

**UNITED STATES TRANSPORTATION COMMAND
(USTRANSCOM)**

**Contract: HTC711-11-C-W001
Awarded to Solicitation: HTC711-10-R-R014
27 April 2011**

**GULF-DEDICATED BARGE
TRANSPORTATION SERVICES**

Awarded to: JAR ASSETS, INC.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER SEE SCHEDULE	PAGE 1 OF 47
2. CONTRACT NO. HTC711-11-C-W001		3. AWARD/EFFECTIVE DATE 27-Apr-2011		4. ORDER NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANTHONY LAUDANO		b. TELEPHONE NUMBER (No Collect Calls) 618-220-7083	
9. ISSUED BY USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357 TEL: CONTACT BUYER FAX: CONTACT BUYER		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR SB HUBZONE SB 8(A) SVC-DISABLED VET-OWNED SB EMERGING SB SIZE STD: 500 NAICS: 483211		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO CODE SEE SCHEDULE		16. ADMINISTERED BY CODE SEE ITEM 9			
17a. CONTRACTOR/OFFEROR JAR ASSETS, INC. (b)(6) 2380 5TH ST STE 202 MANDEVILLE LA 70471-1823 TEL: 281-438-0852 FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE SYNCADA PAID BY SYNCADA VIA ELECTRONIC TRANSMISSION SCOTT AFB IL 62225		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18c. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT
	SEE SCHEDULE				
23. UNIT PRICE				24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See Schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$2,524,000.00 EST	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-3, 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-6 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE HTC711-11-C-W001 <input checked="" type="checkbox"/> OFFER DATED 13-Apr-2011 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE	
30a. SIGNATURE OF OFFEROR/CONTRACTOR (b)(6)		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) wieder		31c. DATE SIGNED 27-Apr-2011	
30b. NAME AND TITLE OF SIGNER (b)(6)		30c. DATE SIGNED 4-27-11		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) WILLIAM R. LINDQUIST / CONTRACTING OFFICER TEL: 618-220-7089 EMAIL: b111.lindquist@ustrancom.mil	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 3/2005)
Prescribed by GSA
FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 47
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>			
			42b. RECEIVED AT <i>(Location)</i>			
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

WAGE DETERMINATION

WAGE DETERMINATION 94-0196

Pursuant to FAR 52.222-41, Service Contract Act of 1965, as amended, the contractor shall obtain and download the applicable wage determinations for all areas of performance online at the following Department of Labor website: www.wdol.gov <<http://www.wdol.gov>> <<http://www.wdol.gov>> <<http://www.wdol.gov>> > . The wage determinations in effect at the time of exercise of the option shall govern this specific option period of performance.

PAYMENT INSTRUCTIONS**PAYMENT OF TRANSPORTATION INVOICES****A. GENERAL**

MRM 15 directed Reengineering of Defense Transportation Documentation and Financial processes. The directive specifically addressed reengineering billing, collection, and payment processes through transition to commercially acceptable practices. Implementation was coordinated between affected DOD installations and the commercial carrier industry. The Deputy Secretary of Defense directed the implementation of US Bank's PowerTrack (now Syncada) system to pay for transportation services. DOD contracts and voluntary tenders require the use of Syncada, and all DOD cargo movements must be offered only to commercial carriers who utilize Syncada as their billing and payment system.

B. THIRD PARTY PAY SYSTEM (TPPS)

1. A requirement to conduct business with DOD as a TSP will be TPPS capable. Even if otherwise qualified, TSP that is not TPPS certified will not be eligible to transport DOD freight. TPPS is an electronic freight transaction tracking and payment system.
2. The current authorized TPPS is Syncada, a service of US Bank. TSP should contact US Bank at 612-973-6597 or 1-800-417-1844 or on the web at <http://www.usbank.com/syncada>. Payment of freight services within the United States will be paid through Syncada. A fee is required to participate in the program.
3. Prior to submitting an invoice (e-bill) the TSP must have proof of delivery.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001

1st 50,000 barrel tow

FFP

Base Period 1 June 2011- 30 September 2011.

Barge transportation service in accordance with (IAW) the PWS.

Rate does not include fuel.

FOB: Destination

PURCHASE REQUEST NUMBER: SYNCADA

SIGNAL CODE: A

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001AA

4

Months

\$190,500.00

\$762,000.00

1st 50,000 Barrel Tow

FFP

Base Period 1 June 2011- 30 September 2011.

Barge transportation service in accordance with (IAW) the PWS.

Rate does not include fuel.

FOB: Destination

PURCHASE REQUEST NUMBER: SP060011119100

SIGNAL CODE: A

NET AMT

\$762,000.00

ACRN AA

\$762,000.00

CIN: SP0600111191000000AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					\$0.00

2nd 50,000 barrel tow
FFP
Base Period 1 June 2011- 30 September 2011.
Barge transportation service IAW the PWS.
Rate does not include fuel.
FOB: Destination
PURCHASE REQUEST NUMBER: SYNCADA
SIGNAL CODE: A

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		4	Months	\$190,500.00	\$762,000.00

2nd 50,000 Barrel Tow
FFP
Base Period 1 June 2011- 30 September 2011.
Barge transportation service IAW the PWS.
Rate does not include fuel.
FOB: Destination
PURCHASE REQUEST NUMBER: SP060011119100
SIGNAL CODE: A

NET AMT	\$762,000.00
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ACRN AA	\$762,000.00
CIN: SP0600111191000002	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Reimbursable out-of-pocket expense				\$0.00
	COST				
	Base Period 1 June 2011- 30 September 2011				
	Out of pocket expenses IAW section 5 reimbursable expenses of the PWS.				
	DO NOT PROPOSE				
	AMOUNT PROVIDED BY GOVERNMENT				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: SYNCADA				
	SIGNAL CODE: A				

ESTIMATED COST	\$ (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	Reimbursable out-of-pocket expense		Lot		\$1,000,000.00
	COST				
	Base Period 1 June 2011- 30 September 2011				
	Out of pocket expenses IAW section 5 reimbursable expenses of the PWS.				
	DO NOT PROPOSE				
	AMOUNT PROVIDED BY GOVERNMENT				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: SP060011119100				
	SIGNAL CODE: A				

ESTIMATED COST	\$1,000,000.00
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ACRN AA	\$1,000,000.00
CIN: SP0600111191000003	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004			Months		\$0.00

1st Optional on-Call 50,000 barrel tow
FFP

Base Period 1 June 2011- 30 September 2011.

The Unit price of \$210,000.00 was negotiated using a 4 month POP. This CLIN will be utilized in one month increments as required and IAW the PWS. A NEW MIPR must be submitted each time this CLIN is used. Rate does not include fuel.

FOB: Destination

PURCHASE REQUEST NUMBER: SYNCADA

SIGNAL CODE: A

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005			Months		\$0.00

2nd Optional on-Call 50,000 barrel tow
FFP

Base Period 1 June 2011- 30 September 2011.

The Unit Price of \$210,000.00 was negotiated using a 4 month POP. This CLIN will be utilized in one month increments as required and IAW the PWS. A NEW MIPR must be submitted each time this CLIN is used. Rate does not include fuel.

