

**UNITED STATES TRANSPORTATION COMMAND  
(USTRANSCOM)**

**CONTRACT: HTC711-11-D-W0005, 8 July 2011  
Incorporates Modifications P0001-P00004**

**Regional Domestic Contract-5S for Intermodal Break-Bulk  
Ocean Liner Service**

**Awarded to: Matson Navigation Company, Inc.**



<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 11	
2. CONTRACT NO. HTC711-11-D-W005		3. AWARD/EFFECTIVE DATE 08-Jul-2011		4. ORDER NUMBER		5. SOLICITATION NUMBER HTC711-11-R-W003	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JENNIFER L. GHERARDINI		b. TELEPHONE NUMBER (No Collect Calls) 618-220-6720		6. SOLICITATION ISSUE DATE 14-Apr-2011	
9. ISSUED BY  USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357  TEL: CONTACT BUYER FAX: CONTACT BUYER		CODE HTC711		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 500 NAICS: 483111		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 SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE IL SEE SCHEDULE		CODE SEE SCHEDULE		16. ADMINISTERED BY  <b>SEE ITEM 9</b>			
17a. CONTRACTOR/OFFEROR  MATSON NAVIGATION COMPANY, INC STEVE RUBIN 555 12TH ST OAKLAND CA 94607-4046  TEL: 510-628-4501		CODE 81883  FACILITY CODE		18a. PAYMENT WILL BE MADE BY  SYNCADA PAID BY SYNCADA VIA ELECTRONIC TRANSMISSION SCOTT AFB IL 62225			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. 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	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$11,620,000.00 EST</b>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.				ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> 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 <input type="checkbox"/> OFFER DATED . . . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED  08-Jul-2011	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  WILLIAM R. LINDQUIST / CONTRACTING OFFICER  TEL: 618-220-7089 EMAIL: bill.lindquist@ustranscom.mil			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 11	
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 <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER		
<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		42a. RECEIVED BY (Print)				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)			
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS		

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

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

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot	\$11,620,000.00	\$11,620,000.00 EST
	Base Period - Performance IAW PWS FFP Regional Domestic Contract-5S for intermodal break-bulk ocean liner service to/from locations listed within the PWS. Applicable routes and rates are in the CARE II System. Base period of performance is from 01 Aug 11 through 30 Nov 11. The minimum guarantee for this contract is \$2,500.00.				
	FOB: Destination SIGNAL CODE: A				

NET AMT

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\$11,620,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		1	Lot	\$28,587,000.00	\$28,587,000.00 EST
OPTION	Option Period 1 - Performance IAW PWS FFP Regional Domestic Contract-5S for intermodal break-bulk ocean liner service to/from locations listed within the PWS. Applicable routes and rates are in the CARE II System. Option period of performance is from 01 Dec 11 through 30 Nov 12.				
	FOB: Destination SIGNAL CODE: A				

NET AMT

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\$28,587,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		1	Lot	\$30,331,000.00	\$30,331,000.00 EST
OPTION	Option Period 2 - Performance IAW PWS FFP Regional Domestic Contract-5S for intermodal break-bulk ocean liner service to/from locations listed within the PWS. Applicable routes and rates are in the CARE II System. Option period of performance is from 01 Dec 12 through 30 Nov 13.				

FOB: Destination  
 SIGNAL CODE: A

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NET AMT	\$30,331,000.00 (EST.)
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#### CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	\$2,500.00		\$70,538,000.00

#### CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
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0001	\$	\$
1001	\$	\$
2001	\$	\$

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-AUG-2011 TO 30-NOV-2011	N/A	SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE IL SEE SCHEDULE SEE SCHEDULE FOB: Destination	SEE SCHEDU
1001	POP 01-DEC-2011 TO 30-NOV-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SEE SCHEDU
2001	POP 01-DEC-2012 TO 30-NOV-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SEE SCHEDU

## CLAUSES INCORPORATED BY REFERENCE

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
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010

52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 2011
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9 Alt II	Small Business Subcontracting Plan (JAN 2011) Alternate II	OCT 2010
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUL 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	SEP 2009
52.222-50 Alt I	Combating Trafficking in Persons (Aug 2007) Alternate I	AUG 2007
52.222-54	Employment Eligibility Verification	JAN 2009
52.225-5	Trade Agreements	AUG 2009
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	MAR 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-34	Payment By Electronic Funds Transfer--Other Than Central Contractor Registration	MAY 1999
52.232-36	Payment by Third Party	FEB 2010
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	OCT 2010
252.219-7004	Small Business Subcontracting Plan (Test Program)	JAN 2011
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment To The Cost Bearer	SEP 2010

#### CLAUSES INCORPORATED BY FULL TEXT

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

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this 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 and 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 type and 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 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (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 \$650,000 (\$1.5 million 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) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(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)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Surface Deployment Distribution Command (SDDC) G9 office. Such orders may be issued from date of contract award, through 30 Nov 11. If Option Year 1 is exercised, 01 Dec 11 through 30 Nov 12. If Option Year 2 is exercised, 01 Dec 12 through 30 Nov 13.

