PERFORMANCE WORK STATEMENT

STEVEDORING AND RELATED TERMINAL SERVICES

Port of Qaboos, Port of Duqm, and Port of Salalah, Oman

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1.0 Personnel

1.1 The contractor shall not employ any person under this contract who is simultaneously an employee of the United States Government.

1.2 Security Requirements.

Personnel directly hired by the contractor shall pass a background investigation with the local police authorities. Personnel shall submit/agree to background check by US Security Forces and / or Intelligence personnel.

1.3 Submission of List with direct hired personnel. Prior to the beginning of contract performance, the Contractor shall furnish a list with Contractor's directly hired personnel who will work under this contract to the COR. The list shall contain:

Name and address of each employee.

Copy of the Identification Document or driving license of each employee, certificate of good conduct.

Copy of employment card or equivalent.

- 1.4 Contractor is responsible for keeping this listing accurate and reporting changes to the COR within forty eight (48) hours of occurrence or prior to a new employee performing services under this contract.
- 1.5 Employee Training and Certification.

The Contractor's employees shall have all training and certificates required by host nation law for operating and handling contractor furnished equipment, and vehicles.

1.6 Key Control.

The Contractor shall establish and implement key control procedures ensuring that keys issued to the Contractor by the Government; (i.e., for vehicles, containers, etc.) are not lost, misplaced or duplicated. The Contractor shall include key control procedures in the quality control plan.

1.6.1 Loss or Misuse of Keys.

The Contractor shall report the occurrence of a lost or duplicated key, any misuse of keys, tampering or breaking locks or seals to the COR within thirty (30) minutes from when the Contractor becomes aware of the occurrence. In the event any of these situations occurs, the Contractor shall immediately re-key or replace the affected locks or seals at his own expense.

1.6.2 The Contractor shall be responsible for prohibiting the use of keys issued by the Government by any person other than the Contractor's employees or his authorized subcontractors.

1.7 Security Requirements

Contractor personnel shall adhere to all security requirements set forth by the Host Nation Port Authorities.

1.7.1 Submission of Personnel List.

A comprehensive list of personnel the Contractor may use during the duration of this contract shall be submitted immediately upon award to the COR in order to obtain security clearance. The list shall identify full name, date and place of birth, residence and employer/company name. The personnel list should contain a reasonable amount of personnel, not more than double amount that is normally needed, and shall be submitted with a legible copy of a valid identification document. When submission of a new person is necessary it shall always be in substitution of an already cleared person. Substitutions are only accepted in order to maintain a reasonable amount of cleared personnel that are authorized entry. Prior to the day of operations, the Contractor must ensure that all personnel to be

assigned/dispatched to ports are cleared for entry. Personnel that are not pre-cleared, not listed at sentry gates, shall be denied entry and US Government shall not be considered liable.

2.0 SCOPE

Notwithstanding any other provision of this contract, the contractor shall comply with all applicable U.S. and Oman laws, regulations and guidelines in the performance of this requirement, and shall meet, at a minimum, US Military Service standards unless otherwise stated. In the case of conflict, the contractor shall identify the conflict to the PCO. In the absence of specific direction from the PCO the contractor shall comply with the more stringent requirement.

Except as otherwise set forth in the contract or in this PWS, the contractor shall, at a minimum, meet the standards set forth in Army Regulations (ARs) for the type of work performed.

2.1 Stevedoring and Related Terminal Services

The Contractor shall provide stevedoring and related terminal services in connection with the receipt, disposition, processing, and loading/discharging of vessels at the Port of Qaboos, Port of Duqm, and the Port of Salalah, Oman. The Contractor shall provide sufficient qualified labor, gear and equipment and materials to satisfy the scope of this contract, and make every effort to rectify any shortfall, for which the Contractor will be paid at the applicable commodity or labor-hour rates as designated in the Schedule of Rates in this contract.

The general scope of Stevedoring and Related Terminal Services includes:

- Vessel Loading
- Vessel Discharging
- · Receipt of Cargo
- Disposition of Cargo
- Stuffing/Unstuffing of Cargo
- Intra-Terminal Transfer of Cargo
- Onward Movement of Cargo
- Management Expertise
- RFID Management
- Movement Control Reporting

2.1.1 Vessel Loading

Vessel Loading involves the planning, cargo preparation and loading of cargo outbound from the port via oceangoing vessels, lighters and barges.

2.1.2 <u>Vessel Discharging</u>

Stevedoring and Related Terminal Services –Vessel Discharging involves the planning for and discharge of oceangoing vessels, lighters and barges, to include tallying and staging.

2.1.3 Receipt of Cargo

Receipt of cargo involves accepting custody and responsibility for cargo as it arrives at the terminal, unlashing and unloading of cargo from all modes of transportation and placement of cargo at temporary place of rest.

2.1.4 Disposition of Cargo

Disposition of cargo involves the loading of any means of inland transportation and the lashing and securing of such cargo.

2.1.5 Stuffing/Unstuffing of Cargo

Stuffing and unstuffing of cargo involves the stuffing and lashing/blocking of break-bulk/loose cargo into containers or vice versa.

2.1.6 <u>Intra-Terminal Transfer of Cargo</u>

Intra-Terminal Transfer is the repositioning of cargo from its initial point of rest to other locations within the port/terminal.

2.1.7 Onward Movement of Cargo

Transportation involves the transportation of cargo from origin to destination by means of trucks or rail.

2.1.8 <u>Management Expertise</u>

Management expertise includes, but is not limited to, planning, supervision, staffing, quality control, safety, training, reporting and communications related to stevedoring and related terminal services.

2.1.9 Radio Frequency Identification (RFID) Management

RFID Management entails the cargo data recording, creation (burn) of missing RFID tags, RFID tag maintenance, in-transit visibility data input, container inventory, update, and verification using Radio Frequency In-Transit Visibility (RF-ITV), IBS-CMM, GATES and GTN.

2.1.10 Movement Control Reporting

Movement Control Reporting involves the documentation of all cargo, containers and equipment in accordance with (IAW) current Theater and US Army doctrine policies.

2.2 Ground Rules and Constraints

The Government requires that the following ground rules and constraints be observed over the course of the contract and across all services and duties performed within.

2.2.1 <u>Persons Excluded from the Premises</u>

The Contractor shall not allow a person that has been banned by any authority from the premises to have access to terminal facilities, equipment, or other material related to terminal operations.

2.2.2 Persons with Restricted Duties

The Contractor shall not allow a person restricted by any authority from certain equipment or areas to operate that equipment or enter those areas.

3.0 CONTRACTOR DUTIES

3.1 General

General duties and requirements of the Contractor are defined within this section. Duties and requirements specific to the particular port(s)/terminal(s) within the scope of this contact are defined in Paragraph 4.0 below.

3.1.1 Definition of a Performance Requirement

Performance Requirements are described as performance objectives, measures, and standards in the following manner:

- **Performance Objective** A statement of the outcome or results.
- **Performance Measures** The critical characteristics of the objective that will be monitored by the Government.
- **Performance Standards** The targeted level or range of levels of performance for each performance measure, relating to the Acceptable Quality Level (AQL) for the objective.

3.1.2 <u>Use of Performance Measures/Standards</u>

Not every performance objective in this contract has a related performance measure or performance standard. However, every performance objective is a contractual requirement. For those performance objectives that do not specify a measure or standard, the measures and standards are in accordance with standard commercial practices.

3.2 Vessel Loading

3.2.1 Planning

Planning is the evaluation of stevedoring and related terminal services to ensure an efficient and economical operation by providing qualified labor, equipment and materials to accomplish those services. This shall include all

aspects of the operation to ensure the Contractor provides the required manpower, equipment and resources to perform the operation. Planning shall include, but is not be limited to: allocation of laborers and estimated time of completion, staging plans, pre-stow plans, plans for export shipments, vessel loading plan and other distribution and transportation planning as required to move assets sponsored by the United States Department of Defense. Operational planning meetings shall be held on an as needed basis for the purpose of finalizing planning information. Compensation for Vessel Loading will be in accordance with Rates set forth in Schedule 1A.

Performance Objective No. 1 – The Contractor shall participate in daily operations meetings and other meetings regarding vessel loading as required.

Performance Objective No. 2 – The Contractor shall receive and review cargo list and stow plan for accuracy and efficiency of terminal and vessel operations, and report discrepancies to the COR

Performance Measures:

Performance Standards:

COR/ACOR and Contractor Agreement on stow planning factors and MHE Assignment for vessel operations

95% Compliance

3.2.2 Loading

Loading Cargo is the movement of cargo from place of rest to point of stow on the vessel in accordance with the approved vessel stow plan furnished by the Government.

Where possible, the Government will:

- 1. Provide a load/stow plan to the Contractor
- 2. Resolve cargo discrepancies (including Hazardous Material (HAZMAT))
- 3. Identify sensitive/classified/HAZMAT cargo and provide handling instructions
- 4. Identify reefers and provide handling instructions

Performance Objective No. 3 – The Contractor shall coordinate vessel activity with the COR/ACOR.

Performance Objective No. 4 – The Contractor shall load cargo on the vessel from its place of rest to point of stow aboard vessel in accordance with the approved vessel stow plan furnished by the Government and within the agreed upon time frame. The Contractor shall handle sensitive, classified, HAZMAT and Reefer Cargo in accordance with stow plan.

Prior to the start of each vessel operation, the COR/ACOR will provide the Contractor with the mutually agreed upon timeframe for completion of loading of the vessel. Vessel operation completion timeframes will be determined based on such factors as cargo volume, stow factors, cargo mix and vessel type being worked.

The Contractor will not be held accountable for delays in vessel operations resulting from circumstances not within the control or responsibility of the Contractor. Numerous factors are known to affect productivity, including but not limited to: weather; simultaneous vessel operations; and vessel condition.

