [e.g., late pickup/delivery, loss/damage shipments, and TSP equipment issues]), utilizing the DFTS automated Incident Reporting Tool (IRT) housed on the Contractor's Transportation Management System (3GTMS). The automated CIR will assist the DFTS Contractor, DFTS PMO, and CO in analyzing performance and initiating performance improvement actions.

c. Contractor Customer Support:

- (1) The Contractor shall staff, manage, and provide the necessary resources for customer support Monday–Friday, 0600–2400 Eastern Time (ET), and Saturday, 0600–1630 ET, with the exception of FEMA and Humanitarian/Contingency support tasks. Contractor representatives shall be available by telephone (1-844-855-3387) for immediate customer response and have access to all shipment information and transportation management technology. The Contractor shall provide on-call support 24 hours a day (7 days a week) for notification of FEMA and/or Humanitarian requirements, within 8 hours notification. In rare circumstances, immediate action may be required for a mission-critical shipment after the established customer support hours. In such an instance, the shipment may be moved outside the contract at the shipper's discretion.
- (2) Contractor's customer service teams can be reached at:
 - (a) Customer Service telephone number: See Paragraph E.1.c.(1)
 - (b) Fax: 1-904-727-4292
 - (c) Track and Trace: https://dfts.crowley.com/

- d. When unsatisfactory resolutions are received or issues are pending without actions from the Contractor's Customer Service Team, the Service/Agency COR will work with the PMO and/or CO to achieve a resolution.
- e. Identification of DFTS-Eligible Freight:
 - **NOTE:** In the event the TSP refuses DFTS eligible freight, the TO will contact the Contractor's customer service center and report the instance (refer to Paragraph E.1.c.(2) for contact information). The customer service representative will immediately arrange for another TSP to pick up the freight. In the unlikely event the Contractor refuses DFTS-eligible freight, the TO will verify the reason for refusal, document the incident, and report the incident to the DFTS PMO and/or CO and appropriate COR as soon as possible.
- DFTS Transit Times. The services provided by this contract are an essential enabler supporting the DoD's critical infrastructure. Incapacity of this transportation asset could have an adverse effect on national defense. The Contractor shall select the mode of transportation (Truckload [TL], Less-Than-Truckload [LTL], Scheduled, Specialized, Time-Definite Service, or Rail) to provide the most efficient and effective transportation services to meet the mandatory delivery date (MDD). The MDD is calculated by the shipper system using the transit guide as documented in the DTR or the hours/transit times specified in PWS Appendix I, Scheduled Truck. The services described in this PWS are required during normal, seasonal, and surge operations. Surge operations are sporadic events or fluctuations in shipment volumes that can range from a few days up to 60 calendar days. The Contractor shall furnish vehicles that are clean, odor-free, and in good working/mechanical condition in compliance with Department of Transportation standards. The Contractor shall also furnish all equipment necessary to safely transport the freight and shall be responsible for ensuring cargo is secured and protected from the elements. Equipment furnished for loading may be rejected by the shipper if, upon inspection, such equipment is considered unfit for the required transportation.
- g. Ordering Services for DFTS-Eligible Freight:
 - (1) The TO's primary method to submit freight movement requests is through Government shipper systems used at their respective sites (e.g., Distribution Standard System [DSS], Vendor Shipping Module [VSM], Cargo Movement Operational System [CMOS], and Global Freight Management [GFM] as applicable).
 - If freight movement is not DFTS-eligible, TOs will continue ordering as required under previously established practices (e.g., voluntary and/or negotiated tenders, existing small package contracts).
 - (2) The Contractor is required to accept government Transportation Service Requests by electronic (Electronic Data Interchange [EDI], web submission using the Contractor's web tool, and/or e-mail requests) and manual methods (phone and/or fax), except for DLA's DSS. Government locations that do not have ready access to a DoD shipper system (e.g., DSS, CMOS, or GFM), or if the DoD shipper system is down for an extended period of time, they will order transportation services using the following methods:
 - (a) Contractor's e-mail: DFS@Crowley
 - (b) Contractor's customer service center:
 - <u>1</u> Voice: Toll-free number 1-844-855-DFTS (3387)
 - 2 Fax: 1-904-727-4292

The Contractor provides notification to the submitting TO with data similar to the electronic transportation service response of manually entered transportation requests, and electronically creates an EDI 220 to be sent to the Government shipper system.