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 Measurement Ton (40 Cubic Feet), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of the capacity of the vessel;

(2) Any order for a combination of items in excess of the capacity of the vessel; or

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one (1) day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

## 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 Nov 13.

(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 within 30 calendar days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 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 29 months.

(End of clause)

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 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) (OCT 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:

252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
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)

**5552.216-9003 USTRANSCOM TASK AND DELIVERY ORDER OMBUDSMAN (JUNE 2009)**

In accordance with FAR 16.505(b)(6), the individual identified below is designated as the USTRANSCOM Task and Delivery-Order Ombudsman. The ombudsman is an independent official designated to review contractor complaints and to ensure contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Consulting the ombudsman does not relieve the contractor from performance requirements in the contract, nor alter or postpone any timelines for any other processes. Interested parties should first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. If resolution cannot be made by the contracting officer, concerned parties may contact:

Chief, Business Support/Policy Division  
Telephone Number: 618-220-7021 FAX: 618-220-7959

**THIRD PARTY PAY SYSTEM (TPPS)**

**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 Transportation Solutions system to pay for transportation services. DOD contracts and voluntary tenders require the use of U.S. Bank's freight payment system and all DOD cargo movements must be offered only to commercial carriers who utilize U.S. Bank 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, a 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 U.S. Bank Transportation Solutions. TSP's should contact U.S. Bank at 1-800-417-1844 or by email [customer.support@usbank.com](mailto:customer.support@usbank.com). All services deemed payable by SDDC (or TRANSCOM) via the TPPS will be paid by U.S. Bank Transportation Solutions. A fee is required to participate in the program.

3. Transportation Service Providers (TSP) are required to submit the shipments contract number via EDI. In the event TSP's need assistance configuring their EDI file to include the contract number, you can call the U.S. Bank customer service help desk or email the customer service email box and a representative will open a Service Request to assign a U.S. Bank EDI analyst to assist you. TSPs who don't transmit EDI, must provide the contract number when entering invoices in the U.S. Bank Freight Payment web-based user interface.

#### WAGE DETERMINATION

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). The wage determinations in effect at the time of exercise of the option shall govern this specific option period of performance.

#### EXHIBITS/ATTACHMENTS

Exhibit 1 – Performance Work Statement  
PWS Attachment 1 – Hazardous Cargo  
PWS Attachment 2 – Reserved  
PWS Attachment 3 – Reserved  
PWS Attachment 4 – City Groupings  
PWS Attachment 5 – Route Matrix  
PWS Attachment 6 – Invoicing and Payment  
PWS Attachment 7 – Reports and Formats  
PWS Attachment 8 – Special Provisions for DLA Prime Vendor Program Cargo  
PWS Attachment 9 – Prime Vendor/RDC Carrier Agreement  
PWS Attachment 10 – US Domestic Shipyard Preference Document  
Exhibit 2 – Ordering Procedures

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>K</b>		PAGE OF PAGES <b>1   2</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00001</b>		3. EFFECTIVE DATE <b>15-Aug-2011</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE <b>HTC711</b>  USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357		7. ADMINISTERED BY (If other than item 6) CODE  <b>See Item 6</b>					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) MATSON NAVIGATION COMPANY, INC STEVE RUBIN 555 12TH ST OAKLAND CA 94607-4046				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HTC711-11-D-W005			
				X 10B. DATED (SEE ITEM 13) 08-Jul-2011			
CODE <b>81883</b>		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c) Contract Terms and Conditions - Commercial Items, Changes							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>tclymas111860</b> <b>PCFN 762932: The purpose of this modification is to incorporate origin linehaul rates for the movement of a John Deere Excavator from Pearl Harbor, HI to Concord, CA.</b>  See Continuation Sheet:							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SANDRA J. ROSEKE / CONTRACTING OFFICER TEL: 618-220-7118 EMAIL: sandra.roseke@ustrancom.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY (Signature of Contracting Officer)		16C. DATE SIGNED  16-Aug-2011	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**PCFN 762932

1. **PURPOSE:** The purpose of this modification is to incorporate the one-time-only (OTO) rates listed below into Matson Navigation Company (MATS) Contract No. HTC711-11-D-W005.

**TYPE OF SERVICE:** DOOR TO PORT**TYPE OF CARGO:** DOD**CARRIAGE TERMS:** LINER**SERVICE REQUIRED:** BREAKBULK**CARGO DESCRIPTION:** VEHICLE/MHE/ROAD CONSTRUCTION/REPAIR PART AND COMPO; JOHN DEERE EXCAVATOR

QTY	UNIT	WT	CU	DIMENSIONS (L X W X H)
1	PCS	77970	3785.0625	323 X 135 X 150

**SPECIAL INSTRUCTIONS:** OVERWEIGHT AND OVERDIMENSIONAL CARGO**ORIGIN:** PEARL HARBOR, HI **ORIGIN ADDRESS:** 1942 GAFFNEY STR B9478**PORT OF EMBARKATION:** XE1 - HONOLULU, HI**PORT OF DEBARKATION:** 3DT - OAKLAND**DESTINATION:** CONCORD, CA **DELIVERY ADDRESS:** 410 NORMAN AVE BLDG 350**DATE CARGO AVAILABLE:** 3 AUG 11**RDD:** TBD**One-Time-Only: Linehaul Rates are as follows:****Origin Linehaul Rate: \$617.00 per unit**

(rates shown above are all inclusive)

2. Description of Service: Transportation shall be performed in accordance with the terms and conditions of Contract No. HTC711-11-D-W005 and this modification at the rates stated. The rates stated above shall be effective from the date specified in block 3 through completion of this one-time-only movement.