FOB: Destination

PURCHASE REQUEST NUMBER: SYNCADA

SIGNAL CODE: A

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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1001	1st 50,000 barrel tow		Months		\$0.00
OPTION	FFP Option Period 1-1 October 2011-30 September 2012 Barge transportation service IAW the PWS. Rate does not include fuel. FOB: Destination PURCHASE REQUEST NUMBER: SYNCADA SIGNAL CODE: A				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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1002	2nd 50,000 barrel tow		Months		\$0.00
OPTION	FFP Option Period 1-1 October 2011- 30 September 2012. Barge transportation service IAW the PWS. Rate does not include fuel. FOB: Destination PURCHASE REQUEST NUMBER: SYNCADA SIGNAL CODE: A				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003			Lot		\$0.00
OPTION	Reimbursable out-of-pocket expense COST option Period 1-1 October 2011- 30 September 2012 Out of pocket expenses IAW section 5 reimbursable expenses of the PWS. DO NOT PROPOSE AMOUNT PROVIDED BY GOVERNMENT FOB: Destination PURCHASE REQUEST NUMBER: SYNCADA SIGNAL CODE: A				

ESTIMATED COST	\$ (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004			Months		\$0.00
OPTION	1st Optional on-Call 50,000 barrel tow FFP Option Period 1- 1 October 2011- 30 September 2012. The Unit price of \$213,000.00 was negotiated using a 12 month POP. This CLIN will be utilized in one month increments as required and IAW the PWS. A NEW MIPR must be submitted each time this CLIN is used. Rate does not include fuel. FOB: Destination PURCHASE REQUEST NUMBER: SYNCADA SIGNAL CODE: A				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005			Months		\$0.00
OPTION	2nd Optional on-Call 50,000 barrel tow FFP Option Period 1- 1 October 2011- 30 September 2012. The Unit Price of \$213,000.00 was negotiated using a 12 month POP. This CLIN will be utilized in one month increments as required and IAW the PWS. A NEW MIPR must be submitted each time this CLIN is used. Rate does not include fuel. FOB: Destination PURCHASE REQUEST NUMBER: SYNCADA SIGNAL CODE: A				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001			Months		\$0.00
OPTION	1st 50,000 barrel tow FFP Option Period 2-1 October 2012- 30 September 2013 Barge transportation service IAW the PWS. Rate does not include fuel. FOB: Destination PURCHASE REQUEST NUMBER: SYNCADA SIGNAL CODE: A				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002			Months		\$0.00
OPTION	2nd 50,000 barrel tow FFP OptionPeriod 2-1 October 2012- 30 September 2013 Barge transportation service IAW the PWS. Rate does not include fuel. FOB: Destination PURCHASE REQUEST NUMBER: SYNCADA SIGNAL CODE: A				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003			Lot		\$0.00
OPTION	Reimbursable out-of-pocket expense COST Option Period 2-1 October 2012- 30 September 2013 Out of pocket expenses IAW section 5 reimbursable expenses of the PWS. DO NOT PROPOSE AMOUNT PROVIDED BY GOVERNMENT FOB: Destination PURCHASE REQUEST NUMBER: SYNCADA SIGNAL CODE: A				
ESTIMATED COST					\$ (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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2004			Months		\$0.00
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OPTION

1st Optional on-Call 50,000 barrel tow

FFP

Option Period 2- 1 October 2012- 30 September 2013.

The Unit price of \$214,500.00 was negotiated using a 12 month POP. This CLIN will be utilized in one month increments as required and IAW the PWS. A NEW MIPR must be submitted each time this CLIN is used. Rate does not include fuel.

FOB: Destination

PURCHASE REQUEST NUMBER: SYNCADA

SIGNAL CODE: A

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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2005			Months		\$0.00
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OPTION

2nd Optional on-Call 50,000 barrel tow

FFP

Option Period 2- 1 October 2012- 30 September 2013.

The Unit Price of \$214,500.00 was negotiated using a 12 month POP. This CLIN will be utilized in one month increments as required and IAW the PWS. A NEW MIPR must be submitted each time this CLIN is used. Rate does not include fuel.

FOB: Destination

PURCHASE REQUEST NUMBER: SYNCADA

SIGNAL CODE: A

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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3001

Months

OPTION

1st 50,000 barrel tow

FFP

Option Period 3-1 October 2013- 30 September 2014

Barge transportation service IAW the PWS.

Rate does not include fuel.

FOB: Destination

PURCHASE REQUEST NUMBER: SYNCADA

SIGNAL CODE: A

NET AMT

\$0.00

ITEM NO

SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

3002

Months

OPTION

2nd 50,000 barrel tow

FFP

Option Period 3- 1 October 2013- 30 September 2014

Barge transportation service IAW the PWS.

Rate does not include fuel.

FOB: Destination

PURCHASE REQUEST NUMBER: SYNCADA

SIGNAL CODE: A

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003			Lot		\$0.00

OPTION

Reimbursable out-of-pocket expense

COST

Option Period 3-1 October 2013- 30 September 2014

Out of pocket expenses IAW section 5 reimbursable expenses of the PWS.

DO NOT PROPOSE

AMOUNT PROVIDED BY GOVERNMENT

FOB: Destination

PURCHASE REQUEST NUMBER: SYNCADA

SIGNAL CODE: A

ESTIMATED COST

\$ (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004			Months		\$0.00

OPTION

1st Optional on-Call 50,000 barrel tow
FFP

Option Period 3- 1 October 2013- 30 September 2014.

The Unit price of \$217,500.00 was negotiated using a 12 month POP. This CLIN will be utilized in one month increments as required and IAW the PWS. A NEW MIPR must be submitted each time this CLIN is used. Rate does not include fuel.

FOB: Destination

PURCHASE REQUEST NUMBER: SYNCADA

SIGNAL CODE: A

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005			Months		\$0.00
OPTION	2nd Optional on-Call 50,000 barrel tow FFP Option Period 3- 1 October 2013- 30 September 2014. The Unit Price of \$217,500.00 was negotiated using a 12 month POP. This CLIN will be utilized in one month increments as required and IAW the PWS. A NEW MIPR must be submitted each time this CLIN is used. Rate does not include fuel. FOB: Destination PURCHASE REQUEST NUMBER: SYNCADA SIGNAL CODE: A				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001			Months		\$0.00
OPTION	1st 50,000 barrel tow FFP Option Period 4-1 October 2014- 30 September 2015. Barge transportation service IAW the PWS. Rate does not include fuel. FOB: Destination PURCHASE REQUEST NUMBER: SYNCADA SIGNAL CODE: A				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002			Months		\$0.00
OPTION	2nd 50,000 barrel tow FFP Option Period 4-1 October 2014- 30 September 2015. Barge transportation service IAW the PWS. Rate does not include fuel. FOB: Destination PURCHASE REQUEST NUMBER: SYNCADA SIGNAL CODE: A				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003			Lot		\$0.00
OPTION	Reimbursable out-of-pocket expense COST Option Period 4-1 October 2014- 30 September 2015 Out of pocket expenses IAW section 5 reimbursable expenses of the PWS. DO NOT PROPOSE AMOUNT PROVIDED BY GOVERNMENT FOB: Destination PURCHASE REQUEST NUMBER: SYNCADA SIGNAL CODE: A				
ESTIMATED COST					\$ (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004			Months		\$0.00
OPTION	1st Optional on-Call 50,000 barrel tow FFP Option Period 4- 1 October 2014- 30 September 2015. The Unit price of \$217,500.00 was negotiated using a 12 month POP. This CLIN will be utilized in one month increments as required and IAW the PWS. A NEW MIPR must be submitted each time this CLIN is used. Rate does not include fuel. FOB: Destination PURCHASE REQUEST NUMBER: SYNCADA SIGNAL CODE: A				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005			Months		\$0.00
OPTION	2nd Optional on-Call 50,000 barrel tow FFP Option Period 4- 1 October 2014- 30 September 2015. The Unit Price of \$217,500.00 was negotiated using a 12 month POP. This CLIN will be utilized in one month increments as required and IAW the PWS. A NEW MIPR must be submitted each time this CLIN is used. Rate does not include fuel. FOB: Destination PURCHASE REQUEST NUMBER: SYNCADA SIGNAL CODE: A				
NET AMT					\$0.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	Government	N/A	Government

0001AA Destination	Government	Destination	Government
0002 N/A	Government	N/A	Government
0002AA Destination	Government	Destination	Government
0003 N/A	Government	N/A	Government
0003AA Destination	Government	Destination	Government
0004 N/A	Government	N/A	Government
0005 N/A	Government	N/A	Government
1001 N/A	Government	N/A	Government
1002 N/A	Government	N/A	Government
1003 N/A	Government	N/A	Government
1004 N/A	Government	N/A	Government
1005 N/A	Government	N/A	Government
2001 N/A	Government	N/A	Government
2002 N/A	Government	N/A	Government
2003 N/A	Government	N/A	Government
2004 N/A	Government	N/A	Government
2005 N/A	Government	N/A	Government
3001 N/A	Government	N/A	Government
3002 N/A	Government	N/A	Government
3003 N/A	Government	N/A	Government
3004 N/A	Government	N/A	Government
3005 N/A	Government	N/A	Government
4001 N/A	Government	N/A	Government
4002 N/A	Government	N/A	Government
4003 N/A	Government	N/A	Government
4004 N/A	Government	N/A	Government
4005 N/A	Government	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JUN-2011 TO 30-SEP-2011	N/A	N/A FOB: Destination	
0001AA	POP 01-JUN-2011 TO 30-SEP-2011	N/A	SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE IL SEE SCHEDUL SEE SCHEDULE FOB: Destination	SEE SCHEDU
0002	POP 01-JUN-2011 TO 30-SEP-2011	N/A	N/A FOB: Destination	