NOTE: EDI transactions between the DoD shipper systems and the Contractor's Transportation Management System (TMS) may experience a delay due to "batching" requirements of the DoD systems. Delays could add 30–45 minutes to the transaction time and are not counted against the Contractor's processing time.

- (3) TOs will submit freight TSP movement service requests through the Contractor.
 - (a) DFTS TSP liability limits are as follows:
 - 1 Actual value of loss or damaged item(s) up to a maximum of \$100K per a bill of lading (BL).

NOTE: TOs shipping high-value items should consider requesting and paying for increased valuation coverage (accessorial: Cargo Liability of Carrier [LIE])) or requesting exclusive use Expedited Service (EXP) (authorized accessorials) to protect the government from loss or damage.

- (b) DFTS accessorial codes and allowable charges are located in Appendix B of the PWS. In instances where services that are not covered by an accessorial service listed in Appendix B are requested or required, the shipper will notify the Contractor, who will contact the CO with the circumstances and settle upon a prenegotiated and agreed-upon rate or fee for providing the services prior to the commencement of action.
- h. Billing, Payment, and Audit of DFTS-Eligible Freight:
 - (1) Refer to the DFTS BPAP for guidance on processing DFTS transportation payments. Billing and payment will be made electronically through the Third Party Payment System (TPPS).
 - (2) Prepayment and audits are conducted by TPPS, and post payments are audited by the General Services Administration.
- Astray Freight: Consignors and consignees will follow guidance contained in DTR Chapter 209, Paragraphs E (Government Cargo Recovery Effort [GOCARE] Program) and F (GOCARE Responsibilities), and this paragraph.
 - (1) It is the responsibility of DoD shippers, consignees, and the DFTS Contractor to identify, report, and recover astray freight. A specific duty of the DFTS Contractor is to assist in the identification and delivery of astray freight.
 - (2) Astray freight includes any shipment that cannot be delivered due to inadequate identification of the consignor or consignee.
 - (3) For TO/COR information, the Contractor is required to report astray freight. When a Contractor's sub-contracted TSP discovers astray freight in its terminal or warehouse, the TSP will do the following:
 - (a) Report astray freight to the Contractor, who in turn will report to COR.
 - (b) Report astray freight to SDDC at <u>usarmy.scott.sddc.mbx.go-carriers@army.mil</u>. SDDC will furnish the DFTS Contractor with forwarding instructions.
 - (c) Seek assistance from local GOCARE representatives as indicated in the SDDC GOCARE Guidelines or from the applicable COR.

- (d) Pending final disposition, a TSP may turn the astray shipment over to the nearest military transportation office.
 - <u>1</u> When astray freight is transferred from the TSP to a local TO, the TO will provide a written receipt (any format available) back to the TSP.
 - 2 Freight that is subsequently returned to the TSP for further disposition will result in the previously provided receipt being cancelled.
 - 3 For DFTS astray freight claims, the TO will follow the DFTS claims procedure in Paragraph E.1.j.(4)(a).
- (e) Containers and trailers that do not possess identifying marks or possess conflicting marks will be opened by the local TO with the approval of the TSP and in the presence of a TSP-authorized representative.

NOTE: TSPs will be provided the GOCARE HOTLINE number, 800-526-1465, to report suspected astray government freight.