3. The parties hereby agree that the rates set forth above provide the contractor with full and complete compensation to which it is entitled for the changes made to the contract pursuant to this modification. The contractor hereby waives all right, title, and interest, if any, to further adjustment for the aforementioned changes.

4. The actual cargo booking dictates the cargo movement. This modification does not guarantee a booking. This modification is binding on the rate and the rate only. The cargo must be booked to be a valid requirement. Additional cargo or PCFNs may be added/moved at the rate provided in this modification if: (1) The carrier agrees, (2) The cargo is the same. (Same nomenclature, same dimensions etc.), and (3) same booking/movement/vessel.

5. All other terms and conditions remain unchanged and in full effect.

**END CHANGES.**

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>K</b>	PAGE OF PAGES <b>1   2</b>
2. AMENDMENT/MODIFICATION NO. <b>P00002</b>	3. EFFECTIVE DATE <b>19-Aug-2011</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY  USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357	CODE <b>HTC711</b>	7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) MATSON NAVIGATION COMPANY, INC STEVE RUBIN 555 12TH ST OAKLAND CA 94607-4046				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				<input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. <b>HTC711-11-D-W005</b>	
				<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) <b>08-JUL-2011</b>	
CODE <b>81883</b>		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c) Contract Terms and Conditions - Commercial Items, Changes					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>tclymas111914</b> <b>PCFN 762929: The purpose of this modification is to incorporate an Origin Linehaul rate to move weapon parts (other than small arms) from Pearl Harbor, HI (Origin) to XE1 - Honolulu (POE).</b>  See Continuation Sheet:					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SANDRA J. ROSEKE / CONTRACTING OFFICER TEL: 618-220-7118 EMAIL: <a href="mailto:sandra.roseke@ustrancom.mil">sandra.roseke@ustrancom.mil</a>		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY (Signature of Contracting Officer)		16C. DATE SIGNED  <b>22-Aug-2011</b>	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243



## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

PCFN 762929

1. PURPOSE: The purpose of this modification is to incorporate the one-time-only (OTO) rates listed below into Matson Navigation (MATS) Contract No. HTC711-11-D-W005.

TYPE OF SERVICE: DOOR TO PORT

TYPE OF CARGO: DOD

CARRIAGE TERMS: LINER

SERVICE REQUIRED: BREAKBULK

CARGO DESCRIPTION: WEAPON PARTS, OTHER THAN SMALL ARMS; PHALANX CLOSE-IN WEAPON SYSTEM (CWIS) ANTI-SHIP-MISSILE DEFENSE SYSTEM

QTY	UNIT	WT	CU	DIMENSIONS (L X W X H)
1	PCS	16500	1212	144 X 101 X 144

SPECIAL INSTRUCTIONS: REQUEST OTO DUAL DRIVER PROTECTIVE SERVICE AND SATELLITE SURVEILLANCE SERVICE FOR SENSITIVE CARGO. DOUBLE DROP TRAILER WITH EXCLUSIVE USE FROM POINT TO POINT AND TARPING FROM POINT TO POINT. LOAD MUST ARRIVE FINAL DESTINATION DURING NORMAL DUTY HOURS MONDAY THROUGH THURSDAY 0730-1500.

ORIGIN: PEARL HARBOR, HI ORIGIN ADDRESS: RECEIVING OFFICER 2000 GAFFNEY ST BLDG 1900

PORT OF EMBARKATION: XE1 - HONOLULU, HI

PORT OF DEBARKATION: 3H7 - TERMINAL ISLAND, CA

DESTINATION: LOUISVILLE, KY DELIVERY ADDRESS: 6201 STRAWBERRY LN LOUISVILLE, KY 40214

DATE CARGO AVAILABLE: 3 AUG 11

RDD: TBD

**One-Time-Only Linehaul Rates are as follows:****Origin Linehaul Rate: \$600.00 per unit**

(rates shown above are all inclusive)

2. Description of Service: Transportation shall be performed in accordance with the terms and conditions of Contract No. HTC711-11-D-W005 and this modification at the rates stated. The rates stated above shall be effective from the date specified in block 3 through completion of this one-time-only movement.

3. The parties hereby agree that the rates set forth above provide the contractor with full and complete compensation to which it is entitled for the changes made to the contract pursuant to this modification. The contractor hereby waives all right, title, and interest, if any, to further adjustment for the aforementioned changes.