0002AA	POP 01-JUN-2011 TO 30-SEP-2011	N/A	SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE IL SEE SCHEDUL SEE SCHEDULE FOB: Destination	SEE SCHEDU
0003	POP 01-JUN-2011 TO 30-SEP-2011	N/A	N/A FOB: Destination	
0003AA	POP 01-JUN-2011 TO 30-SEP-2011	N/A	SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE IL SEE SCHEDUL SEE SCHEDULE FOB: Destination	SEE SCHEDU
0004	POP 01-JUN-2011 TO 30-SEP-2011	N/A	N/A FOB: Destination	
0005	POP 01-JUN-2011 TO 30-SEP-2011	N/A	N/A FOB: Destination	
1001	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Destination	
1002	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Destination	
1003	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Destination	
1004	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Destination	
1005	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Destination	
2001	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Destination	
2002	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Destination	
2003	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Destination	
2004	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Destination	
2005	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Destination	

3001	POP 01-OCT-2013 TO 30-SEP-2014	N/A	N/A FOB: Destination
3002	POP 01-OCT-2013 TO 30-SEP-2014	N/A	N/A FOB: Destination
3003	POP 01-OCT-2013 TO 30-SEP-2014	N/A	N/A FOB: Destination
3004	POP 01-OCT-2013 TO 30-SEP-2014	N/A	N/A FOB: Destination
3005	POP 01-OCT-2013 TO 30-SEP-2014	N/A	N/A FOB: Destination
4001	POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination
4002	POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination
4003	POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination
4004	POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination
4005	POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 SCF0 001.22.1 TR11-0209 TRANSPORTATION S33150 SP0600TR11-0209
 AMOUNT: \$2,524,000.00
 CIN SP0600111191000000AA: \$762,000.00
 CIN SP0600111191000002: \$762,000.00
 CIN SP0600111191000003: \$1,000,000.00

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.219-8	Utilization of Small Business Concerns	DEC 2010
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	SEP 2009
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-18	Contractor Policy to Ban Text Messaging While Driving	SEP 2010
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-18	Availability Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7025	Reflagging or Repair Work	JUN 2005

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2010) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any

shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(i) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter I (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(vii) Reserved.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor no later than 30 days before the contract expires.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor no later than 30 days before the contract expires, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years 6 months

(End of clause)

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

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee	Class	Monetary Wage-Fringe Benefits
Riverboat Operator	GS5784-07	\$28.76
Deckhand	GS 5788-04	\$20.75

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2010) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5) (JUL 2010) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417)
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

RIDING GANG MEMBER REQUIREMENTS (OCT 2010)

(a) Definition. Riding gang member, as used in this clause, has the same definition as "riding gang member" in title 46 U.S.C. 2101.

(b) Requirements relating to riding gang members. Notwithstanding 46 U.S.C. 8106, the Contractor shall ensure each riding gang member holds a valid U.S. Merchant Mariner's Document issued under 46 U.S.C. chapter 73, or a transportation security card issued under section 70105 of such title.

(c) Exemption.

(1) An individual is exempt from the requirements of paragraph (b) of this clause and shall not be treated as a riding gang member for the purposes of section 8106 of title 46, if that individual is on a vessel for purposes other than engaging in the operation or maintenance of the vessel and is--

(i) One of the personnel who accompanies, supervises, guards, or maintains unit equipment aboard a ship, commonly referred to as supercargo personnel;

(ii) One of the force protection personnel of the vessel;

(iii) A specialized repair technician; or

(iv) An individual who is otherwise required by the Secretary of Defense or designee to be aboard the vessel.

(2) Any individual who is exempt under paragraph (c)(1) of this clause must pass a DoD background check before going aboard the vessel. With regard to these exempt individuals, the Contractor shall submit the name and other necessary identifying information for a background check to the approving official specified in the contract. The head of the contracting activity may waive this requirement if the individual possesses a valid U.S. Merchant Mariner's Document issued under 46 U.S.C., chapter 73, or a transportation security card issued under section 70105 of such title.

(3) An individual exempted under paragraph (c)(1) of this clause is not treated as a riding gang member and shall not be counted as an individual in addition to the crew for the purposes of 46 U.S.C. 3304.

(End of clause)

5552.223-9001 Health and Safety on Government Installations.

HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (APRIL 2007)

- (a) In performing work under this contract on a Government installation, the contractor shall:
- (1) Comply with the specific health and safety requirements established by this contract;
 - (2) Comply with the health and safety rules of the Government installation that concern related activities not directly addressed in this contract;
 - (3) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and
 - (4) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.
- (b) The contracting officer may, by written order, direct Air Force Occupational safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.
- (c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.
- (End of Clause)

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment I	Barge Information Transit Spreadsheet (Attach I)	8	27-JAN-2011

PWS REV I

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT

17 January 2011

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1. General.

1.1. Scope. This contract covers the transportation of Department of Defense-owned bulk jet fuel (JP5 and JP8) and marine diesel (F76), by tug and barge between all ordered United States ports and points on the Gulf of Mexico and the Lower Mississippi River and their connecting waterways and tributaries, including those specified below. The contractor must provide barge transportation using contractor-supplied equipment as specified in the performance work statement. This performance shall be provided by barge/tug systems compliant with the coastwise laws of the United States..

1.1.1. Place of Performance. A listing of loading/discharging locations is at Appendix A. This list is not all-inclusive. Loading/discharging points may change as fuel procurement award patterns change.

1.1.2. Period of Performance. The period of performance is a base period with four one-year option periods. Exercise of the option years will be at the sole discretion of the Government. Contractor will be notified 60 days in advance of exercising an option. The period of performance is as follows:

- Base period 1 June 2011- 30 September 2011
- First option period 1 October 2011- 30 September 2012
- Second option period 1 October 2012- 30 September 2013
- Third option period 1 October 2013- 30 September 2014

- Fourth option period 1 October 2014- 30 September 2015

1.1.3. Hours of Operation.

Contractor supplied equipment and crews must be available exclusively to the Government at all times, 24 hours per day, 7 days per week, for transporting cargo to and between the points stipulated or as may be directed by the Government, or to stand by at an origin, destination, or intermediate point as necessary and specified by the Government.

1.2. Safety and Security.

1.2.1. OSHA Compliance.

The contractor shall establish and maintain an effective and comprehensive safety program that complies with the provisions of the Occupational Safety and Health Act and the National Institute of Occupational Safety and Health. The contractor shall acquire, maintain, and require the use of safety equipment, personal protective equipment, and devices necessary to protect employees. The contractor shall be responsible for compliance with the Occupational Safety and Health Act of 1970 and for penalties resulting from violations.

1.2.2. Additional Regulations Compliance.

The contractor shall maintain and operate all equipment in accordance with applicable U.S. Coast Guard, federal and state laws, and military regulations, including applicable regulations of the Commander, DLA Energy, and shall also be in compliance with all fuel supply terminal requirements for barge tows. All contractors will comply with the provisions of the Jones Act. Compliance with the following regulation is mandatory:

DOD 4500.9R, Defense Transportation Regulation (DTR), August 2006.

Note: DOD 4500.9-R can be accessed through the following web site, www.transcom.mil. Follow the link to Defense Transportation Regulations. If you have any questions or need assistance in obtaining access to the link, contact DLA Energy-NCID at (703)767-9289.

1.2.3. Death or Injury to Personnel.

In all instances where contractor's employees are absent due to injury or death or for purposes of receiving medical attention due to an injury during or arising from performance under this contract, the contractor shall submit a full written report of the facts and the extent of such injury to the Contracting Officer Representative (COR) within 24 hours following the occurrence of such injury or death. In addition, the contractor shall submit to the COR a written accident report of each and every accident occurring to the contractor's employees within 24 hours after the occurrence. If an investigation of the accident is conducted, the contractor shall assist the investigator in securing statements from its employees and must make pertinent records available to the investigator and to the COR.