Performance Measures:

Performance Standards:

Stow Plan/Load Plan per vessel

Load Without Damages: 1% max allowable deviation for damages under \$1000, otherwise 0% deviation

0% of cargo needs to be restowed. Max allowable deviation is 1%

If cargo damage or loss occurs, or if cargo not loaded or mis-shipped, the Contractor will give an oral report to the COR/ACOR within 30 minutes and submit a full written report to the COR/ACOR within twelve (12) hours following the occurrence or discovery of the incident. Contractor will be responsible for paying in terms of reimbursement to the US Government towards any damage or loss incurred to the cargo while in contractor possession. The amount shall be determined by the Contracting Officer and deducted from payments due the Contractor.

Performance Objective No. 5 – The Contractor shall secure cargo aboard vessel within the agreed upon time frame as agreed during the Planning meeting.

Performance Objective No. 6 – When requested, the Contractor shall provide the stow location and condition of the loaded cargo to the COR/ACOR at the time of loading. This includes use of GATES scanners, manual tally sheets and an "as loaded" stow drawing for each piece.

Performance Measures:

<u>Performance Standards</u>:

Stow Plan/Load Plan per vessel

100% accountability of the cargo and its location is required with zero deviation, prior to the vessel departure.

3.2.3 Intra-Terminal Transfer

Intra-terminal Transfer is the repositioning of cargo from its initial point of rest to other locations within the terminal as requested by the COR/ACOR.

Performance Objective No. 7 – The Contractor shall clear the vessel and surrounding area of securing materials and contractor debris following upload of the vessel.

US Government drivers may be used to load military vehicles Roll-On/Roll-Off (RORO) onto vessels and inland transportation vehicles with approval from COR/ACOR and coordination with contractor. The Contractor is responsible for unlashing and unsecuring the cargo.

Performance Objective No. 8 – The Contractor shall reposition/re-handle cargo within terminals, and document and report its movement, as requested by the COR/ACOR.

3.3 Vessel Discharging

3.3.1 Planning

Planning is the evaluation of stevedoring and related terminal services to ensure an efficient and economical operation by providing qualified labor, equipment and materials to accomplish those services. This shall include all aspects of the operation to ensure the Contractor provides the required manpower, equipment and resources to perform the operation. Planning shall include, but is not limited to: allocation of laborers and estimated time of completion, staging plans, vessel discharge plan and other distribution and transportation planning as required to move assets sponsored by the United States Department of Defense. Operational planning meetings shall be held on an as needed basis for the purpose of finalizing planning information. Compensation for Vessel Discharge will be in accordance with Rates set forth in Schedule 1B.

Performance Objective No. 9 – The Contractor shall participate in daily operations meetings and other meetings regarding vessel discharge as required.

3.3.2 <u>Discharging</u>

Discharge involves the planning, unlashing and physical removal of cargo from a vessel, staging and cargo documentation.

Where possible, the Government will:

- 1. Provide a discharge plan and a staging plan to the Contractor
- 2. Resolve cargo discrepancies (including Hazardous Material (HAZMAT))
- 3. Identify sensitive/classified/HAZMAT cargo and provide handling instructions
- 4. Identify reefers and provide handling instructions

Performance Objective No. 10 – The Contractor shall coordinate vessel activity with the COR/ACOR.

Performance Objective No. 11 – The Contractor shall discharge cargo in accordance with the Discharge Plan and stage in accordance with the Staging Plan within the agreed time frame. The Contractor shall handle sensitive, classified, HAZMAT and Reefer Cargo in accordance with discharge plan.

Prior to the start of each vessel operation, the COR/ACOR will provide the Contractor with the mutually agreed upon timeframe for completion of discharge of the vessel. Vessel operation completion timeframes will be determined based on such factors as cargo volume, stow factors, cargo mix and vessel type being worked.

The Contractor will not be held accountable for delays in vessel operations resulting from circumstances not within the control or responsibility of the Contractor. (Numerous factors are known to affect productivity, including (but not limited to): weather; simultaneous vessel operations; vessel stowage plan; cargo type; cargo configuration; and vessel condition.

Performance Measures:

Discharge Plan

Performance Standards:

Unload Without Damages: 1% max allowable deviation for damages under \$1000, otherwise 0% deviation

0% of cargo needs to be restaged. Max allowable deviation is 1%

Cargo must be 100% accounted for once the ship has been fully discharged Zero deviation

If cargo damage or loss occurs, or if cargo not discharged or mis-shipped, the Contractor will give and oral report to the COR/ACOR within 30 minutes and submit a full written report to the COR/ACOR within twelve (12) hours following the occurrence or discovery of the incident. Contractor will be responsible to paying in terms of reimbursement to the US Government towards any damage or loss incurred to the cargo while in contractor possession. Cost determination will be done by the contracting officer.

Performance Objective No. 12 – When requested, the Contractor shall document all cargo discharged using either GATES scanners or manual tally sheets.

Performance Objective No. 13 – The Contractor shall participate with the government in conducting a reconciliation/validation of the cargo discharged with reports from GATES.

Performance Objective No. 14 – The Contractor shall notify the COR/ACOR of all discrepancies found with the cargo, to include HAZMAT (i.e. missing labels/placards, etc.) and identified damage (whether it was the fault of the contractor or pre-existing).

In accordance with COR/ACOR direction, cleaning shall include but not limited to: removal of securing material and debris from the vessel and surrounding area, broom sweep cleaning, if required, consolidate and secure Government-owned material to facilitate storage and reuse. Segregate by material/type, account for material, remove and secure material to designated area(s) for storage/disposal.

Performance Objective No. 15 – The Contractor shall clean the vessel and surrounding area of securing materials and Contractor debris following discharge.

3.4 Receipt of Cargo

Performance Objective No. 16 – Unload Mode(s) of Inland Transportation, consisting of Truck, Barge and Rail. The Contractor shall unlash, unsecure, and remove cargo from modes of Inland transportation to designated place of rest. Unloading also includes removing/reinstalling transporter components i.e. sideboards, rails and tarpaulins. The Contractor shall remove all labels and placards from all modes of land transport before release back to carrier.

<u>Performance Measures</u>: Unload Tally List Performance Standards:

Record accurate information for the cargo; 5% max allowable deviation of documentation descrepancies

3.5 Disposition of Cargo

Performance Objective No. 16 – <u>Load Mode(s) of Inland Transportation.</u> The Contractor shall remove cargo from place of rest and load/lash/secure onto modes of land transport. Loading shall also include removing/reinstalling transporter components; i.e., sideboards, rails and will include tarping of cargo as identified by the COR/ACOR. Compensation for Disposition (load of Inland Transportation) will be in accordance with Rates set forth in Schedule 1D.

3.6 Stuffing/Unstuffing of Cargo

- 3.6.1 <u>Stuffing Operations.</u> The Contractor shall, when requested by the COR/ACOR, remove cargo from place of rest and stuff into cargo transporters. Compensation for Stuffing will be in accordance with Rates set forth in Schedule 1E.
- 3.6.2 <u>Unstuffing Operations.</u> The Contractor shall, when requested by the COR/ACOR, unstuff cargo from cargo transporters to designated place of rest. Unstuffing also includes removal of labels, debris and nails. Compensation for Unstuffing will be in accordance with Rates set forth in Schedule 1E.

3.7 Intra-Terminal Transfer of Cargo

3.7.1 <u>Cargo Transfer.</u> The Contractor shall, when requested by the COR/ACOR, transfer cargo from one place of rest to another. The cargo shall be placed at designated place of rest or mode of conveyance. Compensation for Transfer of Cargo will be based on Rates set forth in Schedule 1F.

3.8 Onward Movement of Cargo

Onward movement involves the transportation of cargo from the port to destination or from origin to port by means of truck or rail. Contractor shall provide onward movement of cargo at the direction of the COR/ACOR. Compensation for Transfer of Cargo will be based on Rates set forth in Schedule 9.

3.9 Management Expertise

Management involves the allocation and coordination of resources to accomplish a mission/operation. The Contractor will provide a dedicated manager and at least two alternates to serve as a single point of contact for interface with the government on all contract related performance activities and issues. This individual must have decision-making authority and shall act as the central point of contact. The Contractor shall provide telephone numbers for the contract manager and alternates. There shall be a manager/alternate available 24/7. The manager and alternates shall meet as necessary with Government personnel designated by the contracting officer to discuss contract performance and/or problem areas. The contract manager and alternates must be able to read, write, speak, and understand English fluently.

3.9.1 <u>Out-of-Pocket Expenses</u> Out-of-Pocket Expenses involve reimbursement of actual payment made by the Contractor to a third party as substantiated by submission of the paid invoice. Out-of-pocket expenses will be reimbursed only for mission related services and/or material identified on labor order forms by the COR/ACOR.

For the purpose of purchasing supplies/non-durable goods, the Contractor shall obtain approval from the on-site COR for each line item on the material requisition exceeding the threshold of \$10,000.00 on either a unit or cumulative effort. Any purchases above the threshold of \$10,000.00 will require the advanced approval of the Contracting Officer.

Performance Objective No. 17 – The Contractor shall provide special equipment/supplies that will be paid out-of-pocket and reimbursed by the government upon the approval of the COR/ACOR.

3.9.2 Invoices

The Contractor shall submit 100% legible invoices and DD250s to include supportable cost reports within thirty (30) days after completed vessel operation.

Performance Objective No. 18 - Invoices

Performance Measure: Import/Export Manifest Performance Standards: 100% legible invoices received within 10 days. Max allowable deviation is 2 days.