4. The actual cargo booking dictates the cargo movement. This modification does not guarantee a booking. This modification is binding on the rate and the rate only. The cargo must be booked to be a valid requirement. Additional cargo or PCFNs may be added/moved at the rate provided in this modification if: (1) The carrier agrees, (2) The cargo is the same. (Same nomenclature, same dimensions etc.), and (3) same booking/movement/vessel.

5. All other terms and conditions remain unchanged and in full effect.

END CHANGES.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <b>K</b>		PAGE OF PAGES <b>1   2</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00003</b>		3. EFFECTIVE DATE <b>24-Aug-2011</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE <b>HTC711</b>  USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357		7. ADMINISTERED BY (If other than item 6) CODE  <b>See Item 6</b>					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) MATSON NAVIGATION COMPANY, INC STEVE RUBIN 555 12TH ST OAKLAND CA 94607-4046				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HTC711-11-D-W005			
				X 10B. DATED (SEE ITEM 13) 08-Jul-2011			
CODE <b>81883</b>		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c) Contract Terms and Conditions - Commercial Items, Changes							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>tclymas111942</b> <b>PCFN 766666: The purpose of this modification is to incorporate origin and destination linehaul rates for the movement of boats, repair parts, components, and shield assembly from HI to FL.</b>  See Continuation Sheet:							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SANDRA J. ROSEKE / CONTRACTING OFFICER TEL: 618-220-7118 EMAIL: sandra.roseke@ustrancom.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY (Signature of Contracting Officer)		16C. DATE SIGNED  26-Aug-2011	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**PCFN 766666

1. PURPOSE: The purpose of this modification is to incorporate the one-time-only (OTO) rates listed below into Matson Navigation Company (MATS) Contract No. HTC711-11-D-W005.

TYPE OF SERVICE: DOOR TO DOOR

TYPE OF CARGO: DOD

CARRIAGE TERMS: LINER

SERVICE REQUIRED: BREAKBULK

CARGO DESCRIPTION: BOATS, REPAIR PARTS AND COMPONENTS; SHIELD ASSEMBLY

QTY	UNIT	WT	CU	DIMENSIONS (L X W X H)
1	PCS	2100	877	136 X 128 X 87

SPECIAL INSTRUCTIONS: POC DAMION BROCKETT 9042705126 EXT 3041/DAMION.BROCKETT@NAVY.MIL

ORIGIN: PEARL HARBOR, HI ORIGIN ADDRESS: 1942 GAFFNEY STR B9478

PORT OF EMBARKATION: XE1 - HONOLULU, HI

PORT OF DEBARKATION: 3J1 - SAN DIEGO, CA

DESTINATION: JACKSONVILLE, FL DELIVERY ADDRESS: PH 904 270 5126 EXT 3471 DSN 960 MAYPORT NAVAL S

DATE CARGO AVAILABLE: 26 AUG 11

RDD: TBD

**One-Time-Only: Linehaul Rates are as follows:****Origin Linehaul Rate: \$490.00 per unit****Destination Linehaul Rate: \$4,830.00 per unit**

(rates shown above are all inclusive)

2. Description of Service: Transportation shall be performed in accordance with the terms and conditions of Contract No. HTC711-11-D-W005 and this modification at the rates stated. The rates stated above shall be effective from the date specified in block 3 through completion of this one-time-only movement.

3. The parties hereby agree that the rates set forth above provide the contractor with full and complete compensation to which it is entitled for the changes made to the contract pursuant to this modification. The contractor hereby waives all right, title, and interest, if any, to further adjustment for the aforementioned changes.

4. The actual cargo booking dictates the cargo movement. This modification does not guarantee a booking. This modification is binding on the rate and the rate only. The cargo must be booked to be a valid requirement. Additional cargo or PCFNs may be added/moved at the rate provided in this modification if: (1) The carrier agrees, (2) The cargo is the same. (Same nomenclature, same dimensions etc.), and (3) same booking/movement/vessel.

5. All other terms and conditions remain unchanged and in full effect.

END CHANGES.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>K</b>		PAGE OF PAGES <b>1   2</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00004</b>		3. EFFECTIVE DATE <b>26-Aug-2011</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE <b>HTC711</b>  USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357		7. ADMINISTERED BY (If other than item 6) CODE  <b>See Item 6</b>					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) MATSON NAVIGATION COMPANY, INC STEVE RUBIN 555 12TH ST OAKLAND CA 94607-4046				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>HTC711-11-D-W005</b>			
				X 10B. DATED (SEE ITEM 13) <b>08-Jul-2011</b>			
CODE <b>81883</b>		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c) Contract Terms and Conditions - Commercial Items, Changes							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>  1  </u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>tcsurpa111965</b>  <b>PCFN 768348 - The purpose of this modification is to incorporate One-Time-Only rates for the movement of One (1) Piece of Breakbulk from          Kekaha Hawaii to San Diego California.</b>  <b>See Continuation Sheet:</b>							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SANDRA J. ROSEKE / CONTRACTING OFFICER TEL: 618-220-7118 EMAIL: sandra.roseke@ustrancom.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY (Signature of Contracting Officer)		16C. DATE SIGNED  <b>30-Aug-2011</b>	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**PCFN 768348 BB HI TO CA

1. PURPOSE: The purpose of this modification is to incorporate the one-time-only (OTO) rates listed below into Matson Navigation Company (MATS) Contract No. HTC711-11-D-W005.