1.3. Damage and Loss Reports.

During operation under this contract, in all instances where cargo, contractor's equipment, or private or Government property is damaged, lost, or pilfered while in the care, custody, or possession of the contractor or through handling by the contractor's employees, agents, or subcontractors, the contractor shall submit a full written report of the facts and the extent of such damage or loss to the COR within 24 hours following the occurrence or discovery.

1.4. Quality and Performance.

The Government and the contractor will operate as a team to assure a high standard of quality is established and maintained in the performance of the contract. This will include Government measurement and surveillance of the contractor's performance to document and recognize instances of superior contractor performance, and to identify areas falling short of required performance standards early so that the contractor and the Government may work together to identify causes and eliminate problems before they become serious. The Government's Performance Measures and the Contractor's Quality Control (QC) program requirements are described below.

1.4.1. Contractor Quality Control, Reporting and Records

1.4.1.1. Quality Control Plan.

The contractor shall establish and maintain a Quality Control Plan (QCP) to ensure quality service is provided throughout the term of the contract. The contractor shall submit a proposed QCP as part of its technical proposal. The QCP should include as a minimum a description of how the contractor intends to meet the performance objectives, provide cargo free of contamination or degradation, and should also identify those areas the contractor sees as critical to the customers for this contract, how it will monitor quality performance in those areas, and how it will maintain or exceed customer expectations, including identification and correction of problems. The contractor shall include as part of his technical proposal a copy of the official U.S. Coast Guard Oil Spill Response Plan Letter of Certification in lieu of the original Oil Spill Response Plan. However, upon request by the Government, the contractor must provide a copy of the original Oil Spill Response Plan. The Government will identify deficiencies noted during the technical evaluation to the contractor, who will be responsible for making the necessary corrections.

1.4.1.2. Problem/Failure.

The contractor shall self-identify any problem or failure that may impact contract performance. In accordance with its QCP, the contractor should notify the COR/AME immediately of the problem, but follow-up in writing within 2 business days to the COR/AME a succinct written plan of action of contractor self-identification or awareness of a potential or real problem, failure or deficiency. The contractor shall detail the methodology for correcting the problem or deficiency in the plan of action, and provide an assurance of the specific time required to bring performance back to acceptable quality levels, as applicable.

1.4.1.3. Use of Quality Control Performance Information. Information from these reports will be compiled cumulatively to provide annual reports of past performance for use in past performance evaluations for future awards.

1.4.2. Government Quality Assurance.

Final determination that the services rendered are conforming is solely the responsibility of the Government. The Government Quality Assurance Surveillance Plan (QASP) is not a substitute for contractor quality control. The Government will monitor the contractor's performance in accordance with the QASP.

1.4.2.1. Performance Measurement Approaches.

The Contracting Officer (CO) and the COR will monitor contractor performance and compliance with the terms and the conditions of the contract in accordance with the QASP. The COR, in conjunction with the CO, will conduct periodic meetings with the contractor to discuss operations, and problem areas.

1.4.2.2. Visits

Government personnel, including but not limited to the COR and QAR, may make announced periodic visits to the contractor's facilities to observe daily operations. Announced visits will follow a 1-day prior notice to the contractor. During these visits, the contractor shall provide knowledgeable personnel to tour and inspect the areas. The CO and/or his representative will make periodic inspections.

1.5. Insurance Requirements**1.5.1. Cargo Insurance**

The contractor shall provide cargo insurance, at its own expense, as required by law, at least equal to the value of the cargo transported.

1.5.2. Liability, Pollution and Environmental Insurance

Contractor shall provide at its own expense, the appropriate amount of insurance as required by law.

1.5.3. Policy Notification

The contractor shall provide copies of cargo, public liability, and pollution liability insurance certificates to the CO prior to contract award and each time there is a change in coverage or policy renewal.

1.5.4. Written Notice

The contractor shall furnish a written notice to the CO 30 days in advance of the effective date of any reduction in, or cancellation of the cargo, public liability, or pollution liability insurance policies.

2. Government Responsibilities.**2.1. DLA Energy AME Inventory Manager Responsibilities**

The AME Inventory Manager will perform the following duties. The contractor will be provided the name and contact information for the AME Inventory Manager at time of contract award.

2.1.1. Cargo Routing

Issue cargo routing instructions to shippers.

2.1.2. Order Services

Order all loading and unloading services and schedule all movements.

2.1.3. Contact Information

Furnish the Contractor with the names and telephone numbers, including home telephone numbers, of persons designated as the Government's ordering, inspecting, and receiving representatives upon award of the contract.

2.1.4. Acknowledge Receipt

Acknowledgement of receipt shall be completion of the DD-250-1 and barge ullage sheet consisting of location, date of arrival, barge name/number, and cargo number and shall provide for signature by both a contractor representative and a designated Government representative. (See Appendix C.)

2.1.5. Measure, Verify, and Document Cargo

Arrange for measurement, verification, and documentation of all cargo remaining aboard barges at loading and unloading ports and, in accordance with Section 4.4.3 Carry Away Liability, deduct from the next monthly invoice, the value of cargo in excess of 10 barrels carried away per barge. Charges would apply only when barge equipment is changed or product carried changes.

2.1.6. Notify Receiving Activities

The AME Inventory Manager will notify the receiving activities of the scheduled arrival of the barge, including estimated date and time of arrival, barge name/number, and cargo number. However, this action does not relieve the contractor of their responsibility to provide 24, 12, and 3 hour notification as required by paragraph 4.5.1.

2.1.7. Authorize Access

Arrange for an authorized representative of the contractor to have access to all facilities to load and discharge barges as necessary.

2.1.8. Supply Required Forms

Supply the contractor with all forms that the contractor is required to file with DLA Energy AME (See Appendix C.)

2.1.9. Provide a Safe Berth

Provide a reachable and safe berth at all loading and discharging ports for the vessel to be afloat at all times, free of dockage, wharfage, pilotage, toll, and port charges. Tows needing to remain at the pier, past loading or discharge will only be allowed with the coordinated request and agreement of the loading/discharge location and DLA Energy AME Inventory & Traffic Manager.

2.1.10. Inspect and Accept Equipment

DLA Energy-AME Quality Assurance Representative will conduct pre-award and/or pre-service inspections for contractor equipment (see paragraph 3.2).

3. Contractor Furnished Equipment and Crew.

The contractor shall furnish all supplies, materials, equipment, and personnel necessary to perform the services incidental to the operation of the equipment listed below:

3.1. Barge and Tug Requirements.

The contractor shall own the equipment performing the transportation service or the contractor shall have the equipment under long-term lease for the duration of the contract period to include the base year and all option years. The contractor shall provide the following:

3.1.1. Barge.

Two barge tows, each with a total calibrated capacity of not less than 50,000 barrels. Each tow must consist of either two individual 25,000 barrel barges, or not more than three barges total, one of which has a capacity of at least 25,000 barrels. Maximum loaded draft for all tows is not to exceed 8.5 feet. Upon contract award, the contractor is required to position the tows at the loading location specified by the Government. The contractor is responsible for all costs associated with positioning the equipment at the initial loading point.

3.1.1.1. On-Call Tow.

These services will be ordered separately as priced within the Schedule. The Government will have the option to add additional tows or terminate existing on-call tows as traffic patterns change. The contractor shall provide for one additional tow when requested by the Government with a minimum of 15 days notice. On-call tows must be of the same capacity as those listed in paragraph 3.1.1. The equipment ordered will be in service on a month-by-month basis thereafter. The Government may terminate any on-call tow with a minimum of 15 days notice if that tow is no longer required. Should the Government terminate a tow within the 15 days notice, the contractor will be eligible to claim for cleaning and positioning costs associated with bringing the tow into service. Barge and tug requirements will be consistent within the parameters as provided in paragraph 3.1. The equipment must meet all Government inspection requirements addressed in paragraph 3.2 and must remain in dedicated service until released back to the contractor. Dedicated service is defined as the start and end date of the requested service. Payment will not commence until the tow is made available at the initial loading point, as specified in the contract modification, and will end on the last day of requested service upon cargo discharge at the destination point. Any subsequent changes to schedule details (e.g., date, loading port) required for expedience of the Government shall occur only upon modification of the contract by the CO. Otherwise, the contractor is responsible for all costs associated with positioning the equipment at the initial loading point. Payment for the on-call services will be in accordance with the prices listed in the Schedule.