- 3.9.2.1 <u>Timekeeping</u>. The Contractor shall maintain timesheets, with 100% accuracy, for all contractual services furnished by his own operation and subcontractor's operation. The timesheet shall include: date of operation; if work was performed on daily shift or continuous shift; the number of laborers, type of men used, and hours worked; type, number and hours equipment is utilized and the times and reasons for any work stoppages. Timesheets will be verified by the COR/ACOR. Compensation for this will be included under schedule 1.
- 3.9.3. <u>Quality Control Inspection Plan (QCIP).</u> Contractor shall employ their approved QCIP as required by the contract. The contractor shall ensure QCIP is performed in accordance with applicable technical manuals.
- 3.9.4. Quality Assurance (QA). The government will conduct its QA responsibilities in accordance with (IAW) the contracts Quality Assurance Surveillance Plan (QASP). The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The contractor shall not limit or hinder the Governments access to places (to include services performed by subcontractors) where services are being performed. At its discretion the Government may or may not notify the contractor in advance.
- 3.9.5 Contractor Performance Assessment Reporting System (CPARS). The contractor's performance will be assessed yearly and the contractor performance assessment report (CPAR) will be entered into the CPARS. A CPAR assesses a contractor's performance and provides a record, both positive and negative, on a given contractor during a specific period of time. Each assessment is based on objective facts and supported by program and contract management data, such as cost performance reports, customer comments, quality reviews, etc.

Performance Objective No. 19 – The Contractor shall establish a Quality Control Inspection Plan, which will emphasize quality control over all contract requirements. The Quality Control Inspection Plan will contain a Quality Control Inspection Checklist (QCIC), which, at a minimum, will contain all elements of the Performance Requirements Summary (PRS). The draft plan must be submitted to the Contracting Officer within ten (10) days after award. The Government will review and either accept or reject the QCIP within 10 days of receipt. The Contractor will have five days to make any necessary corrections and resubmit. No performance may commence prior to approval of the QCIP. The plan will be updated when requested by the Contracting Officer.

4.0 SPECIAL CONTRACT REQUIREMENTS

4.1 Hazardous Cargo

The transportation and handling of hazardous cargo for shipment shall be subject to International Maritime Dangerous Goods Code (IMDGC) and applicable Oman Safety Standards including, but not limited to: Omani Royal Decree No: 46/95; Issuing the Law of Handling the Use of Chemicals; No. 82/77: Law of the use and handling of explosives and its amendments; and No. 10/82: Law of the Conservation and Prevention of Pollution and its amendments.

Performance Objective No. 20 – The Contractor shall provide a qualified Contractor Environmental Compliance Officer (ECO) for HAZMAT handling who will assume command and control of the situation by securing the scene, providing incident command and control, evacuating personnel, stopping the release, containing spills, decontaminating personnel, and request mutual aid from surrounding installations as required. The ECO should be English speaking and authorized to act for and bind the contractor.

4.2 Security

4.2.1 Related to Personnel

The government will provide U.S. Military force protection and security of contractor personnel on site, commensurate with the threat, and IAW Chapter 6, FM 3-100.21, applicable Theater Anti-Terrorism/Force Protection guidelines based upon Force Protection measures provided by CENTCOM in place at the time of the mission, Defense Federal Acquisition Regulation Supplement (DFARS) 252.225-7040 (c)(1)(i).

If the Government notifies the Contractor that the employment or the continued employment of any Contractor employee is prejudicial to the interests or endangers the security of the United States of America, the Contractor shall make any changes necessary in the appointment(s). The contractor employee will be immediately escorted off the premises.

4.2.2 Damage and Loss Reporting

Transportation Discrepancy Report (TDR) procedures for pilferage and damaged claims.

Inspect cargo upon arrival: All cargo and/or equipment will be inspected by the contractor prior to shipment to final destination. If cargo is damaged, pilfered, vandalized, and/or tampered with, annotate the damage on the carrier's receipt. Once the pilferage/damage is detected, the contractor will initiate TDR (DD Form 361) and submit to the COR within 24 hours of the inspection.

Attachments to the DD Form 361:

Initial submission shall include photographs, statements from those on site at time of pilferage and/or damage, packing list (ensure that items that are missing and/or damaged are highlighted) and a copy of the delivery receipt (if available).

Performance Objective No. 21 – The Contractor shall immediately notify the COR/ACOR if any cargo is damaged, lost or pilfered while in the care, custody or possession of the Contractor, and the Contractor shall submit a TDR detailing the facts and extent of such damages or loss to the COR within 24 hours.

Performance Objective No. 22 - Record and report to the COR all available facts relating to each instance of loss, damage or destruction (LDD) to Government property. LDD reports shall be made orally to the COR/ACOR within 30 minutes from when the Contractor becomes aware of occurrence and in writing within twelve (12) hours to the COR/ACOR.

4.2.3 <u>Information</u> All information furnished to the Contractor is to be used FOR OFFICIAL USE ONLY (FOUO). The Contractor is required to be aware of Operational security (OPSEC) requirements from Surface Deployment and Distribution Command (SDDC). Information determined as FOUO or included as part of the OPSEC Critical Information List (CIL) is not to be released to the public.

4.3 **Safety**

4.3.1 General

The contractor shall be responsible for safety of employees during all contractor operations conducted in accordance with this PWS and the Occupational Safety and Health Administration (OSHA) safety regulations and guidance as it applies to the Theater of Operations. The Contractor shall perform the services as follows:

- 4.3.1.1 Conform to the safety requirements contained in the contract for all activities related to the accomplishment of the work.
- 4.3.1.2 Require all personnel working on the dock and in the ship to wear appropriate personal protective equipment to include but not limited to: safety shoes/boots, safety glasses, reflective vest and hard hat.

4.3.1.3 Comply with all safety, fire and security regulations as prescribed in the host nation general accident prevention regulations, and security regulations applicable to the port of operation.

Performance Objective No. 23 – The Contractor shall establish a Safety Plan, which will outline the Contractors safety program over all contract requirements.

4.3.2 Operation of Equipment

The Contractor shall maintain all vehicles and equipment in an operable condition. All vehicles/equipment shall, as minimum, meet the mechanical inspection standards of the host nation technical surveillance organization. The Contractor shall immediately replace, at their own expense, any Contractor furnished vehicle/equipment as a result of a breakdown. The U.S. Government will not be charged for time lost due to a breakdown or any other failure of Contractor furnished vehicles/equipment.

Performance Objective No. 24 – Equipment operated by the Contractor on any Terminal must be maintained and operated in accordance with applicable Oman laws and regulations. Contractor personnel operating equipment will work no more than twelve (12) hours in a 24 hour period.

4.3.3 Accident Reporting

The Contractor shall record and report to the COR/ACOR all available facts relating to each instance of injury to either Contractor or Government personnel. Accident Reports shall be made orally to the COR/ACOR within 30 minutes from when the Contractor becomes aware of occurrence and in writing within twelve (12) hours to the COR/ACOR.

Performance Objective No. 25 – The Contractor shall immediately give an oral report within 30 minutes to the COR/ACOR and shall submit a full written report to the COR/ACOR within twelve (12) hours of any accident or incident which results in death or injury to personnel during or arising from performance under this contract. In all instances where an accident or incident occurs, the Contractor shall assist the Government during any investigation of an accident or serious incident.

4.4 Environmental Control

- 4.4.1 *Emergency Response Plan*: The contractor shall report immediately to the COR and Contractor Environmental Compliance Officer (ECO) any leakage or spillage of hazardous substances on the ground or any leakage or spillage which entered the harbor or the drainage system of the harbor.
- 4.4.2 Response to Environmental Incident: The contractor shall be responsible for assuming command and control of the situation by securing the scene, providing incident command and control, evacuating personnel, stopping the release, containing spills, and decontaminating personnel. The contractor shall request mutual aid from surrounding installations as required. Any clean-up efforts shall be coordinated by the contractor ECO and approved by the COR.
- 4.4.3 *Environmental Compliance*: The contractor shall comply with all applicable Oman and US military environmental laws and regulations to include but not limited to:
- 4.4.3.1 Remediation efforts: Remediation efforts shall also include verification and documentation that the source of contamination has been abated, all contaminated media removed and all waste materials disposed in an approved host nation disposal site;
- 4.4.3.2 *Spill contingency and Response Plan*: A spill contingency and response plan shall be made available to the COR which at a minimum, complies with all applicable directives of the <u>host nation environmental guidance and instructions</u>. The contractor spill contingency and response plan shall specifically describe how the contractor shall prevent and respond to spill incidents;
- 4.4.3.3 *Contractor Liability*: In the event of accidental or deliberate discharge in which the contractor fails or refuses to remediate the spill, the contractor shall be held liable for all clean-up costs.

- 4.4.3.4 *Emergency Response Supplies*: At no additional cost to the government, the contractor shall maintain supplies for emergency response and routine maintenance releases. These supplies shall be available, or accessible, in sufficient quantity to resolve any volume of materials, wastes or contaminants that may potentially affect or impact the environment.
- 4.4.4 Secondary Containment For Hazardous Materials, Wastes and Petroleum, Oils and Lubricants (POL)
- 4.4.4.1 The contractor shall provide secondary containment devices for temporary and permanent storage facilities that retain POL substances, hazardous materials and hazardous wastes (i.e. new and used oils, fuels, lubricants, solvents, batteries, acids, paints, antifreeze, etc.);
- 4.4.4.2 The contractor shall provide secondary containment structures for all bulk POL storage tanks, fuel cans, barrels, bladders, etc. When applicable, drain-off devices (w/ valve, cap or plugs) shall be installed in the secondary containment structure to permit discharge of uncontaminated storm water accumulations. Containment applies to both, Above Ground Storage (AST) tanks and Under Ground Storage (UST-dual walled w/interstitial monitoring) tanks which supply fuel to generators, equipment, vehicles, light sets, etc. In addition, secondary containment requirements apply to all tanks and/or containers from 5 to 55 gallons to include mobile tanker trucks used for refueling operations. All secondary containment structures shall be free from soil and sand accumulations;
- 4.4.4.3 In the event hazardous materials are required to be stored at a job site or location where services are being provided, the contractor shall be responsible for providing flammable storage cabinets with current inventory sheet and MSDS (material safety data sheet). The flammable cabinets shall be subject to environmental compliance inspections;
- 4.4.4.4 Acceptable secondary containment must be coordinated by the contractor ECO and confirmed by the COR/ACOR.