- j. Loss or Damaged Freight Claims Process:
 - (1) Freight moved under the DFTS program utilizes a commercial claims process to leverage the full capabilities of the Contractor. DFTS freight is identified through the Contractor's unique Standard Carrier Alpha Code (SCAC) (CYGO) on the BL (as the primary TSP).
 - (2) The DFTS Contractor utilizes a web-based claims reporting tool (https://tms.crowley.com/web/login) to file loss and damage (to include allowable transportation cost reimbursements) claims against its TSPs and to track the progress of the claim. Specific training on the commercial process will be provided during site implementation. Training will also be available using the Contractor's web-based training program associated with the reporting tool. Questions concerning the web-based training program should be directed to the Contractor's customer service center.
 - (3) The DFTS Contractor will facilitate the resolution of all DFTS-related claims filed on the Contractor's reporting tool. Claims filed with the Contractor must be resolved within 180 days from the submission of a completed package. The TO (normally the consignee) will prepare claims packages for all DFTS-related claims in accordance with (IAW) the requirements of the Contractor and this regulation.
 - (4) DFTS Claims Process:
 - (a) TOs (shipper/consignee):
 - TOs will inspect freight upon delivery and make annotations on all copies of the BL to document suspected loss or damaged materiel IAW provisions contained in DTR Chapter 211.

NOTE: Chapter DTR 211 paragraphs that may not be applicable to DFTS include C.2 (partial), V, and X. While TDRs may not be required when submitting a claim under DFTS, Service/Agency procedures may dictate otherwise. The TO may also use TDRs to request Requests For Information and to capture other supporting evidence to prepare a claims package. Understand that the Contractor does not have visibility within the TDR system and claims for freight moved under this contract will have to be submitted via the Contractors' system.

- The TO will contact the DFTS Contractor using the Contractor's IRT on their website or via e-mail or phone call to the DFTS Contractor customer service team to notify them of the potential loss or damage as soon as possible.
 - **NOTE:** TOs will contact the Contractor immediately when noticing obvious damage but not later than 14 days from the date of delivery for concealed damage.
- The TO will hold damaged freight in a secure location pending TSP inspection and provide the TSP's inspector access to the damaged freight upon request (if this is not feasible, the TO will take numerous, detailed photographs of the damaged cargo to pictorially document the damage).
- 4 TOs will capture evidence of loss and/or damage to DoD freight IAW DTR Chapter 211 processes.
- 5 TOs will determine liability based on evidence captured.
 - <u>a</u> If the Government is determined liable, the TO will complete a Miscellaneous TDR IAW DTR Chapter 210.
 - b If the TSP is determined liable, the TO will log on to the DFTS Contractor's TMS website (https://tms.crowley.com/web/login) to submit a claim by selecting the Claim process tab and completing the online claim form.
 - <u>c</u> TO will obtain supporting documents and submit them via e-mail (DFTS@Crowley), TMS, or fax (904-727-4292) to the Contractor's claims office.

NOTE: If the TO or claims submitter does not have access to the appropriate website, they should contact the Contractor's customer service at 1-844-855-3387 or by e-mail (DFTS@Crowley) to facilitate the filing of the claim. The TO/submitter is still responsible for preparing and submitting supporting documentation as indicated above. Once the Contractor has the minimum required documentation, they will proceed with the claim action.

(b) The DFTS Contractor:

- 1. Following notification from the TO/submitter, will contact the TSP to arrange a damage inspection (if desired by the TSP). If inspection is declined, the Contractor will annotate the declination and include this as part of the claims package.
- 2. Will evaluate the submitted claim and associated documentation for completeness and accuracy. If additional information is required to support the claim, the Contractor will contact the submitting TO for assistance.
- 3. Will facilitate claim resolution with TSPs IAW PWS provisions:
 - <u>a.</u> Upon obtaining a settlement offer with the TSP, the Contractor will present the settlement offer to a Government representative (e.g., Service/Agency COR or Defense Finance and Accounting Service [DFAS]) as indicated below:

(1) If the offer is equal to 100 percent of the claim value, the Contractor accepts the offer, collects the funds, and forwards the check and claim form to:

Defense Finance and Accounting Service (DFAS), (USN, USAF, USA, and DLA) Indianapolis Center ATTN: DFAS-IN-JFNCB 8899 East 56th Street Indianapolis, IN 46249-0630

(2) If the offer is less than 100 percent of the claim value, the Contractor presents the offer to the Service/Agency Representatives for review and advice regarding claim settlement offer approval/declination.