3.1.2. Barge Equipment.

The contractor and its equipment must currently possess a USCG certificate for approval to operate in US coastal and inland waterways. The contractor shall provide a copy of the USCG certificate with their proposal.

3.1.2.1. Cargo Pumping System

A cargo pumping system with necessary hoses and connections capable of completely discharging and stripping the cargo tanks without outside power or assistance from the shore. The average load/discharge rate for all destinations shall be a minimum of 2,000 barrels per hour (BPH) at a pressure of 100 pounds per square inch (PSI) from the barge manifold including quantities stripped from cargo tanks. This effectively means that the total cargo shall be loaded/discharged as a minimum, in time represented by the total cargo stated in barrels divided by 2,000 barrels per hour.

3.1.2.2. Cargo Tank Stripping System

An independent cargo tank stripping system capable of stripping all but a maximum of 2 barrels of product per cargo tank, not to exceed 10 barrels for the entire barge. The discharge rate during tank stripping operations may be less than the minimum rates stipulated above.

3.1.2.3. Water Stripping System

In the event that a large amount of water is discovered on the barge, the contractor and Government QAR will investigate to determine the source and cause of the water. If the water source is determined to be from the shore

tank, the Government will be responsible for the cost of removal. If the source is determined not to be the cause of the Government, such as intake of seawater, then the contractor shall assume removal costs.

3.1.2.4. Gauge Point Marks and Calibration

Permanent gauge point marks with reference height stenciled to the deck or compartment hatch, certified calibration charts not exceeding eight years in age (provided that no structural alterations have been performed subsequent to the calibration date), trim correction tables and legible draft markings. Barges shall be recalibrated as needed at the contractor's expense during the contract period.

3.1.2.4.1. Calibration Charts

The contractor shall provide copies of the calibration charts and trim correction tables to the Government QAR upon request at loading and discharge points. A packet containing all calibration charts and trim correction tables pertaining to all equipment used in the performance of this contract shall be available on each tug or barge. The contractor shall provide a list showing the maximum load capacity of each barge at safe draft, updated whenever equipment or regulation or traffic area depths change. The contractor shall develop and maintain a barge gauge history for Government use or inspection in comparing barge loaded figures to shore loading figures. Anytime the physical structure of a barge is changed, due to damage or equipment modification, the barge must be strapped again, and a new set of gauging charts provided to the Government, at no cost to the Government.

3.1.2.5. Stainless Steel Tanks

Barges offered for consideration that are constructed of either stainless steel, carbon steel that has been epoxy coated with a non-coal tar based grade of epoxy, or uncoated mild steel tanks are acceptable for performance consideration under the provisions of this contract.

3.1.2.6. Steel Valves

Steel valves shall be an integral part of all barges used in the performance of this contract.

3.1.2.7 Spill Rails

Spill rails are required on all barges.

3.1.2.8 Sectional Fuel Delivery Hose

When required, the contractor shall provide 200 feet of sectional fuel delivery hose and various coupling attachments necessary for over-the-water fuel loading to ships. The contractor is liable for any damage or loss resulting from faulty equipment or caused by contractor negligence.

3.1.3. Tug

The tug for each tow offered must have between 1,500 and 2,100 HP, and be suitable in design and power to properly navigate the lower and upper Mississippi River, the Tombigbee and Arkansas Rivers, and the Gulf Intra-coastal Waterway.

3.2. Barge Initial Inspection and Acceptance

The contractor shall provide tug and barge equipment that conforms to the specifications of this contract (see Section 3.1 Barge and Tug Requirements), and that passes the Government's loading inspection. Equipment will be inspected at a common port that is both agreeable to the contractor and the AME QAR. Government inspection and acceptance of the contractor's equipment is a condition precedent to the Government's obligation to pay the monthly rates set forth in the Schedule of Rates. The monthly rates do not go into effect, and the Government incurs no obligation to make monthly payments, until the Government's QAR has approved the contractor's equipment for loading in accordance with Section 3.2.1.

3.2.1. Performance Objective - Pre-Service Inspection

Not later than 15 days prior to the initiation of transportation services, the contractor shall make its tugs and barges available for inspection and acceptance by the Government at the loading point specified by the COR. If the contractor fails to provide conforming equipment by this deadline, the COR will notify the CO for further resolution. Tows must be presented cleaned, gas free, and free of temporary patches. The contractor shall provide a

valid marine chemist certificate to the Government QAR prior to inspection. Contractor shall ensure that all cargo and vent lines have been drained of previous cargo, and flushed with hot water. Cargo tanks and bulkheads must be free of water, loose rust, sludge, mud, silt, and foreign objects. The Government QAR will take a sample of scale from inside of the cargo tanks and test it to determine the potential effects of the corrosion and gum characteristics on the cargo to be loaded. The contractor shall prepare the barge for inspection at its own expense. Acceptance of the equipment by the Government shall in no way be construed to attest to the seaworthiness of the barge or to other requirements of the U.S. Coast Guard. The Government's QAR will issue written confirmation of acceptance of equipment through the COR. Once accepted, the tug and barge equipment will be considered to have entered into dedicated service on this contract. This paragraph does not apply to barges carrying JP8 immediately before performance on this contract. However, use of such barges pursuant to this contract is subject to acceptance by the QAR.

3.3. Maintain, Position, and Operate Equipment

The contractor shall maintain, clean (including slop tanks), repair, position and operate its equipment to ensure its performance under the contract, including providing fuel to operate the tug and barge pump engines and shall provide all crew living provisions. The contractor shall pay all associated costs and expenses except those outlined under Section 5, Reimbursable Expenses.

3.4. Provide a Licensed Tankerman

The contractor is responsible for following all governing regulations and statutes in providing a licensed tankerman at all loading and discharge points identified in the PWS or hereafter required by the Government. The licensed tankerman must gauge barge tanks jointly with the Government QAR and make a record of quantities on required forms including Barge Ullage (DD Form 2479), or suitable commercial equivalent. As directed by the COR, the contractor shall furnish an additional shore tankerman when needed. The optional on-call additional licensed tankerman expense will be paid in accordance with Paragraph 5.4.

4. Contractor Tasks and Duties

4.1. Equipment Maintenance

4.1.1. Temporary Patching/Repairs

The contractor may use temporary repairs only until the barge can return to a point where permanent repairs can be made. Barges shall not be accepted for loading if there is evidence of concrete patches or other temporary repairs.

4.1.2. Performance Objective – Continuous Service

The contractor shall provide 24-hour, seven-day a week availability of equipment and crew to the Government for use under this contract. Contractor may be out of service no more than 10 cumulative calendar days per year.

4.1.2.1. Scheduled/Required Maintenance

Maintenance or repair periods shall not exceed 24 hours in duration, except when required for U.S. Coast Guard inspections or when mutually agreed between the Government and the contractor (e.g. periodic maintenance). The contractor shall provide notice of scheduled maintenance with expected duration of maintenance not less than 24 hours before the date it is scheduled.

4.1.2.2. Out-of-Service Notification

The contractor shall notify the COR immediately in the event that the contractor is unable to provide service due to unscheduled non-availability of equipment or crew, and must include the location of the equipment, cargo status (loaded or empty), reason for being out-of-service, and the expected duration of disability (Temporary Out-of-Service or Long-Term Out-of-Service) in the notification.

4.1.2.3. Long-Term Out-of-Service Notification

In the event that the notification is for Long-Term Out-Of-Service, the contractor shall provide a substitute for any or all of the equipment or crew designated for use under this contract within 24 hours (unless the Government elects

to waive the continuous service requirement for a longer period) and shall specify details of the substitution in writing. The specification shall include reason for the request for the substitute equipment and if repair/maintenance action is required, provide in-depth description of repairs to be made, facility and location of repair action, and estimated date equipment shall be returned to use. If carry-away of non-recoverable cargo is present in the barge, the CO will be notified by the COR and will negotiate a settlement.