Performance Objective No. 26 – In all instances where an environmental accident or incident occurs, the Contractor shall give an oral report within 30 minutes to the COR/ACOR and shall submit a full written report to the COR/ACOR within twelve (12) hours of any incident. The Contractor shall assist the Government during any investigation of an accident or serious incident.

5.0 PORT / TERMINAL SPECIFIC REQUIREMENTS

5.1 Scope

This contract covers the handling of Department of Defense (DOD) sponsored export and import cargo for SDDC units at the Ports of Qaboos, Port of Duqm, and Salalah, Sultanate of Oman. The Contractor must be capable of working multiple vessels simultaneously at multiple ports using 24 hour continuous operations. The Contractor will be conducting ammunition operations (after coordination with the proper authorities), container operations, load on load off (LOLO) operations and roll on roll off (RORO) operations.

5.2 Ground Rules

5.2.1 Training and Contingency Operations

The Government reserves the right to conduct training and contingency operations for U.S. Army personnel during a scheduled or contingency load or discharge for any vessel operation. The Contracting Officer or COR will advise the Contractor when such training or contingency operation is scheduled; such notification will be provided to the Contractor as soon as known, but will be provided at least seven (7) calendar days prior to the scheduled start of a normal Government operation, unless a contingency arises. Notification will occur as soon as possible in contingency situations. During these training/special operation events, the Contractor shall provide sufficient qualified labor as required to support vessel loading or discharge operations and related terminal operations.

5.3 Personnel

The contractor shall provide personnel information on host/local country national personnel as requested by the PCO or other security and/or intelligence organizations at the discretion of the COR/ACOR.

5.3.1 Compliance

The contractor shall ensure compliance with DFARS 252.225-7040 (e) and any applicable regulations, security and force protection requirements.

5.3.2. <u>Labor Laws</u>

The contractor shall ensure compliance with the Oman labor laws.

5.3.3 Documentation

Contractor shall ensure that all foreign national employees, to include US nationals, and all EXPAT employees have appropriate licenses, installation access badges, and VISA.

5.3.4 <u>Personnel Screening</u>

The contractor shall screen all employees to ensure they do not have criminal records with their home countries. Prior US military personnel shall be screened for military service criminal offenses. The US Government will be responsible for coordinating the Foreign National Screening program IAW current policy and Central Command/Army Central Command (CENTCOM/ARCENT) direction.

- 5.3.4.1 Screening will be used to complement the badging process and to enhance Force Protection (FP) measures through document examination; verification; and biographical and security interviews. Refusal to be screened will result in the applicant's access being denied or terminated.
- 5.3.4.2 Once the screening process is complete for an applicant, the screening cell will forward the packet with recommendation concerning that applicant's suitability for access. Any derogatory information may result in the applicant's access being denied or terminated. Applicants who have been denied access due to derogatory information may file an appeal to the Contracting Officer for review.
- 5.3.4.3 Contractor and employees and/or subcontracted personnel must agree to the release of personal information for the purposes of security/background checks. Contractor will submit the following personnel information, at a minimum, to the COR/ACOR:
 - a. Full Name
 - b. Social Security Number (if applicable)
 - c. Position Title
 - d. Citizenship
 - e. Date of Birth
 - f. Place of Birth
 - g. Passport Number
 - h. Passport Date Issued
 - i. Passport Date of Expiration
 - j. Place Passport Issued
 - k. Security Clearance
 - 1. Organization and Station
 - m. Work Telephone Number
 - n. Departure Date
 - o. Period of Duty
 - p. Complete Itinerary within Country
 - q. Emergency Point of Contact and Phone Number

5.3.4.4 The Contractor shall not employ any person under this contract who is simultaneously an employee of the United States Government.

5.3.5 Medical Screening

Personnel shall receive appropriate medical screening prior to employment IAW Enclosure 3 of Department of Defense Instruction (DoDI) 3020.41. This screening shall include infectious diseases, at a minimum, but not limited to, tuberculosis, typhoid fever and hepatitis A.

5.3.6 Employee Training and Certification

The Contractor's employees shall have all training and certificates required by Oman law and applicable industry regulations for operating and handling Contractor furnished equipment, and Government vehicles.

5.3.7 Contractor Access

The Contractor shall be required to provide personnel information, required documentation, passports, photos, etc. in order to secure access for Contractor employees to U.S. Government facilities. In addition, Contractor employees will be required to undergo background investigations and security checks as determined necessary by both the U.S. and Oman Officials. It is the Contractor' responsibility to prepare the paperwork for the COR/ACOR, and to ensure that all employees are taken to the Port of Oman's badging office to process the paperwork and receive the badge. The Contractor shall ensure that employees display the badge at all times during operations. The Contractor shall ensure that its employees meet the guidelines issued by the U.S. Government regarding Third Country national employment, and that its employees do not bring into, nor remove from any government installation, any contraband material.

5.3.8 Security Requirements

Personnel directly hired by the Contractor shall pass a background investigation with the Passport Issuing Authority, the Omani CID Office, The Royal Omani Police, The Royal Omani Intelligence Agency, and the Contractor.

5.3.9 <u>Management Onsite</u>

The contract manager or alternate shall be on site at all times during port handling and cargo distribution operations. At any other time, i.e. outside cargo operations, the contract manager or designated alternate shall be physically available or on call to the COR/ACOR, within one (1) hour.

5.4 Security

5.4.1 <u>Cargo</u>

The Contractor shall, at no additional cost to the U.S. Government, ensure that all Government property in possession or custody of the Contractor is at all times properly secured and safeguarded. At a minimum, the Contractor shall padlock, seal or otherwise provide security for partially loaded or unloaded vessels, railcars, trucks/trailers, sea vans or Milvans remaining overnight, or not released to the carrier, until commencement of work on the following day.

5.4.2 <u>Military Base / Port Access</u>

If applicable, the Contractor shall ensure that all of its own personnel adhere to all security requirements set forth by the Base Commander or Port Authority. Contractor is also responsible to obtain authorization from the appropriate authority for all personnel and equipment to access, as necessary, the Military Base / Port.

5.4.3 Vehicle Identification

<u>The Contractor will be</u> responsible for obtaining Base / Port access clearance for any vehicle used in performance of this contract.

5.5 Hours of Operation

- 5.5.1 The Contractor may be required to perform the services described in this PWS 24 hours per day, seven (7) days per week, 365 days per year to include all official holidays. In the case of Government caused delays, Contractor personnel will be compensated accordingly.
- 5.5.2 For every operation the Contractor shall be informed at least 24 hours prior to operational start time. The Contractor shall identify at that time any necessary deviation that will impact operational start time. Equipment positioning and set-up will take place prior to operational start time.
- 5.5.3 The Contractor may be required to organize Contractor labor into working shifts as requested by the COR.
- 5.5.4 If the Contractor, for any reason, is unable to perform the services required, he shall immediately notify the COR.
- 5.5.5 According to the Port Tariffs, normal operating hours for Planning and Operations Management are 0800-1630, Operations & Container Freight Station (CFS) are 0800-1600, and the Gate hours are 0800-1600. Normal Overtime hours for Operations & CFS are 1600-0800 the following day, and the Gate hours are from 1600-2300. Special Overtime hours for Operations & CFS are Thursdays, Fridays, & Holidays, and for the Gate are Thursdays, Fridays, & Holidays. Subject to availability of Royal Omani Police (ROP) Customs.

5.6 Government Furnished Facilities, Supplies/Services and Equipment

- 5.6.1 Facilities
- 5.6.1.1 The government reserves the right to provide facilities to include office space, break area, etc.
- 5.6.1.2 The government reserves the right to provide space on the premises for the Contractor to temporarily store equipment and vehicles for the purposes of maintenance, refueling, and life support.
- 5.6.1.3 The Contractor must stay within the designated areas provided by the government.
- 5.6.1.4 The Government reserves the right to negotiate with the Port for appropriate land area.
- 5.6.2 Supplies/Services
- 5.6.2.1 Dunnage and Lashing Material. The Government reserves the right to provide lumber, dunnage, nails and lashing material in a ready-to-use condition required for the lashing and securing of cargo.
- 5.6.2.2 The Government will provide all documentation to include customs documentation required for the movement and the clearance of the cargo to/from the port.
- 5.6.2.3 If deemed mission-relevant, the Government may furnish information and documentation to the Contractor concerning cargo and vessel movement to include but not limited to:
 - a. Manifests, bills of lading, and/or Cargo and Billing (CAB) report.
 - b. Names, berths, and dates ships are to be worked.
 - c. A list of cargo to be loaded on each ship and the pre-stow plan(s) for vessel loading, and/or discharge plan(s) and staging plan(s) for discharge operations.
 - d. Disposition and marking instructions for retrograde cargo and the arrangement of inland transportation.

- e. Specifications for the processing of military vehicles.
- f. Cargo Status Reports, to include: Aged Cargo Reports and Weekly Open Transfer Reports.
- g. Daily On-Hand Reports Import/Export.