TYPE OF SERVICE: DOOR TO DOOR

TYPE OF CARGO: DOD

CARRIAGE TERMS: LINER

SERVICE REQUIRED: BREAKBULK

CARGO DESCRIPTION: BOATS, REPAIR PARTS AND COMPONENTS; BOAT ON TRAILER

QTY	UNIT	WT	CU	DIMENSIONS (L X W X H)
1	PCS	15000	5500	528 X 125 X 144

ORIGIN: KEKAHA, HAWAII

ADDRESS: RECEIVING OFFICER 808 335 4949 BARKING SANDS BLDG

POE: XE1 - HONOLULU

POD: 3H3 - LONG BEACH

DEST: SAN DIEGO, CALIFORNIA

ADDRESS: FAC DET SCORE COMM 619 545 6546 BLDG 1479

DATE CARGO AVAILABLE: 26 AUG 2011

RDD: TO BE DETERMINED AT TIME OF BOOKING

**One Time Only Origin Linehaul: \$695 per conveyance****One Time Only Destination Linehaul: \$1,450 per conveyance**

2. Description of Service: Transportation shall be performed in accordance with the terms and conditions of Contract No. HTC711-11-D-W005 and this modification at the rates stated. The rates stated above shall be effective from the date specified in block 3 through completion of this one-time-only movement.

3. The parties hereby agree that the rates set forth above provide the contractor with full and complete compensation to which it is entitled for the changes made to the contract pursuant to this modification. The contractor hereby waives all right, title, and interest, if any, to further adjustment for the aforementioned changes.

4. The actual cargo booking dictates the cargo movement. This modification does not guarantee a booking. This modification is binding on the rate and the rate only. The cargo must be booked to be a valid requirement. Additional cargo or PCFNs may be added/moved at the rate provided in this modification if: (1) The carrier agrees, (2) The cargo is the same. (Same nomenclature, same dimensions etc.), and (3) same booking/movement/vessel.

5. All other terms and conditions remain unchanged and in full effect.

END CHANGES.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>K</b>		PAGE OF PAGES <b>1   2</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00005</b>		3. EFFECTIVE DATE <b>28-Sep-2011</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE <b>HTC711</b>  USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357		7. ADMINISTERED BY (If other than item 6) CODE  <b>See Item 6</b>					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) MATSON NAVIGATION COMPANY, INC STEVE RUBIN 555 12TH ST OAKLAND CA 94607-4046				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>HTC711-11-D-W005</b>			
				X 10B. DATED (SEE ITEM 13) <b>08-Jul-2011</b>			
CODE <b>81883</b>		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c) Contract Terms and Conditions - Commercial Items, Changes							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>tcsurra112320</b> <b>PCFN-772247</b> The purpose of this modification is to incorporate One-Time-Only rates for the transportation of One (1) Vehicle from Schofield Barracks Hawaii to Fort Richardson Alaska.  See Continuation Sheet:							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SANDRA J. ROSEKE / CONTRACTING OFFICER TEL: 618-220-7118 EMAIL: <a href="mailto:sandra.roseke@ustrancom.mil">sandra.roseke@ustrancom.mil</a>			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY (Signature of Contracting Officer)		16C. DATE SIGNED  <b>28-Sep-2011</b>	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:****PCFN 772247 BB HI TO AK**

1. **PURPOSE:** The purpose of this modification is to incorporate the one-time-only (OTO) rates listed below into Matson Navigation Company, Inc., (MATS) Contract No. HTC711-11-D-W005.

**TYPE OF SERVICE:** DOOR TO DOOR**TYPE OF CARGO:** DOD**CARRIAGE TERMS:** LINER**SERVICE REQUIRED:** BREAKBULK**CARGO DESCRIPTION:** VEHICLES GT 2.5 TON CAPACITY (MIL TRUCK)

QTY	UNIT	WT	CU	DIMENSIONS (L X W X H)
1	PCS	34070	2481	366 X 96 X 122

**SPECIAL INSTRUCTIONS:** 1 OPERABLE TRUCK WRECKER. PICK UP AT SCHOFIELD BARRACKS BLDG 6037 POC LAVERNE GRACE 8086560734.

**ORIGIN:** SCHOFIELD BARRACKS, HI**ADDRESS:** AWCFSF DOL STORAGE BR P2 100 BLDG 6037 EAST RANG**POE:** XE1 - HONOLULU**POD:** YC6 - ANCHORAGE**DEST:** FORT RICHARDSON, AK**ADDRESS:** MAINT BLDG 657**DATE CARGO AVAILABLE:** 17 SEP 2011**RDD:** TO BE DETERMINED AT TIME OF BOOKING

.....

**One-Time-Only Ocean Rate: \$115.50 per Measurement Ton**

**One-Time-Only Origin Linehaul: \$460 per Unit**

**One-Time-Only Destination Linehaul: \$525 per Unit**

**One-Time-Only Destination Liner Terms: \$19 per Measurement Ton**

**(Origin Liner Terms will be Rate 1994776: \$19 per Measurement Ton)**

**(Rates Include fuel surcharges and permits)**

.....