4.1.2.4. Substitute Equipment

When contractor owned equipment is Out-of-Service Long-Term, the contractor shall substitute owned or leased equipment. The COR, upon inspection by an AME Quality Assurance Representative must approve, in advance, the substitution of equipment, provided the substitute equipment is equivalent to the contractor's original (permanent) equipment (i.e., meets the specifications and requirements in Section 3, Contractor Furnished Equipment And Crew). The Government reserves the right to inspect the substitute equipment prior to placement into service. The contractor shall prepare the substitute equipment for inspection as stipulated in Section 3.3, Maintain, Position, and Operate Equipment, when so required. The substitute equipment provided by the contractor shall be at no additional cost to the Government. The original equipment must be returned to service as soon as practical unless otherwise requested by the contractor and approved by the COR. Barge equipment substituted for the convenience of the contractor is not entitled to cleaning expenses as a result of the substitution. The contractor shall include in the request for substitute approval the estimated fuel burn and transit times of the substitute equipment.

4.1.3. Failure to Perform

Should the contractor be unable to perform or choose not to provide substitute equipment or crews for all days beyond the first 24-hour period the contractor's equipment is out-of-service, the Government may take a pro rata deduction from the contractor's monthly invoice for each hour beyond the first 24-hour period. If the Government procures substitute equipment or crews from an alternate source to meet movement requirements the contractor is unable to meet, the Government may take an additional deduction from the contractor's monthly invoice for the Government's excess re-procurement costs, if any. Excess re-procurement costs will be assessed only for those days that the contractor's equipment remains out-of-service.

The sample Excess Re-procurement calculation, shown below uses the following information:

Contract rate: \$10,000/day; \$416.66/hour

Sample Calculation - Excess Re-Procurement Costs

Date and Time	Event	Formula Calculation	Cost
05 January 10:00 a.m.	Contractor equipment goes Out-Of-Service (OOS)	None. Within 24-hour period.	None.
06 January 10:00	Contractor equipment remains OOS, unable to provide substitute equipment.	Calculation begins, 24-hour window has expired.	
06 January 11:00	Decision made to procure substitute equipment for period 08 to 13 January.	\$20,000/day x 6 days (\$833.33/hour)	\$120,000 Cost
08 January 08:00	Substitute equipment begins loading.		
08 January 15:00	Contractor equipment submitted for inspection prior to return to service.		
08 January 20:00	Contractor equipment returned to service. Deduction from invoice.	58 hours x \$416.66/hr (10:00 on 06 January through 20:00 on 08 January)	\$24,166.28

Date and Time	Event	Formula Calculation	Cost
	Re-procurement costs.	12 hours x \$416.67/hr* (*rate is calculated by subtracting the contract equipment rate from the substitute equipment rate, e.g. \$833.33-\$416.66)	\$5,000.04
TOTAL PRO-RATA DEDUCTION FOR FAILURE TO PERFORM			\$29,166.32

4.2. Cargo Delivery Services

4.2.1. Loading or Discharging Cargo

Upon arrival at a loading or discharge port, the contractor shall load or discharge any quantity of cargo, entire or partial, as specified by the COR / AME Inventory Manager.

4.3. Transit Times

The contractor shall complete the Barge Information Transit Spreadsheet(Attachment 1) with their proposal that identifies tug speed (in knots), and estimated fuel burn (in gallons) for round trip between the loading and discharge points shown in Appendix A of the PWS. The spreadsheet will also include their estimated transit times for each route including return empty.

4.4. Responsibility for Cargo

(The forms are located in Appendix C. All forms shall be submitted to the QAR.)

4.4.1. Loss or Contamination Liability

The contractor shall sign the DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report, as its receipt for the Government property it received for transportation. The contractor assumes full liability for, and agrees to reimburse the Government for, the actual loss or contamination to the cargo it receives for transportation, except when loss and/or damage arises out of an Act of God or Force Majeure. Full liability includes both product and transportation costs.

4.4.2. Gauging

Both the tankerman and the Government representative must perform gauging of the vessel jointly. The contractor shall ensure that responsible vessel personnel are readily available for gauging operations so as to not unduly delay release and departure of the equipment. The contractor shall ensure that a barge ullage form (DD Form 2479) is annotated at both the loading and discharge locations. The form may be annotated by the QAR, but in this case the contractor will verify and agree to the gauge figures and readings annotated.

4.4.3. Carry Away Liability

The contractor shall be liable for all measurable product carried away due to failure of the contractor's equipment to discharge the cargo completely, excluding product remaining in equipment lines, manifolds, and sumps (10 barrels before line drop). Liability is based on the procurement and transportation cost of the cargo carried away and is to be deducted from the contractor's monthly invoice. However, the contractor is not liable for carry-away cargo if the Tanker/Barge Material Inspection and Receiving Report (DD Form 250-1) and the Barge Ullage Report (DD Form 2479) establish that the cargo carried away remains on board when the same equipment is utilized for subsequent loading. Measurable cargo carried away at the end of the contract period shall be deducted from the contractor's final monthly invoice.

4.4.4. Performance Objective – Cleaning To Prevent Contamination or Degradation of Cargo

The contractor shall ensure that all equipment is clean and free, as contained in the rules of MIL-STD 3004 (A), from any condition that would contaminate or degrade cargo. The Government will reimburse the contractor for cleaning expenses only when the contractor can demonstrate that the equipment was contaminated due to the fault

of the Government, the cleaning is directed by the Government to change grades of cargo transported, or when directed by the Government to complete cleaning for routine maintenance. Cleaning reimbursement shall be paid as an out-of-pocket expense. Failure to provide equipment clean and free of any contaminants more than four times annually will result in a performance failure.

4.4.4.1. Minimum Requirements for the Preparation of Barge Tank Cargo Tanks

The minimum requirements for the preparation of barge cargo tanks is at Appendix B.

4.4.4.2. Contamination or Degradation Liability

If contamination or degradation of Government cargo occurs due to the contractor's failure to properly maintain its equipment, the contractor shall be liable to the Government for replacement costs and/or associated costs with returning the cargo to specification.

4.5. Reporting and Communication

The contractor shall maintain contact with the COR, the various consignors, consignees, and the Government QAR to ensure prompt and efficient cargo movement, and shall provide position and status reports and communication regularly to the COR and others, as required. The COR can be contacted at the following:

DLA Energy
DLA Energy-AME (Houston, TX) 713-718-3883
Emergency - If unable to reach the regional office, contact
DLA Energy Command Control Center
703-767-8420

4.5.1. Performance Objective – Daily Equipment Position and Status Reports

The contractor shall transmit daily facsimile or electronic mail Equipment Position and Status Reports to the COR and applicable Inventory Managers reflecting the position and status of the barge by 0900, Central Time, plus or minus one hour. Failure by the contractor to provide daily status reports within the required timeframe more than once per month will result in a performance failure.

4.5.2. Readiness Notice

Prior to arrival, the contractor must provide Notice of Readiness (NOR) at a minimum of 24, 12, and 3 hours. Furthermore, the contractor shall provide a NOR to load/discharge to designated loading and discharging officials immediately upon the tow's arrival at the loading/discharging terminal of the port complex. In the event the tow is not allowed to immediately proceed to the loading/discharging berth, the contractor shall communicate the NOR to the terminal by fax, email, or telephone to document its arrival. The NOR is the official method of determining when laytime for the tow begins.

4.5.3. Performance Objective - Cargo Documentation

The contractor shall maintain a copy of all loading documents, including Barge Ullage (DD Form 2479) or acceptable commercial equivalent form, and DD Form 250-1, for Government use at each discharge port. Failure of the contractor to present the listed forms to the discharge port on more than two occasions annually will result in a performance failure.

4.6. Responsibility for Damage to Government Property

4.6.1. Damage Due to Contractor Negligence

The contractor shall be responsible for unresolved damage claims and must assume liability for damage to Government property resulting from negligence on the part of the contractor. The contractor must also reimburse the Government for actual expenses incurred by the Government due to breakdown of contractor's equipment or delay due to negligence of the contractor, which prevents prompt acceptance or delivery of intended cargo.

4.6.2. Prevent Damage to Facilities

The contractor shall be responsible for removing equipment when directed by the loading/discharging terminal or paying for damages caused as a direct result of contractor's decision to remain at pier side during extreme weather conditions or national disasters.