5.6.3 Equipment

5.6.3.1 The contractor shall perform a joint inventory of GFE with the Property Book Officer (PBO). The contractor shall document damaged and shortage items. The contractor shall repair or replace the damaged items and acquire the shortage items to maintain a fully mission capable status, and maintain 100% property accountability of all GFE. The contractor shall perform monthly cyclic inventories of all Government property in accordance with the FAR Part 45.

In accordance with DFARS 252.245-7001, the contractor shall no later than 31 Oct of each year, provide to the cognizant Government property administrator a report for all DoD property for which the contractor is accountable under the contract. The report shall be prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or a substitute format approved by the PCO.

The Government reserves the right to provide Government Furnished Equipment (GFE) at any time under this contract to support cargo operations. The Government will compensate the Contractor only for equipment actually provided by the Contractor and approved by the Government.

5.6.3.2 In the event GFE is provided, the Contractor shall be responsible for maintenance and repair. Responsibilities include but are not limited to:

- a. Perform 10/20 level maintenance on GFE equipment and replace and repair parts as necessary
- b. Document and maintain records of maintenance performed and corrected on DA Form 2404
- c. Develop maintenance plan within 30 days of receipt of GFE that identifies procedures, policies and actions required to implement, maintain and conduct maintenance on whether GFE or CFE. The maintenance plan will be in accordance with (IAW) Government and civilian regulations.
- d. Submit Equipment Status Report when equipment is considered to be deadline or inoperable. The deadline report will consist of five distinct categories: Material Handling Equipment, Leased Heavy Equipment, Contractor Acquired Government Owned Heavy Equipment, Government Furnished Equipment, and Light Equipment. The report shall include:
 - Item Description
 - Model Number
 - Serial Number
 - GP Number (GFE)
 - Deadline Reason
 - Deadline Date
 - Location of Equipment
 - Applicable Purchase Order or Requisition Number (GFE)
 - Expected date of Completion of Repairs
 - Service/Repair/Order (SRO) (GFE)
 - Any other amplifying remarks as necessary.

5.7 Contractor Furnished Facilities, Supplies/Services and Equipment

Except for those items or services specifically stated in this PWS, the Contractor shall furnish everything required to perform this mission according to all its terms and applicable contract provisions. Government will provide fuel for GFE used to support the on-site mission.

5.7.1 <u>Facilities</u>

5.7.1.1 Staging Area. When requested, the contractor will negotiate for us to gain access to exclusive use of hard stand (permanent surface) to be used as staging area within the port. The Contractor will be given an agreed upon number of days advance notice to make the area free from commercial cargo, commercial traffic, obstacles, or trash. The Government will not pay for handling any commercial cargo and/or obstacles that need to be removed for the staging of government cargo. The staging area shall be broom cleaned prior to the start of operations and after completion of operations. Staging area will be kept clean at all times. Compensation will be included in the rates set forth in Schedule 6.

Performance Objective No. 31 – The Contractor shall arrange for clean staging or pier space, to include covered storage, if requested by the Government.

Performance Objective No. 32 – If requested by the COR, the Contractor shall provide a staging plan at least one (1) day prior to start of vessel discharge.

Performance Objective No. 33 – When requested by the Government, the Contractor shall provide cleaning equipment and clean retro equipment to United States Department Agriculture standard and properly dispose of waste water and solid residual waste (if applicable).

Performance Objective No. 34 – The Contractor shall reposition and / or document moved equipment when requested by the COR/ACOR.

Performance Measures:

Performance Standards:

Load Tally List

Record accurate information for the cargo; 5% max allowable deviation of documentation descrepancies

- 5.7.1.2. *Storage Facilities*. When requested, the Contractor shall provide adequate in transit open/closed storage facilities. When requested by the COR, the Contractor shall cover cargo placed in open storage with serviceable waterproof tarpaulins.
- 5.7.1.3. *Warehouse Space*. When requested, the Contractor shall provide sufficient warehouse and open storage space as required to accommodate the Government DOD sponsored cargo, supplies, material, and equipment. The facility shall be capable of all weather operations.
- 5.7.1.4 Office Space. When requested, the Contractor shall provide portable or permanent office spaces for US Government personnel, in the port for the duration of this contract. The COR/ACOR will determine whether office furnishings, equipment, and services meet current operational needs. Each office shall be equipped with the following:
 - a. Adequate Furniture
 - b. Heating ventilation and air conditioning
 - c. Electricity
 - d. High Speed Internet connectivity
 - e. Office equipment (computer, photo copier, printer)
 - f. Two lavatories
 - g. Daily janitorial services
- 5.7.1.5. *Fencing*. When requested, the Contractor shall use portable fencing to separate all Government cargo from any other commercial cargo stored in either the warehouse facility or the port area. The Government shall have exclusive use of the area where Government cargo is stored. The Contractor shall also provide a secure area inside the warehouse for the storage of pilferable or protected items.

- 5.7.1.6. Container Walls. The contractor shall provide requested amount of Force Protection barriers, install and remove around the staging area to reduce visibility of cargo operations. Contractor shall provide empty containers, MAFI trailers, and/or concrete barriers, for the purpose of constructing a security wall in certain areas of the Port. All required barriers shall be positioned and re-positioned in accordance with instructions provided by the COR/ACOR. Containers shall be provided with the adequate number of twist locks fixed and unfixed by Contractor for safely securing all containers. Compensation for Mobilization, Demobilization and setting Force Protection container walls rates will be applicable as set forth in Schedule 4.
- 5.7.1.7. *Pier Cutting*. Contactor shall make pier ready to receive vessel upon request of COR and in accordance with Port Authority instructions. Compensation shall be reimbursed at cost and substantiated by invoice in accordance with Schedule 6.
- 5.7..1.8. *Cooling Tents*. Contractor shall provide air conditioned cooling tents, with minimum dimension of 10M x 10M upon request of COR. Compensation shall be at the rates set forth in Schedule 6.

5.7.2 <u>Supplies/Services</u>

The Contractor shall provide the following items/services, to include but not limited to:

- a) *Life Support*. Ensure that all contracted employees are provided the basic life support essentials (i.e. latrines and washing facilities, shaded break area) during all operations. The U.S. Government is not responsible for supplying food or water to the contracted employees.
- b) *Trash Disposal Service*. Refuse containers (each one capable of holding 8.5 cubic meters of storage space), with daily emptying service.
- c) Visa for U.S. Government Employees. Arrange visas, airport transportation, or extension of visas for US Government personnel to facilitate continued entry into country/port of operation.
- d) Communication/Audiovisual Services. Unrestricted access to telephone service, facsimile equipment, laser printer and overhead projector.
- e) Copier Services. Two copier machine capable of reproducing a minimum of 1,000 copies per day each. Service shall include transportation/removal, a six hour repair response time, and supplies on an as needed basis
- f) Portable Latrines. Portable latrines that shall be installed in the port area. The latrines shall be water flushed or chemical type with hand washing facilities, toilet paper, and soap and paper towels. Replenishment of toilet paper, soap and paper towels will be on a daily basis. The Contractor shall be responsible for the cleaning service of the latrines twice a day.
- g) Hand Held Radios. Hand held radios for two-way communication within the port area.
- h) *Mobile Light Sets*. Mobile light sets at the time and location requested by the COR. Contractor shall be responsible for maintaining and fueling all mobile light sets in order to ensure all light sets are operational at all times.
- i) *Tarpaulins*. Serviceable, water-proof tarpaulins to cover United States Government cargo placed in open storage and during convoy/inland transportation operations.
- j) Dunnage and Lashing Material. Furnish lumber, dunnage and lashing material required for the lashing and securing of cargo.
- k) *Documentation*. The Contractor shall ensure that all documentation received and required for the accounting of cargo and freight is accurately prepared.
- 1) *Miscellaneous Support Services*. Contractor shall provide any other supplies and services requested by the COR, provided only that they are set forth in the port specific Schedule of Rates, Schedule 8.

5.7.3 Equipment

- 5.7.3.1 With the exception of equipment specified as Government furnished, the Contractor must furnish all gear and equipment required to perform all services under this contract. The Contractor is responsible for the acquisition, maintenance, storage, ect for all Contractor furnished equipment.
- 5.7.3.4 When performing extra labor services, the Contractor shall supply and maintain all necessary equipment.
- 5.7.3.5 Equipment operated on the terminal must be maintained and operated in accordance with applicable Oman laws and regulations, and OSHA regulations.
- 5.7.3.6 When necessary, the Contractor shall, at no additional cost to the Government, transport his own gear and equipment within the port area and/or to/from where needed.
- 5.7.3.7 Government use of Contractor's Equipment. The U.S. Government reserves the right to use military personnel or Third Party contracted drivers to operate MHE and/or military equipment for cargo operations at the discretion of the COR/ACOR. Training and certification of drivers will be provided by the U.S. Government at no cost to the Contractor.

5.7.4 Removal of Contractor's Equipment and Supplies

Within three (3) working days after expiration date of the contract, the Contractor must remove from the premises all equipment and supplies belonging to him. If removal has not been accomplished within three (3) working days the Government will remove them from the premises at the Contractor's expense.

5.8 Specific Tasks

5.8.1 General

The Contractor shall perform the specific tasks mentioned herein in the ports of Qaboos, Port of Duqm, and Salalah, Sultanate of Oman in a manner consistent with the best commercial practices. Any work started before, and not completed by, the expiration of this contract shall be governed by the terms and conditions of this contract, unless otherwise requested by the Contracting Officer.

5.8.2 Planning Operations

The Contractor shall perform adequate advanced planning to ensure an efficient and economical operation. These plans shall include all aspects of the operation to ensure the Contractor provides the required manpower, equipment and resources to perform the operation. Planning shall include, but not be limited to: allocation of laborers and estimated time of completion, port storage plan, pre-stow plans for export shipments, vessel discharge plan for import shipments. An operation meeting shall be held on an as needed basis, for the purpose of finalizing planning information.