NOTE: Offers of less than 100 percent for DLA-owned freight will be sent to DFAS for settlement.

- (a) If the Service/Agency Representative advises the claim settlement offer is approved, the Contractor documents the recommended approval, accepts the offer with its TSP, collects the funds, and forwards the check and claim form to DFAS—Indianapolis, IN, for final approval and acceptance.
- (b) If the Service/Agency Representative advises the claim settlement offer is disapproved, the Contractor continues to facilitate with the TSP until an acceptable offer is achieved. If, after 120 days, an acceptable offer is not achieved, the Contractor will contact the DFTS CO for guidance.

NOTE: The CO may direct the Contractor to continue working with its TSP, or terminate the claim action. Upon termination of the claim action, the Contractor will package the claim and supporting documentation and forward them to DFAS—Indianapolis for further Government action.

- <u>4.</u> Will manage, track, and report status on all claims submitted against DFTS freight movements. TOs and other DFTS stakeholders may review the status of claims through the Contractor's website or through monthly reports issued by the Contractor/DFTS PMO.
- (c) The Service/Agency COR:
 - 1. Will view the claim settlement offer (less than 100 percent of the claim value) by logging on to the Contractor's website (https://tms.crowley.com/web/login) and entering the claims module. Supporting documentation will be available to the Service/Agency COR from the Contractor's claims office. These documents will be e-mailed to the Service/Agency COR upon request.
 - Will provide advice regarding the claim settlement offer's acceptability and notify the Contractor of the decision. The Service/Agency COR will use their best judgment based on the information provided by the TO and the Contractor's claims professionals. The Service/Agency COR will also understand and consider the limits of liability guidance contained in the DFTS PWS when making their decision. For example, an item destroyed with a value at \$200,000 may only have a claim value of \$100,000 (based on PWS limits) unless the TO declared and paid for increased valuation coverage.

- <u>a.</u> The Government acceptor will use all available resources and information (e.g., item value, liability determination, and best judgment) to make a determination regarding claim settlement.
- <u>b.</u> The process continues until an agreement or impasse occurs between the Contractor and the Service/Agency Representative. The Contractor will notify the DFTS CO of the impasse. The DFTS CO may request the package be forwarded to DFAS/United States Marine Corps (USMC) Claims Office for additional consideration.
- 3. If the Service/Agency Representative's recommendation is to reject the claim settlement offer, the Service/Agency Representative will provide a statement explaining the reason for rejecting the offer to the DFTS CO. This can be accomplished on the Contractor's website using the claims tool note section.

NOTE: Claims for shipments from a DLA facility up to the point of consignee receipt acceptance or receipt at a DLA facility for stock or transshipment (that are identified during offload) will be directed to DFAS for adjudication.

(d) The DFAS Claims Office:

- 1. Will review Service/Agency Representative's recommendations regarding acceptance or rejection of claim settlement offers.
- Will have the Contractor make available, upon request, the claim and its supporting documentation to DFAS—Indianapolis Claims Office for review and further Government action to include administrative collection action and civil litigation. The DFAS Claims Office will have access to the online claims tool.
- 3. Will notify the Contractor when the DFAS Claims Office has reached a final claim settlement with the TSP or terminated any further action on the claim (closed the claim). Notification is accomplished using the Contractor's webbased claims tool.
- 4. Will confirm the settlement amount is the proper amount based on the claim settlement offer and Service/Agency COR settlement recommendation. DFAS acceptance and deposit of the claim settlement check is the Government's final acceptance of the claim settlement and TSP release. DFAS will, upon request of the affected TSP, sign a TSP release form upon final acceptance of the settlement.
- <u>5.</u> Will provide assistance with filing disputed claims with the TSP to the Defense Office of Hearings and Appeals.