4.7. Service Delivery Summary (SDS)

The SDS represents important contract objectives that, when met, will ensure contract performance is satisfactory. Although not all PWS requirements are listed in the SDS, the contractor is fully expected to comply with all requirements in the PWS. The SDS serves as a point of reference for the contractor and the Government to measure the services provided. The CO will issue a Contractor Discrepancy Report when the contractor's performance is unsatisfactory. The contractor shall reply in writing within 24 hours, giving reasons for unsatisfactory performance and identifying the corrective action(s) to be taken to prevent recurrence.

Performance Objective	PWS Paragraph	Performance Thresholds
Pre-Service Inspection	3.2.1	100% of equipment available for inspection NLT 15 calendar days prior to initiation of transportation services.
Continuous Service	4.1.2	NMT 10 cumulative calendar days out of service per year
Cleaning to prevent Cargo Contamination	4.4.4	NMT 4 failures per year to provide equipment clean and free of contaminants
Daily Position Reports Receipt of Daily Position Reports	4.5.1	NMT 1 failure per month to provide daily status reports within the required timeframe
Cargo Documentation DD Form 2479 & DD Form 250-1	4.5.3	NMT 2 failures per year to present the listed forms to the discharge port

5. Reimbursable Expenses

5.1. COR Approval

All reimbursable expenses must be approved in advance by the COR. The Government will not be liable for any taxes, fees, tariffs, licenses or other costs or expenses associated with performance on this contract other than those specifically referenced herein.

5.2. Out-of-Pocket Expenses - Tolls and Charges

Out-of-Pocket expenses are expenses that are additional cost to the vendor, but still required to accomplish the work. They are in addition to the normal cost of the contract, and not included in the root contract payment. Out-of-Pocket expenses are defined as tolls, assist tugs, barge cleaning expenses, and additional tankerman. Bunker Fuel is a reimbursable expense, but tracked as a separate expense, other than Out-of-Pocket. The Government will provide a reachable safe berth for the contractor's equipment at all loading and discharging ports free of dockage, wharfage, pilotage, and fleeting tolls, and other port charges. If such charges accrue through no fault of the contractor or its employees, the contractor shall initially pay the charges and submit the paid bill to the Government for reimbursement in conjunction with its next regular monthly invoice. The contractor shall make diligent effort to safely avoid the need for fleeting wherever possible to limit costs to the Government.

5.2.1. Assist Tugs

The contractor shall be responsible for the expense of assist tugs used in transporting, berthing or maneuvering the vessel to/from docks or through locks except when such assist tugs are required by local harbor regulation or other lawful authority. The Government will reimburse the contractor for use of assist tugs only under those conditions and on the same basis as described in Section 5.2, Tolls and Charges.

5.2.2. Icing Condition Expenses

The contractor shall obtain approval in advance from the COR before operating in icing conditions, which is defined as 3 inches or more on the body of water. If a contractor operates in icing conditions, the Government will pay the contractor an additional 50% of the pro-rated daily rate per barge for every day the contractor operates in icing conditions. Payment of the additional amount shall only be paid upon the contractor providing documentation by the United States Coast Guard of the icing conditions.

5.2.3. Barge Cleaning Expenses

Barge cleaning expenses claimed in accordance with Paragraph 4.4.4.1 shall be approved in advance by the COR. Authorized cleaning expenses shall be billed for reimbursement as described in Section 5.2, Tolls and Charges.

5.3. Bunker Fuel Reimbursement

Reimbursement for Bunker Fuel consumed in performance under the contract shall be paid on an actual cost basis. The contractor shall submit the completed Barge Information Transit Spreadsheet (Attachment I) with their proposal that identifies tug speed (in knots), estimated fuel burn (in gallons), for round trip between the loading and discharge points shown in Appendix A of the PWS. The basic reimbursement will be based on barge movements (loaded or empty) as provided for with the PWS. (Reference Attachment I). The contractor may decide refueling location based on location convenience, however good judgment shall be used and the refueling port selected shall have competitive fuel prices for the local area. Any repositioning or additional movement of contractor's equipment to a cleaning facility occasioned by its having been contaminated through no fault of the contractor will be calculated and reported separately. Repositioning costs for cleaning not associated with contamination by others will not be reimbursed.

5.4 On-Call Additional Tankerman Expenses

When the contractor determines a need for an Additional Tankerman, a request to add a tankerman shall be made to the COR and approved prior to use. Once approved, the contractor must furnish documentation to show actual expenses for the additional tankerman services before reimbursement will be made.

6. Definitions**Carryaway Product**

Cargo exceeding 10 barrels per barge remaining in cargo tanks after discharge operations and before line drop.

Contracting Officer's Representative (COR)

An individual designated and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.

Force Majeure

Force Majeure literally means "greater force". These clauses excuse a party from liability if some unforeseen event beyond the control of that party prevents it from performing its obligations under the contract. Typically, force majeure clauses cover natural disasters or other "Acts of God", war, or the failure of third parties--such as suppliers and subcontractors--to perform their obligations to the contracting party. It is important to remember that force majeure clauses are intended to excuse a party only if the failure to perform could not be avoided by the exercise of due care by that party.

Innage	The portion of a cargo tank that is full of fuel.
Ullage or Outage	The portion of a cargo tank that is not filled with fuel.
Licensed Tankerman	Contractor personnel licensed by the U. S. Coast Guard to be responsible for all loading and discharging operations.
Out-of-Pocket	Local port fees or similar charges incurred. Such fees or expenses may include those for dockage, wharfage, pilotage, fleeting, tolls, port charges, assist tugs when required by local harbor regulation, bunker fuel reimbursement, or other lawful authority, or cleaning charges.
Out-of-Service	Any non-availability of tug or barge equipment or crew, such as to preclude meeting a Government requirement. It may be either Temporary (normally less than 24 hours), or Long-Term (24 hour or greater) non-availability of equipment or crew.
Quality Assurance Representative (QAR)	A qualified barge and fuels inspector.

Appendix A: Historical Location Information. The DLA Energy Americas East Office, Houston, TX (hereafter referred to as AME) Loading/Discharging (Receiving) locations shown below are provided as historical information. However, **this list is not all-inclusive.** Loading/Discharging points may change as fuel procurement award patterns change.

Listing of Loading and Discharge Ports.

JP8 Loading Ports

Exxon/Mobil Company, USA, Baton Rouge, LA
Valero, Texas City, TX
Placid Refining, Port Allen, LA
BP, Texas City, TX
Shell, Mobile, AL
Shell, Deer Park, TX
Magellan Midstream Partners LP, Galena Park, TX
Valero, Corpus Christi, TX
Air BP, Texas City, TX

JP8 Discharge Ports

Naval Air Station, Belle Chase (New Orleans), LA
Air National Guard, Gulfport, Gulfport, MS
Eglin Air Force Base, Fort Walton Beach, FL
Hurlburt Field, Fort Walton Beach, FL
Tyndall Air Force Base, Panama City, FL
Naval Air Station Pensacola, Pensacola, FL
Magellan Midstream Partners LP, Galena Park, TX

JP5 Loading Ports

Placid Refining, Port Allen, LA
Shell, Deer Park, TX
Magellan Midstream Partners LP, Galena Park, TX
Valero, Corpus Christi, TX

JP5 Discharge Ports

Magellan Midstream Partners LP, Galena Park, TX

F76 Loading Ports

Valero Refining, Texas City, TX
Valero, Corpus Christi, TX
CITGO, Lake Charles, LA
Calcasieu Refining, Lake Charles, LA
Magellan Midstream Partners, LP, Galena Park, TX

F76 Discharge Ports

Naval Air Station, Ingleside, Corpus Christi, TX
Magellan Midstream Partners LP, Galena Park, TX

Appendix B: Minimum Requirements for the Preparation of Barge Cargo Tanks
Excerpt from MIL-STD-3004 (A)

LAST CARRIED PRODUCT	PRODUCT TO BE LOADED					
	Leaded gasoline, aviation	Gasoline, automotive	Turbine fuel, aviation, kerosene type F-34, F-35, F-44	Diesel fuel oil - distillate	Diesel fuel oil-residual	Lube oil
Leaded Gasoline, Aviation	A	A	B	B	B	B
Gasoline, Automotive	A	A	B	B	B	B
Turbine fuel, aviation, kerosene TYPE, F-34, F-35, F-44	A	A	A	A	A	E
Diesel fuel oil - distillate	C	C	A	A	A	E
Diesel fuel oil-residual	NO LOAD	NO LOAD	NO LOAD	D	A	E
Lube Oils	NO LOAD	NO LOAD	NO LOAD	D	A	E

LEGEND:

A. Drop lines and strip tanks.

B. All cargo and vent lines will be drained of previous product and flushed with cold water. Cargo tanks will be thoroughly machine washed using cold water. Tanks will be gas freed.