5.8.3 <u>Berthing Facilities</u>

The Contractor shall coordinate with the vessel's Agent for berthing facilities for vessels loaded with, or calling for, United States Department of Defense sponsored cargo. No extra charges shall be made for coordination for berthing facilities.

5.8.4 In-Stow Inspections

When requested, the Contractor shall perform 100% in-stow inspection of each hold/deck or mode of land transport to be worked prior to beginning the discharge operations and /or at the completion of the loading operations. The purpose of the in-stow inspection is to identify damages caused in shipment or during loading operations. Upon discovery of damages, a joint inspection shall be performed by the Contractor and the COR. The Contractor shall be responsible to prepare a cargo exception report in accordance with DOD 4500.32-R (VOL.1 - AUG 79, VOL.2 FEB 87) and submit the report to the COR within four (4) hours following the completion of vessel operations.

5.8.5 Loading Operations: Lift On-Lift Off (LOLO) and Roll On-Roll Off (RORO)

The Contractor shall perform loading operations in such a manner that no damage is caused by the Contractor. The Contractor shall comply with the transportation priorities in DOD Regulation 4500.9R (DTR) and shall comply with the approved pre-stow plan.

- 5.8.5.1 The Contractor shall move cargo from place of rest and place cargo in final stow location on vessel in accordance with the stowage plan. Contractor will be responsible for providing Trained & certified drivers to drive RORO vehicles. Compensation for vessel loading shall be at the rates in Schedule 1A
- 5.8.5.2 Loading performed on an extra labor basis shall meet or exceed the experienced production standards. Contractor shall be compensated at the rates in Schedule 3, and, for equipment, in Schedule 4.
- 5.8.5.3 *Use of U.S. Government Sponsored Personnel.* U.S. Government drivers may be used to load military vehicles on RORO vessels at the discretion of the COR/ACOR. The Contractor is responsible for the lashing and securing of cargo. Compensation shall be at the Extra Labor Rates in Schedule 3 for work actually performed.
- 5.8.5.4 *Removal of Materials*. The Contractor shall remove all unused dunnage, lashing and securing material. The Contractor shall also remove from vessel all debris generated by the operation. Compensation is included in the commodity rate in Schedule 1A.
- 5.8.5.5 Lashing and Securing of Cargo on Vessel. The Contractor shall lash and secure cargo on vessel as requested by the COR/ACOR. The Contractor shall also record/report all Government furnished or Contractor provided dunnage, lashing and securing material used aboard the vessel. A Dunnage and Lashing Material Accountability Report shall be submitted to the COR/ACOR for each cargo operation. Compensation for lashing and securing of cargo loaded on a commodity rate basis is included in the commodity rates in Schedule 1A
- 5.8.5.6 *Storage of Unused Materials*. Unused dunnage, lashing and securing material belonging to the vessel shall be stored by the Contractor aboard the vessel according to the instructions of the COR.
- 5.8.5.7 *Securing cargo*. When loading/lashing/securing cargo on the vessel, no time shall lapse between loading and lashing/securing the cargo. When the cargo is loaded in a temporary stow location, cargo shall be lashed and secured with at least one set of lashings.
- 5.8.5.8 Load mode(s) of Inland Transportation (Disposition LOLO/RORO). The Contractor shall move cargo from place of rest and load cargo on mode of land transport. This loading onto railcars, barge and military or commercial land transport includes the contractor responsible for but not limited to lashing/securing of cargo, covering cargo with tarpaulins, when requested by the COR/ACOR, and removing/reinstalling transporter components; i.e. sideboards, rails, tarpaulins, etc. Compensation for loading on mode of land transport (Disposition shall be at the rates in Schedule 1D.

5.8.5.9 Time Lapse

Performance Objective No. 35 - When loading cargo onto land transport, no time shall lapse between loading/lashing the cargo and the onward movement of the truck.

Performance Measures:

Performance Standards:

Control Time

Less than 10 Minutes Between Loading, Lashing and Onward Movement – 5 minute max allowable deviation

- 5.8.5.10 *Lashing and Securing of Cargo*. Lashing and securing of cargo on mode(s) of land transport; rail, truck and barge shall be in accordance with Oman laws and regulations and best commercial practices.
- 5.8.5.11 Military *Transportation*. Lashing and securing of cargo on military trucks shall be in accordance with applicable Military regulations.
- 5.8.5.12 Staging. The U.S. Government has the option to request supervision, personnel and material handling equipment for managing marshalling and staging yards. The Contractor may manage these yards in accordance with (IAW) the Government provided yard utilization and vessel stow plans. This may require the Contractor to segregate cargo IAW the Integrated Computerized Deployment System (ICODES) plan. This plan may require segregating cargo into separate staging areas. For example, cargo could be segregated by type, height, vessel/deck/hold, sensitive items, frustrated cargo, hazardous materials, port of debarkation (POD), etc. The

Contractor may be required to operate Sea Port of Debarkation (SPOD) staging yards at SDDC controlled ports in Oman. The Contractor may be required to operate marshalling yards at the ports of Qaboos, Port of Duqm, and Salalah, Sultanate of Oman. The Port of Qaboos, Port of Duqm, and Port of Salalah yards may be operated simultaneously having the capacity of: Qaboos 500; Port of Duqm 500; The Port of Salalah 500 pieces of cargo and transit capability of 250 pieces of cargo per yard/per day. From time to time, additional movement internal to the yards will be required.

5.8.6 <u>Discharging Operations (LOLO/RORO)</u>

The Contractor shall perform discharge operations in such a manner that no cargo is damaged. All cargo shall be landed at the designated place of rest. Compensation shall be at the rates in Schedule 1B.

- 5.8.6.1 The Contractor shall unlash, unsecure, breakout and move cargo from place of rest on vessel to the temporary resting area or mode of land transport. Contractor will be responsible for providing Trained & certified drivers to drive RORO Vehicles. Training will be provided by Master drivers.
- 5.8.6.2 *Removal of Materials*. The Contractor shall remove and account for all dunnage, lashing and securing material discharged from vessel. A Dunnage and Lashing Material Accountability Report shall be submitted to the COR/ACOR for each vessel operation. The Contractor shall also remove all debris generated by the operation. Compensation is included in the commodity rates in Schedule 1B
- 5.8.6.3 *Storing of Dunnage and Lashing Materials*. Unused dunnage, lashing and securing material belonging to the vessel shall be stored by the Contractor aboard the vessel according to the instructions of the COR/ACOR.
- 5.8.6.4 *Cleaning of the Vessel*. When requested by the COR/ACOR, the Contractor shall broom clean vessel holds/decks. Compensation is included in the commodity rates in Schedule 1B
- 5.8.6.5 The Contractor may be requested by the COR/ACOR to perform the disposal of all debris removed from the vessel after cleaning. Compensation is included in the commodity rates in Schedule 1B
- 5.8.6.6 *Discharge operations on Extra Labor Basis*. Discharge operations performed on an extra labor basis shall meet or exceed the experienced production standards. Contractor shall be compensated at the rates in Schedule 3 and, for equipment, in Schedule 4.
- 5.8.6.7 *Use of U.S. Government Sponsored Personnel.* U.S. Government and/or third party contracted drivers may be used to discharge military vehicles RORO from vessels at the discretion of the COR/ACOR. The Contractor is responsible for unlashing and unsecuring the cargo. Compensation will be at the Extra Labor Rates in Schedule 3 for work actually performed.
- 5.8.6.8 *Unload Mode(s) of Inland Transportation (Receipt LOLO/RORO)*. The Contractor shall unlash, unsecure and remove cargo from mode(s) of Inland transportation and place cargo in a temporary resting area. Unloading also includes removing/reinstalling transporter components, i.e. sideboards, rails, tarpaulins, etc. Compensation shall be at the rates in Schedule 1C.
- 5.8.6.9 *Damaged Cargo Commercial/ Military Truck*. Prior to unloading commercial or military trucks with damaged cargo, a joint inspection shall be performed by the Contractor and the COR/ACOR.
- 5.8.6.10 *Removal of Tarpaulins*. When requested, the Contractor shall remove tarpaulin covers from railcars and/or trailers. Additionally, the Contractor shall regain control and maintain accountability of all Government furnished tarpaulins. Compensation is included in the commodity rates in Schedule 1C.
- 5.8.6.11 *Removal of Materials*. The Contractor shall remove dunnage and lashing gear material from mode(s) of Inland transportation. The work area where modes of Inland transportation are loaded/unloaded shall be kept free of wood splinters, nails, lashing gear material and other residue generated during loading/unloading and lashing/unlashing operations.

5.8.7 <u>Mis-shipment of Cargo</u>

Contractor shall be liable for any mis-shipment of cargo occurrence due to the fault or negligence of the Contractor. Additionally, the Contractor shall reimburse the Government for all additional cargo handling and transportation costs incurred by the Government as a result of the mis-shipment.

5.8.8 <u>Handling Explosives/Hazardous Cargo</u>

- 5.8.8.1 The Contractor shall handle explosives/hazardous cargo in accordance with International Maritime Organization (IMO) regulations and local port restrictions. Compensation shall be in accordance with the commodity rates in Schedule 1.
- 5.8.8.2 The Contractor must maintain one hundred percent (100%) proper segregation of hazardous cargo while staged in the yard and during transport to the pier IAW all applicable standards and regulations, to include but not limited to, 40 CFR and 49 CFR.
- 5.8.8.3 Prior to commencing any explosive/hazardous cargo operation, the Contractor shall insure that all necessary explosive permits and authorizations required by the state or municipal authorities to handle ammunition and explosives have been obtained by the U.S. Government.