k. Surge Support:

- (1) The DFTS Contractor supports DoD surge requirements, including necessary planning activities, through collaborating with the Government to provide the transportation services required to meet mission requirements. Surge requirements include, but are not limited to, the following:
 - (a) Mobilization
 - (b) Wartime
 - (c) Natural disaster
 - (d) Humanitarian/contingency assistance support (e.g., FEMA)

- (e) Other designated emergency/contingency
- (1) The DFTS Contractor within an 8-hour notification will be available for on-call support 24 hours a day, 7 days a week, for any surge support requirements (as directed by the CO).
- (2) TOs will contact their Service/Agency COR with potential or known surge requirements as soon as possible. The Service/Agency COR will then contact the DFTS PMO/CO with the requirement, who in turn will provide notification to the Contractor to validate the requirement and to begin the planning and execution process.

1. Large-Scale Planning:

- (1) The DFTS Contractor may participate in unclassified portions of the planning process by assisting Government planners. Assistance may include, but is not limited to, the following:
 - (a) Consolidate freight when possible, both geographically and within the MDD time frames given.
 - (b) Recommend freight transportation process improvements to the DFTS PMO and Service/Agency COR.
 - (c) Develop freight transportation plans.
 - (d) Select mode of transportation based on an event, shipper requirements, specialized equipment utilized, and MDD.
 - (e) Plan and develop detailed routing to Tactical Assembly Areas and/or training locations for accurate estimates of freight arrival times.
- (2) The DFTS Contractor may be requested by TOs to provide additional support to large-scale planned events that include, but are not limited to, the following:
 - (a) Movement of cargo in support of unit moves from home station to a CONUS POE.
 - (b) Movement of cargo in support of unit moves from a CONUS port of debarkation (POD) to home station.
 - (c) Movement of cargo in support of CONUS unit moves to/from CONUS exercise or training locations.

Requests for this additional support must be provided 15 days prior to the movement to the DFTS Contractor. Limited rail movement may be requested of the DFTS Contractor when DoD rail assets are unable to meet the requirement.

m. Fuel Surcharge:

- (1) Shipments moving under the DFTS program will be subject to a fuel service charge in accordance with (Section 884 of the 2009 National Defense Authorization Act).
 - (a) Fuel surcharges regarding surface modes of transportation are based on the SDDC Fuel-Related Rate Adjustment Policy. DFTS will utilize this policy until further notice. Changes to the surface surcharge policy will be announced via the SDDC customer advisory system when applicable.
 - (b) Air rates are not subject to fuel surcharges.
 - (c) TOs will see fuel surcharges on the electronic response (EDI 220) from the Contractor. TOs will notify the DFTS PMO/CO through the Service/Agency Representative COR if there are discrepancies with invoiced surcharges.

- Accessorial Services relate to specialized services or equipment required/desired for a movement. Appendix B of the DFTS PWS lists the approved accessorial services, based on mode, for DFTS.
- o. Exception Codes can be found in Appendix C of the DFTS PWS. TOs at shipping and receiving sites will provide the DFTS Contractor a POC and/or assigned site representative that will be authorized to approve or deny exception codes for EXP shipments.
 - (1) The DFTS Contractor will electronically notify (e.g., e-mail, web notification) the affected site(s), the Service/Agency Representative (associated with the site), and the DFTS PMO that an EXP exception code(s) is used within 2 business days of the event providing specific details IAW the PWS on why the exception should be approved.
 - (2) The assigned site representative (TO) at the affected site will evaluate the circumstances surrounding the situation and either approve or deny the request for exception within 5 business days from the DFTS Contractor's initial request.
 - (3) Approval or denial of the exception code(s) uses the following process with https://tms.crowley.com (3GTMS).
 - (4) Process for Denial of exception code(s):
 - (a) Shipping and receiving sites will provide justification on denials by researching the situation occurring on their site. They will also be prepared to submit additional supporting documentation during the appeal process.
 - (b) If the exception is denied by the Service/Agency Representative, the DFTS Contractor can subsequently request approval of the exception from the DFTS PMO no later than 5 business days following rejection from the Service/Agency Representative.
 - (c) The DFTS CO may become involved if the Contractor submits a protest on the exception directly to the DFTS PMO. In this case, the DFTS CO will make final determination regarding the use of the exception code(s) based on findings obtained from the TO and COR.