2. Description of Service: Transportation shall be performed in accordance with the terms and conditions of Contract No. HTC711-11-D-W005 and this modification at the rates stated. The rates stated above shall be effective from the date specified in block 3 through completion of this one-time-only movement.

3. The parties hereby agree that the rates set forth above provide the contractor with full and complete compensation to which it is entitled for the changes made to the contract pursuant to this modification. The contractor hereby waives all right, title, and interest, if any, to further adjustment for the aforementioned changes.

4. The actual cargo booking dictates the cargo movement. This modification does not guarantee a booking. This modification is binding on the rate and the rate only. The cargo must be booked to be a valid requirement. Additional cargo or PCFNs may be added/moved at the rate provided in this modification if: (1) The carrier agrees, (2) The cargo is the same. (Same nomenclature, same dimensions etc.), and (3) same booking/movement/vessel.

5. All other terms and conditions remain unchanged and in full effect.

END CHANGES.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>K</b>		PAGE OF PAGES <b>1</b>   <b>3</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00006</b>		3. EFFECTIVE DATE <b>01-Nov-2011</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>USTRANSCOM-AQ - HTC711</b> <b>508 SCOTT DR</b> <b>SCOTT AFB IL 62225-5357</b>		CODE <b>HTC711</b>		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>MATSON NAVIGATION COMPANY, INC</b> <b>STEVE RUBIN</b> <b>555 12TH ST</b> <b>OAKLAND CA 94607-4046</b>				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>HTC711-11-D-W005</b>			
				X 10B. DATED (SEE ITEM 13) <b>08-Jul-2011</b>			
CODE <b>81883</b>		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>FAR 52.212-4 (c) Contract Terms and Conditions - Commercial Items, Changes</b>							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>tcsurpa12189</b>  <b>PCFN GLOMPOC (780791, 780760, 780788): The purpose of this modification is to incorporate One-Time-Only Rates for the movement of vehicles and breakbulk from Kekaha Hawaii to Vandenberg California.</b>  See Continuation Sheet:							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>DOROTHY DAILEY / CONTRACTING OFFICER</b> TEL: 618-220-6728 EMAIL: <a href="mailto:Dorothy.Dailey@ustrancom.mil">Dorothy.Dailey@ustrancom.mil</a>			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY (Signature of Contracting Officer)		16C. DATE SIGNED <b>04-Nov-2011</b>	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243



**The following items are applicable to this modification:**

1. **PURPOSE:** The purpose of this modification is to incorporate the one-time-only (OTO) rates listed below into Matson Navigation Lines (MATS) Contract No. HTC711-11-D-W005.

**SERVICE REQUIRED: BREAKBULK**

## PCFN 780788 VEHICLES GT 2.5 TON CAPACITY (MIL TRUCK)

QUANTITY	UNIT	WEIGHT	DIMENSIONS	CUBE
PCFN 780791 - 4	PCS	10000	108 X 88 X 96	528
PCFN 780760 - 12	PCS	63020	528 X 108 X 113	2494
PCFN 780788 - 2	PCS	21100	278 X 98 X 11	1766

PCFN 780791/780788: CARGO HANDLING CRANE SUPPORT REQUIRED

ADDRESS: MESA RD (SOUTH BASE)

**ONE-TIME-ONLY RATES AS FOLLOWS:**

**Origin Linehaul: \$150 per piece**

**Origin Linehaul: \$600 per piece**

**Origin Linehaul: \$850 per piece**      **Destination Linehaul: \$1,650 per piece**

**Origin Linehaul: \$600 per piece**      **Destination Linehaul: \$975 per piece**

**Origin Linehaul: \$600 per piece**

**ONE-TIME-ONLY CRANE ACCESSORIAL:**

**ORIGIN CRANE: \$2,250**

**DESTINATION CRANE: \$2,250**

\*\*\*\*\*

2. Description of Service: Transportation shall be performed in accordance with the terms and conditions of Contract No. HTC711-11-D-W005 and this modification at the rates stated. The rates stated above shall be effective from the date specified in block 3 through completion of this one-time-only movement.

3. The parties hereby agree that the rates set forth above provide the contractor with full and complete compensation to which it is entitled for the changes made to the contract pursuant to this modification. The contractor hereby waives all right, title, and interest, if any, to further adjustment for the aforementioned changes.

4. The actual cargo booking dictates the cargo movement. This modification does not guarantee a booking. This modification is binding on the rate and the rate only. The cargo must be booked to be a valid requirement. Additional cargo or PCFNs may be added/moved at the rate provided in this modification if: (1) The carrier agrees, (2) The cargo is the same. (Same nomenclature, same dimensions etc.), and (3) same booking/movement/vessel.