5.8.9 <u>Vehicle Processing RESERVED</u>

5.8.10 Stuffing/Un-stuffing

The Contractor shall perform the stuffing and unstuffing operations in such a manner that no cargo is damaged by the Contractor.

- 5.8.10.1 *Stuffing*. The Contractor shall remove cargo from place of rest and stuff it into containers. All containers/ flat racks shall be marked and/or tagged in accordance with Defense Transportation Regulation (DTR) procedures. The Contractor shall tape or otherwise secure a copy of the shipping load list on the container/ flat rack IAW. COR/ACOR instructions. Compensation shall be at the rates in Schedule 1E
- 5.8.10.2 *Blocking and Bracing*. Cargo stuffed into containers/flat racks shall be blocked and braced. Compensation is included in the commodity rate in Schedule 1E.
- 5.8.10.3 *Unstuffing*. The Contractor shall unstuff cargo from containers/flat racks to place it in the designated resting area.
- 5.8.10.4 *Verification of Seal Numbers*. The Contractor shall verify the seal number on the container to the seal number on the Transportation Control and Movement Document (TCMD). Any discrepancy shall be immediately reported to the COR/ACOR and annotated on the TCMD.
- 5.8.10.5 *Broken/Missing Seal and/or Damaged Cargo*. Prior to unstuffing containers with either broken or missing seal, or which contain damaged cargo, the Contractor shall notify the COR/ACOR.
- 5.8.10.6 *Included Services*. Unstuffing also includes unblocking/unsecuring cargo, and cleaning the container/flat rack by removal of debris and nails.

5.8.11 Receipt, Storage and Issue of Fuel Lubricants and Other Fluids

Upon direction from the ACO, when motor fuel, lubricants, cooling fluid or brake fluid cannot be issued from U.S. Government stocks the Contractor shall provide the appropriate fuel (leaded, unleaded or diesel), lubricants, cooling fluids or brake fluids. Compensation will be reimbursed on an out of pocket basis.

5.8.12 Cargo Transfer Within Port Area

Contractor may be requested to perform transfer of cargo from one place of rest to another place of rest within the same port area. Compensation shall be at the rates in Schedule 1F

5.8.13 Cargo Transfer Outside Port Area

The Contractor shall transfer cargo from one place of rest to another place of rest as requested by the COR/ACOR. Compensation shall be at the rates in Schedule 9.

- 5.8.13.1 Transferring cargo between the pier and the staging/marshalling areas may include the following delays: tallying, scanning, lifting, rinsing, entry control points, and customs inspections.
- 5.8.13.2 During Call Forward/Export Operations, there should be no stoppage of work once cargo is loaded or unloaded onto the land transport. The drivers are responsible for tying down the cargo and then immediately moving to the appropriate pier after passing through the normal checkpoints (scanning, tallying, rinse rack, & customs). It is the responsibility of the Contractor to provide the correct tie down gear to move the cargo.
- 5.8.13.3 During import/discharge operations, there should be no stoppage of work once cargo is loaded or unloaded onto the land transport. Once cargo has been offloaded, the driver must immediately return to the pier to pick up the next load of cargo. The drivers are responsible for tying down the cargo and then immediately moving to the appropriate staging yard after passing through the normal checkpoints (scanning, tallying). It is the responsibility of the Contractor to provide the correct tie down gear to move the cargo.

5.8.13.4 *Time Lapse*

Performance Objective No. 36 - When loading cargo onto land transport, no time shall lapse between loading/lashing the cargo and the onward movement of the truck.

Performance Measures:

Performance Standards:

Control Time

Less than 10 Minutes Between Loading, Lashing and Onward Movement – 5 minute max allowable deviation

- 5.8.14 Warehousing Operations RESERVED
- 5.8.15 Sanitary Inspections RESERVED
- 5.8.16 Tallying and Checking

The Contractor shall tally and check all cargo, freight, lashing material and dunnage handled during cargo operations. The Contractor shall report all damages and/or shortages and shall provide a copy of the tally report to the COR no later than eight (8) hours after the completion of each shift. Compensation is included in the commodity rate in Schedule 1.

5.8.17 Reports and Documentation

- 5.8.17.1 *Preparation of Documents.* The Contractor shall prepare and submit all reports and documentation required for managing the movement and accounting of cargo or freight. Reports and documentation shall be prepared legibly, in ink, and in English. The information required shall be 100% accurate.
- 5.8.17.2 *Cargo Accountability*. Within ten (10) days after contract award, the Contractor shall submit to the COR/ACOR a sample of all documentation that will be used for cargo accountability purposes.
- 5.8.17.3 *Distribution*. Distribution shall be made with the correct number of copies being prepared and the blank forms delivered to the correct location(s). All copies shall be legible (i.e., dark, easily read print, not crumpled, not wet, etc.).
- 5.8.17.4 Miscellaneous Documentation. The Contractor shall be responsible for the daily pickup of documentation,

i.e. cargo manifests, TCMD's, customs documents, etc., required for the performance of cargo operations from the U.S. Government office.

5.8.17.5 *Failure to Perform.* Failure to perform reporting and documentation services which results in a loss to the Government, for excess handling of additional transportation costs, shall be at the Contractor's expense. The amount shall be determined by the Contracting Officer and deducted from payments due the Contractor.

5.8.18 Carpenter Work

When requested by the COR/ACOR, the Contractor shall fabricate blocking devices such as chocks, blocks, frames and crates. Compensation will be at the Extra Labor Rates in Schedule 3 for work actually performed.

5.8.19 Welding and Burning

When requested by the COR/ACOR, the Contractor shall furnish welding, de-welding and burning equipment, material and services. Compensation will be at the Extra Labor Rates in Schedule 3 for work actually performed.

5.8.20 Handling of Dunnage and Lashing Material

The Contractor shall be responsible for the sorting, stacking, and storing in the port area of dunnage, lumber, and lashing material to be used by the Contractor in conjunction with cargo operations. A report of dunnage, lumber, and lashing material shall be provided by the Contractor to the COR/ACOR upon completion of each operation. Compensation is included in the rate set forth in Schedule 1.

- 5.8.20.1 *Inventory of Dunnage and Lashing Material*. An inventory of all dunnage, lumber, and lashing material in the custody of the Contractor shall be prepared on a monthly basis and provided to the COR/ACOR.
- 5.8.20.2 *Reclamation of Dunnage and Lashing Material*. When requested the Contractor shall perform lumber reclamation as requested by the COR/ACOR, and shall accept all scrap lumber generated by the operation.

5.8.21 Opening and Closing of Vessels

When required due to weather or working conditions, the Contractor shall remove and replace tarpaulins, battens, hatch covers, beams and tank tops with respect to all decks and deep tanks. The contractor shall also be responsible for the removal, handling, replacing or setting of reefer plugs in any space aboard the vessel. The placing and removing of side ramps and steel plates on RORO vessels is included as routine opening and closing and compensation is included in the commodity rates in Schedule 1A and Schedule 1B.

5.8.22 Customs Related Services

- 5.8.22.1 Customs Related Services. When ordered by the COR, the Contractor shall be responsible for physically processing all of the customs declaration documents through the Oman Customs Office in order to obtain clearance of the cargo. Compensation shall be at the rates in Schedule 8.
- 5.8.22.2 For United States Transportation Command (USTRANSCOM) controlled vessels or contracted cargo space, prior to the vessel arrival, the Contractor shall submit the cargo manifest/cargo load list to the Oman Customs office to obtain the clearance of the vessel. Compensation shall be in accordance with the rate in Schedule 8.
- 5.8.22.3 The Contractor may be requested to provide the assistance of an English/Arabic speaking and writing customs Translator in order to facilitate cargo clearance operations. Compensation shall be in accordance with the rate in Schedule 3.
- 5.8.22.4 Customs fees charged to the U.S. Government shall be paid by the Contractor. The U.S. Government shall reimburse the Contractor on an out of pocket basis

5.8.23 Exceptions to Commodity Rates

Whenever a particular type of cargo is handled for which no commodity rate has been established, the contracting officer shall negotiate a rate for that particular instance or for the remaining period of the contract.

5.8.23.1 Whenever a particular type of cargo is handled in such volume or under such conditions that the established commodity rate is unreasonable, the contracting officer shall negotiate a rate modification.

5.8.24 Demurrage

The Contractor shall not incur, or cause to be incurred, by his fault or negligence, demurrage on any mode of transportation for the Government's account, unless approved in advance by the contracting officer. Demurrage not approved in advance by the contractor officer shall be at the Contractor's expense. The Contractor shall maintain sufficient records to reflect the extent and causes of any demurrage incurred.

5.8.25 Calling for Services

Specific services to be performed under delivery orders issued in accordance with the ordering clause of this contract, shall be identified by the COR/ACOR on labor order forms. The COR/ACOR may also identify services verbally when necessitated by the operation. Verbal orders shall be confirmed in writing within 24 hours.

5.8.26 Access to Premises

The Government reserves the right of entry to the Contractor's or subcontractor's premises on site of operation for the purpose of accomplishing tasks in relation to work performed or to be performed under the terms and conditions of this contract.

5.8.27 Extra Labor

The Contractor shall, when requested by the COR/ACOR, supply extra labor for miscellaneous services within the scope and intent of this contract. Compensation for which will be paid as per Schedule 3 Extra labor caused by the fault or negligence of the Contractor shall not be compensated.

Miscellaneous services include, but are not limited to: Carpenter work in excess of normal (un)lashing and (un)securing, welding and burning, opening and closing of hatches on vessels, barges, and lighters equipped with pontoons, rehandling, removing and shifting of cargo, plus building and dismantling of sheathing and nailed floors as well as handling of ships' stores and material, and providing assistance to U.S. Government personnel during load/discharge operations.