p. Equipment Requirement:

- (1) The Contractor provides all the required types of equipment, to include a mix of general/van equipment and specialized equipment (e.g., lowboys, roller beds, air ride, and open equipment) to ensure availability to meet a shipper's requirements as identified in the shipper-unique requirements. The DFTS Contractor may offer equipment substitutions, which must be approved and documented by the shipping site TO. Substitutions at the convenience of the Contractor will be at no additional cost to the Government.
- (2) The Contractor will ensure all equipment arrives operable, clean, safe, and odor-free for freight pickup. In the event equipment arrives in an inoperable condition as indicated, the TO/Ordering Officer (OO) will accomplish the following:
 - (a) Refuse to load the equipment.
 - (b) Notify the Contractor's customer service center of the issue. The customer service center will arrange for immediate replacement equipment.
 - (c) Complete and submit a report on IRT reporting the issue (see Paragraph E.1.b.(3)).
 - (d) Notify the Service/Agency Representative as directed.

- (3) **Equipment pools may be required at several DLA Distribution Centers/Defense Distribution Depots and other shipper locations throughout the program (DFTS PSW Paragraph 1.3.3.1.2)**.
- q. Hazardous Materials (HAZMAT) Shipments:
 - (1) Shippers are responsible for certifying HAZMAT shipments prior to pickup IAW 49 Code of Federal Regulations (CFR), instructions provided in DTR Chapter 204, and applicable Service regulations (e.g., Air Force Manual [AFMAN] AFMAN 24-604, Preparing Hazardous Materials for Military Air Shipments) for the mode of shipment anticipated based on the MDD. The Contractor will refuse to ship HAZMAT that does not conform to all Federal, state, and local codes, ordinances, and regulations. The Contractor will ensure all drivers picking up HAZMAT freight, regardless of quantity of regulated material, provide an appropriately equipped, inspected vehicle and possess current HAZMAT endorsements annotated on the CDL.
 - (a) If a HAZMAT shipment is refused because it has not been certified properly IAW Part 49 CFR and/or AFMAN 24-604 for the mode of shipment anticipated based on the MDD, the Contractor will immediately notify the shipping site TO for resolution (proper repackaging). Generally, this situation would only occur when shipment was packaged for surface and the Contractor redirects to air.
 - (b) If the Contractor and the shipping site TO are unable to resolve the matter (the TO fails to repack the shipment), the Contractor will still accept the shipment but IAW the PWS, the Contractor will repack the shipment and become responsible for recertifying the shipment.
 - (c) The Contractor will notify the DFTS PMO who, in turn, will notify the Service Representative of the affected site to assist in any investigation required. The Contractor may not be held liable for late delivery of the shipment and may be entitled to additional compensation caused by the repacking requirement. The DFTS CO will make the final determination in this matter.
 - (2) The Contractor responsibilities are:
 - (a) Contract Management
 - (b) Transportation Coordination Services
 - (c) Transportation Services
 - (d) FEMA Support
 - (e) Humanitarian/Contingency Support
 - (f) Operational Support
 - (g) Information Technology

r. KEY POINTS OF CONTACT

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