5. All other terms and conditions remain unchanged and in full effect.

END CHANGES.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>K</b>	PAGE OF PAGES <b>1   3</b>
2. AMENDMENT/MODIFICATION NO. <b>P00007</b>	3. EFFECTIVE DATE <b>01-Dec-2011</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY <b>USTRANSCOM-AQ - HTC711</b> <b>508 SCOTT DR</b> <b>SCOTT AFB IL 62225-5357</b>	CODE <b>HTC711</b>	7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>MATSON NAVIGATION COMPANY, INC</b> <b>STEVE RUBIN</b> <b>555 12TH ST</b> <b>OAKLAND CA 94607-4046</b>				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				<input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. <b>HTC711-11-D-W005</b>	
				<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) <b>08-Jul-2011</b>	
CODE <b>81883</b>		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS</b> IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>FAR 52.212-4(c), Changes and 52.217-9, Option to Extend the Terms of the Contract</b>					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b> Modification Control Number: <b>tcw agedj12220</b> 1. The purpose of this modification is to extend the terms of the contract by exercising Option Period 1 (Line Item 1001).  2. Clauses have been updated.  3. The performance Work Statement is unchanged.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>WILLIAM R. LINDQUIST / CONTRACTING OFFICER</b> TEL: 618-220-7089 EMAIL: <a href="mailto:bill.lindquist@ustrancom.mil">bill.lindquist@ustrancom.mil</a>		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  <b>30-Nov-2011</b>	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION SF 1449 - CONTINUATION SHEET

## SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$28,587,000.00 from \$11,620,000.00 (EST) to \$40,207,000.00 (EST).

## SUPPLIES OR SERVICES AND PRICES

## CLIN 1001

The option status has changed from Option to No Status.

The following have been added by full text:

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2011) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this 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 and 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 type and 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 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (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 \$650,000 (\$1.5 million 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) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(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)

The following have been deleted:

52.212-5 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Deviation)	JAN 2011
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(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>K</b>		PAGE OF PAGES <b>1   2</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00008</b>		3. EFFECTIVE DATE <b>07-Dec-2011</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE <b>HTC711</b>  USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357		7. ADMINISTERED BY (If other than item 6) CODE  <b>See Item 6</b>					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) MATSON NAVIGATION COMPANY, INC STEVE RUBIN 555 12TH ST OAKLAND CA 94607-4046				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>HTC711-11-D-W005</b>			
				X 10B. DATED (SEE ITEM 13) <b>08-Jul-2011</b>			
CODE <b>81883</b>		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>tleedla12325</b> <b>PCFN 784102 HI-AZ</b> The purpose of this modification is to incorporate One Time Only Breakbulk Origin and destination Linehaul Rates for the transportation of Two (2) PPU's from Kekaha, HI to Yuma, AZ.  See Continuation Page							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DOROTHY DAILEY / CONTRACTING OFFICER TEL: 618-220-6728 EMAIL: Dorothy.Dailey@ustranscom.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)		16C. DATE SIGNED  <b>09-Dec-2011</b>	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

PCFN 784102 HI-AZ

1. PURPOSE: The purpose of this modification is to incorporate the one-time-only (OTO) rates listed below into Matson Navigation Company (MATS), Contract No. HTC711-11-D-W005

TYPE OF SERVICE: DOOR TO DOOR

TYPE OF CARGO: DOD

CARRIAGE TERMS: LINER

SERVICE REQUIRED: BREAKBULK

**CARGO DESCRIPTION:** TRLRS/SEMI-TRLRS OVER 2.5 TON CAP SPEC CARGO PPU's Cargo weight is 63,200 lbs each.

Need Origin and Destination Linehaul rates for OOG BB items. DRIVER WILL NEED TO CALL THREE HOURS PRIOR TO THEIR ARRIVAL FOR GATE ACCESS AND ESCORT. POC Daryus English 256-313-9381, Chris Lesko 928-328-3784, or Carlos Anaya 928-328-6138

PCFN	QTY/UNIT	WT	CU	DIMENSIONS (L X W X H)
784102	2 PC	63200	2493	410 X 93 X 113

SPECIAL INSTRUCTIONS: IT IS TO BE PULLED BY AN M1088, MILITARY TRACTOR TRAILER. THERE ARE TWO M1088S ON SITE AT PMRF, WHERE THE PPUS ARE CURRENTLY LOCATED. THE PLAN IS FOR THE M1088S TO PULL THE PPUS, AT 25 MPH, FROM PMRF TO THE PORT AT NAWILIWILI, HI. ROAD CLEARANCE WILL BE COORDINATED BY THE CARRIER. ONCE THE PPUS MAKE IT TO WEST COAST CONUS, THEY WILL BE LOWBOYED TO YUMA PROVING GROUND, AZ.