C. The same as for Paragraph B., above, except that hot water will be used instead of cold water.

D. The same as for Paragraph C above. In addition tanks and lines will be flushed with product to be loaded and examined to confirm meeting product specification. Process will be repeated as necessary until passing results are obtained.

E. Cargo tanks and systems must be cleaned in such a manner as will remove all rust, scale, sediment, and all traces of previous cargo and water.

NOTE: Any product change procedure not specifically addressed by the Appendix A table must be approved in advance by DLA Energy-BQ and/or DLA Energy-AME Quality Manager.

Appendix C: Applicable Forms

DOD Form 250-1 Attached

DOD Form 2479 Attached

Appendix D: Estimated Barge Movements

Gulf Estimated Barge Movements as identified in
Performance Work Statement (PWS).

Barge requirements are based on utilizing 50,000 bbl tows.

Optional on-call tows may be requested as needed to meet any
projected shortfalls in requirements.

Gls = gallons

Bbls = barrels

2011 - 2012 Projected					
Origin:	Destination:	<u>Estimated</u> QTY (Gls)	<u>Estimated</u> QTY (Bbls)	Product	<u># Barges</u> Yearly
Shell, Mobile, AL	Belle Chasse, LA	5,719,362	136,175	JP8	
	Gulf Port, MS	476,129	11,336		
	Pensacola, FL	18,910,494	450,250		
	Eglin, FL	20,810,593	495,490		
	Hurlburt, FL	4,393,266	104,602		
	Tyndall, FL	27,321,077	650,502		
	Total	77,630,921	1,848,355		37
ExxonMobil, LA	Houston, TX	25,200,000	600,000	JP8	12
Placid, LA	Houston, TX	75,600,000	1,800,000		36
	Total	100,800,000	2,400,000		48

Note: Above locations utilize two (2) Barges. Estimate one (1) Barge per week to above destinations.

2012 - 2013 Projected					
Origin:	Destination:	<u>Estimated</u> QTY (Gls)	<u>Estimated</u> QTY (Bbls)	Product	<u># Barges</u> Yearly
Shell, Mobile, AL	Belle Chasse, LA	5,719,362	136,175	JP8	
	Gulf Port, MS	476,129	11,336		
	Pensacola, FL	18,910,494	450,250		
	Eglin, FL	20,810,593	495,490		
	Hurlburt, FL	4,393,266	104,602		
	Tyndall, FL	27,321,077	650,502		
	Total	77,630,921	1,848,355		37
ExxonMobil, LA	Houston, TX	25,200,000	600,000	JP8	12
Placid, LA	Houston, TX	75,600,000	1,800,000		36
	Total	100,800,000	2,400,000		48

Note: Above locations utilize two (2) Barges. Estimate one (1) Barge per week to above destinations.

2013 - 2014 Projected

Origin:	Destination:	Estimated QTY (Gls)	Estimated QTY (Bbls)	Product	# Barges Yearly
Shell, Mobile, AL	Belle Chasse, LA	5,719,362	136,175	JP8	
	Gulf Port, MS	476,129	11,336		
	Pensacola, FL	18,910,494	450,250		
	Eglin, FL	20,810,593	495,490		
	Hurlburt, FL	4,393,266	104,602		
	Tyndall, FL	27,321,077	650,502		
	Total	77,630,921	1,848,355		37
ExxonMobil, LA	Houston, TX	25,200,000	600,000	JP8	12
Placid, LA	Houston, TX	75,600,000	1,800,000		36
	Total	100,800,000	2,400,000		48

Note: Above locations utilize two (2) Barges. Estimate one (1) Barge per week to above destinations.

2014 - 2015 Projected

Origin:	Destination:	Estimated QTY (Gls)	Estimated QTY (Bbls)	Product	# Barges Yearly
Shell, Mobile, AL	Belle Chasse, LA	5,719,362	136,175	JP8	
	Gulf Port, MS	476,129	11,336		
	Pensacola, FL	18,910,494	450,250		
	Eglin, FL	20,810,593	495,490		
	Hurlburt, FL	4,393,266	104,602		
	Tyndall, FL	27,321,077	650,502		
	Total	77,630,921	1,848,355		37
ExxonMobil, LA	Houston, TX	25,200,000	600,000	JP8	12
Placid, LA	Houston, TX	75,600,000	1,800,000		36
	Total	100,800,000	2,400,000		48

Note: Above locations utilize two (2) Barges. Estimate one (1) Barge per week to above destinations.

2015 - 2016 Projected

Origin:	Destination:	Estimated QTY (Gls)	Estimated QTY (Bbls)	Product	# Barges Yearly
Shell, Mobile, AL	Belle Chasse, LA	5,719,362	136,175	JP8	
	Gulf Port, MS	476,129	11,336		
	Pensacola, FL	18,910,494	450,250		
	Eglin, FL	20,810,593	495,490		
	Hurlburt, FL	4,393,266	104,602		
	Tyndall, FL	27,321,077	650,502		

	Total	77,630,921	1,848,355		37
ExxonMobil, LA	Houston, TX	25,200,000	600,000	JP8	12
Placid, LA	Houston, TX	75,600,000	1,800,000		36
	Total	100,800,000	2,400,000		48

Note: Above locations utilize two (2) Barges. Estimate one (1) Barge per week to above destinations.

29 May 2016 – 28 Nov 2016
(6 month extension)

<u>Origin:</u>	<u>Destination:</u>	<u>Estimated</u>	<u>Estimate</u>	<u># Barges</u>	
		<u>QTY (Gls)</u>	<u>d</u>		<u>Yearly</u>
			<u>QTY</u>	<u>Product</u>	
			<u>(Bbls)</u>		
Shell, Mobile, AL	Belle Chasse, LA	2,859,681	68,088	JP8	
	Gulf Port, MS	238,065	5,668		
	Pensacola, FL	9,455,247	225,125		
	Eglin, FL	20,810,593	495,490		
	Hurlburt, FL	2,859,681	68,088		
	Tyndall, FL	2,859,681	68,088		
	Total	39,082,948	930,546		19
ExxonMobil, LA	Houston, TX	12,600,000	300,000	JP8	12
Placid, LA	Houston, TX	37,800,000	900,000		36
	Total	50,400,000	1,200,000		24

Note: Above locations utilize two (2) Barges. Estimate one (1) Barge per week to above destinations.

PAYMENT INSTRUCTIONS

PAYMENT OF TRANSPORTATION INVOICES

C. GENERAL

MRM 15 directed Reengineering of Defense Transportation Documentation and Financial processes. The directive specifically addressed reengineering billing, collection, and payment processes through transition to commercially acceptable practices. Implementation was coordinated between affected DOD installations and the commercial carrier industry. The Deputy Secretary of Defense directed the implementation of US Bank's PowerTrack (now Syncada) system to pay for transportation services. DOD contracts and voluntary tenders require the use of Syncada, and all DOD cargo movements must be offered only to commercial carriers who utilize Syncada as their billing and payment system.

D. THIRD PARTY PAY SYSTEM (TPPS)

1. A requirement to conduct business with DOD as a TSP will be TPPS capable. Even if otherwise qualified, TSP that is not TPPS certified will not be eligible to transport DOD freight. TPPS is an electronic freight transaction tracking and payment system.
2. The current authorized TPPS is Syncada, a service of US Bank. TSP should contact US

Bank at 612-973-6597 or 1-800-417-1844 or on the web at <http://www.usbank.com/syncada>. Payment of freight services within the United States will be paid through Syncada. A fee is required to participate in the program.

3. Prior to submitting an invoice (e-bill) the TSP must have proof of delivery.