ORIGIN: KEKAHA, HI ORIGIN ADDRESS: BLDG 327 LII PACIFIC MISSILE RANGE FACILITY

PORT OF EMBARKATION: XF-2 NAWILIWILI

PORT OF DEBARKATION: 3H7-TERMINAL ISLAND

DESTINATION: YUMA, AZ ADDRESS: BLDG 2710 SANCHEZ STREET TRANS MOVEMENT DIVISION

DATE CARGO AVAILABLE: 18NOV11

RDD: TBD

One-Time-Only: Origin and Destination Linehaul Rates are as follows:

Origin: \$1,000.00 per conveyance, (NTE 2 conveyances)

Destination: \$2,700 per conveyance (NTE 2 conveyances)

Crane Service at Origin Hawaii: \$900.00 per piece (NTE 2 pieces)

(Rates shown above are all inclusive of linehaul, fees, fuel surcharges, and permits)

2. Description of Service: Transportation shall be performed in accordance with the terms and conditions of Contract No. HTC711-11-D-W005 and this modification at the rates stated. The rates stated above shall be effective from the date specified in block 3 through completion of this one-time-only movement.

3. The parties hereby agree that the rates set forth above provide the contractor with full and complete compensation to which it is entitled for the changes made to the contract pursuant to this modification. The contractor hereby waives all right, title, and interest, if any, to further adjustment for the aforementioned changes.

4. The actual cargo booking dictates the cargo movement. This modification does not guarantee a booking. This modification is binding on the rate and the rate only. The cargo must be booked to be a valid requirement. Additional cargo or PCFNs may be added/moved at the rate provided in this modification if: (1) The carrier agrees, (2) The cargo is the same. (Same nomenclature, same dimensions etc.), and (3) same booking/movement/vessel.

5. All other terms and conditions remain unchanged and in full effect.

END CHANGES.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>K</b>		PAGE OF PAGES <b>1   2</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00009</b>		3. EFFECTIVE DATE <b>20-Jan-2012</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE <b>HTC711</b>  USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357		7. ADMINISTERED BY (If other than item 6) CODE  <b>See Item 6</b>					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) MATSON NAVIGATION COMPANY, INC STEVE RUBIN 555 12TH ST OAKLAND CA 94607-4046				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HTC711-11-D-W005			
				X 10B. DATED (SEE ITEM 13) 08-Jul-2011			
CODE <b>81883</b>		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c) Contract Terms and Conditions - Commercial Items, Changes							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>tcsurra12525</b>  <b>PCFN 795217 - The purpose of this modification is to incorporate One-Time-Only rates for the movement of (1) Propulsion Shaft from Los Angeles California to Pearl Harbor Hawaii.</b>  See Continuation Sheet:							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DOROTHY DAILEY / CONTRACTING OFFICER TEL: 618-220-6728 EMAIL: Dorothy.Dailey@ustrancom.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)		16C. DATE SIGNED 20-Jan-2012	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

PCFN 795217

1. PURPOSE: The purpose of this modification is to incorporate the one-time-only (OTO) rates listed below into Matson Navigation Lines Contract No. HTC711-11-D-W005.

TYPE OF SERVICE: PORT TO DOOR

TYPE OF CARGO: DOD

CARRIAGE TERMS: LINER

SERVICE REQUIRED: BREAKBULK

CARGO DESCRIPTION: BOATS, REPAIR PARTS AND COMPONENTS

QTY	UNIT	WT	CU	DIMENSIONS (L X W X H)
1	PCS	67370	1347	860 X 41 X 66

SPECIAL INSTRUCTIONS: REQUEST FLATBED TRAILER AT DESTINATION AND IT MUST SUPPORT SHAFT COMPLETELY.  
NO OVERHANG, NO CRIBBING ALLOWED.

ORIGIN: BARSTOW, CALIFORNIA

ADDRESS: RECEIVING WAREHOUSE 401 WEST YERMO ANNEX

POE: 3H7 - TERMINAL ISLAND

POD: XE1 - HONOLULU

DEST: PEARL HARBOR HAWAII

ADDRESS: CODE 512 COMM 808 471 1133 667 SAFEGUARD ST BLDG 1

DATE CARGO AVAILABLE: 11 JAN 2012

RDD: TO BE DETERMINED AT TIME OF BOOKING

One-Time-Only Destination Linehaul: \$4,175 per piece

One-Time-Only Stevedoring Origin: \$7,000 per piece

One-Time-Only Stevedoring Destination: \$9,000 per piece

One-Time-Only Special Loading Materials Charge: \$5,000 per piece

**TOTAL MOVE NOT TO EXCEED: \$31,538.33**

**Rates above are inclusive of linehaul, fees, fuel surcharges, and permits.**

2. Description of Service: Transportation shall be performed in accordance with the terms and conditions of Contract No. HTC711-11-D-W005 and this modification at the rates stated. The rates stated above shall be effective from the date specified in block 3 through completion of this one-time-only movement.

3. The parties hereby agree that the rates set forth above provide the contractor with full and complete compensation to which it is entitled for the changes made to the contract pursuant to this modification. The contractor hereby waives all right, title, and interest, if any, to further adjustment for the aforementioned changes.

4. The actual cargo booking dictates the cargo movement. This modification does not guarantee a booking. This modification is binding on the rate and the rate only. The cargo must be booked to be a valid requirement. Additional cargo or PCFNs may be added/moved at the rate provided in this modification if: (1) The carrier agrees, (2) The cargo is the same. (Same nomenclature, same dimensions etc.), and (3) same booking/movement/vessel.

5. All other terms and conditions remain unchanged and in full effect.

END CHANGES.