5.8.28 Overtime RESERVED

5.8.29 Detention and Waiting Time

5.8.29.1 Detention (sometimes referred to as "stand-by time" or "waiting time") is the time lost as a result of the stoppage, or inability to start the discharging or loading of cargo. This includes but is not limited to: a breakdown of the vessel's equipment, bad weather (unsafe to operations, i.e. heavy rain, limiting visibility, lightning, high wind endangering crane operations, etc.) non-readiness of the vessel, or non-arrival of cargo. The contractor will not be charged for detention that is beyond the control or at no fault of the contractor, as determined by the COR/ACOR. Any work stoppage and the reason determining the waiting time shall be documented on Contractor's timesheets that will be verified by the COR/ACOR. The Contractor shall absorb each detention of 15 minutes or less. The Government will pay the Contractor for Government caused detention beyond 15 minutes. Compensation will be paid at the detention rates set forth in Schedule 3 for each man in gangs, including equipment operators, drivers and foreman. Detention of equipment shall be included in the commodity rates in Schedule 4.

5.8.30 Minimum Time

Minimum time is time defined as the time in addition to the time actually worked for which the Contractor is required to pay his employees to comply with minimum time requirements of labor agreements applicable to the Contractor and his employees. For the purpose of this contract, minimum time is considered a maximum of four hours per working day. The U. S. Government shall pay the Contractor for minimum time at the rates in Schedule 3.

5.8.31 Shift Differentials RESERVED

5.8.32 Other Contracts

The Government may award other contracts for additional work and/or work requiring special technical expertise (i.e. handling of aircraft or other sensitive cargo). The Contractor shall fully cooperate with other Contractors and Government employees. The Contractor shall adjust his work schedule as requested by the COR. The Contractor shall not interfere with the performance of any other Contractor or Government employees, nor shall the Government be charged for work not performed.

5.8.33 <u>Inland Transportation</u>

- 5.8.33.1 When requested by the COR, the contractor shall arrange and conduct necessary convoy operations and line haul to transport cargo to destination and from storage sites to trans-shipment point/port within 24 hours of USG request with vehicles of sufficient number and type to meet USG needs. The Contractor shall provide convoy escort services, emergency tow/repair capability and means for transporting operator personnel on return trip. The quantity and capacity of the vehicles to be used to transport cargo shall be agreed upon by the U.S. Government and the Contractor at the Pre-Operation Meeting.
- 5.8.33.2 Contractor vehicles used to transport U.S. Government cargo will be safe and serviceable. These vehicles will be provided to USG as needed based on operations and Omani governmental regulations/restrictions. Compensation shall be in accordance with the applicable rates in Schedule 1G. Prior to any movement of assets, vehicles shall be inspected to ensure they are serviceable. Vehicles will have no obvious leaks, proper functioning brakes, steering, trailer hitch systems and lighting. Tractors and trailers must be in suitable condition for cargo carried. Cargo will be completely covered when ordered by the COR/ACOR. Trailers decks shall not be loose, have missing panels or be unserviceable as determined by U.S. Government personnel. All tires (including mandatory spares) shall pass wear and tear requirement. Contractor personnel shall not be tired, ill or under influence of any substance. All drivers shall carry valid driver license for category of vehicle driven, and work permits. Contractor personnel shall be fully briefed on their duties, safety requirements and security aspects if the operation. Cargo shall be secured on trailers using proper dunnage and lashing equipment, chains and chain binders shall be used for all vehicles. Contractor trailers loaded with ammunition shall be equipped with one 12 kgm dry powder fire extinguisher. Contractor vehicles shall be equipped with inertia reel type safety belts, cabin fire extinguisher and first-aid kit. Munitions shall be transported in convoy movements of not more than 20 vehicles unless otherwise authorized by the COR/ACOR. Drivers shall keep no less than 80-meter intervals during convoy movements. Contractor shall provide for vehicle repairs, recovery and/or replacement, and casualty evacuation along any roadway routes during all movement hours. Contractor will arrange for proper unload equipment at inland destination. Compensation shall be in accordance with the applicable rates in Schedule 9.
- 5.8.33.3 The Contractor will obtain port removal/entry permits and necessary customs clearance for all cargo. Obtain special passes/permits and road passes as required. Coordinate for security and escorts as required for conducting transportation operations.
- 5.8.33.4 Self-transportable non-tracked vehicles. When approved by the COR/ACOR, these vehicles can be driven to final designation/storage sites by qualified drivers. Cargo carrying vehicles may be used to transport cargo to or from the storage site when approved by the COR/ACOR.
- 5.8.33.5 Contractor will ensure vehicles are kept secure and free from tampering. Vehicles are subject to safety and/or security inspections. Drivers will adhere to local laws, regulations and restrictions.
- 5.8.33.6 Contractor will ensure there are sufficient numbers of drivers that are vetted and on the access roster for all inland destinations. This will include additional drivers that are approved for surges in inland transportation

operations or driver shortages due to unforeseen events such as but not limited to illness, injury, or not reporting for work.

5.8.33.7 *Convoy Escort.* The Contractor will coordinate movement and escort of cargo as needed from the Port. Convoys arranged must adhere to existing movement restrictions and procedures. The Contractor personnel will escort convoys and coordinate with required Omani Government agencies for movement to designated locations. An estimated 12 convoys per month will be required.

5.8.34 Rinsing Services

The contractor shall maintain the wash/rinse racks to include all drainage, plumbing and electrical systems, and water.

5.8.34.1 Rinse Rack

When requested by the Contracting Officer, the Contractor shall provide or arrange final rinsing services of export cargo destined for Continental United States (CONUS) locations. The rinsing will be performed as close to the port as possible, immediately after the arrival of the cargo at the sterile staging area in the port, and shall include the rinsing of the land transportation equipment used for the transportation of the equipment to be exported. The Contractor shall ensure that equipment cleanliness will meet the standards specified by the USDA prior to moving the equipment to the sterile staging area in the port. Any equipment leaving the rinsing area without the approval of the Government Inspector will be returned to the rinsing area for final inspection at no additional cost to the U.S. Government. The Contractor shall properly dispose of waste water and solid residual waste (if applicable). The Contractor will not off-load non-rinsed and non-inspected equipment in the port for later rinsing and inspection, unless specifically authorized by the COR/ACOR.

5.8.34.2. Native Fury Operation.

Contractor shall establish a temporary rinse area for performance of the Native Fury operation. Rinse area shall measure 175 ft by 150 ft. and include 6 inches of aggregate. Aggregate will consist of 3 inches of Large grade over top of 3 inches Medium grade. Rinse area shall include 3 stations. Each station shall have two pressure washers (90 PSI), a 200 ft hose, 2 wet/dry vacuums, an air compressor with hose and spray nozzle, 10 straw brooms, 10 scrub brooms, and 10 fox tail brooms. Contractor shall provide rags and safety goggles as needed. Contractor shall provide a non potable water truck for operation of the wash stations. All temporary facilities, to include the rinse area and road, shall be torn down and disposed of at the completion of the mission. Compensation shall be at the rates in Schedule 10 and be inclusive of all costs, to include labor and equipment for build up and tear down of rinse area and road, on a per piece basis. Labor for actual wash/rinse of vehicles will be performed by the Government.

Performance Objective No. 35 – The Contractor shall provide cleaning equipment and clean retro equipment to USDA standards and properly dispose of waste water and solid residual waste (if applicable).

5.8.35 RFID Management

The contractor will ensure all required equipment crossing the border and loading on ships bear updated RFID Tags. Adhering to standard theater RF tag policies, the contractor shall burn standard data on to RF tags, perform PMCS level maintenance on tags and interrogators, a standard Format for RF data, and GFE RF tags, as required. The contractor shall have the capability to burn up to two hundred (200) RF tags at each site daily. Contractor shall order RF Tags and batteries as needed and report DS maintenance requirements.

5.8.35.1 *Hours*. At a minimum, twenty-four (24) hour coverage during vessel upload, vessel download, call forward and pier clearance operations is required

5.8.35.2 *Burn Tags*. The Contractor will burn data for and place new RFID tags on any cargo missing transponders. The majority of the cargo should arrive at the SPOD with transponders already attached. The maximum daily burn rate to plan for will be determined by historical operations data. There must be ninety five percent (95%) accountability and ninety five percent (95%) accuracy for all cargo. Cargo to be tagged includes the following:

a. Deploy/Import Containersb. Redeploy/Export Containers c.Deploy/Import Rolling Stock

d. Redeploy/Export Rolling Stock

- 5.8.35.3 *Document Cargo*. The Contractor will report information for all types of cargo in conjunction with established or provided guidance. This documentation may be done in conjunction with Container Management. The RFID team will coordinate with other sections; i.e., MCT, CMM, Yard Management, Customs, etc. to consolidate and minimize the number of stops necessary for convoy and pier trucks in order to document and process cargo. Convoy and Pier Trucks will be stopped for no more than five (5) minutes each to document cargo. Daily status briefing is required. Information recorded for each piece of cargo will include at a minimum the following:
 - a. TCN Number (taken from the label on the cargo)
 - b. RFID Tag Number (taken from the tag on the cargo)
 - c. Date Time Group and Location of Last RFID Tag "Ping"
 - d. Container number, if applicable
- 5.8.35.4 *Check Batteries*. The Contractor will check batteries of all existing RFID tags at the Port to ensure operability for movement until cargo reaches destination. The Contractor will supply and replace batteries as needed.
- 5.8.35.5 *Maintenance*. The Contractor will provide maintenance of RFID tags, conduct monthly inventory of equipment, and procure parts as needed. RFID Scanners will be provided as GFE and will be maintained by the Government.
- 5.8.35.6 *Customer Service*. Research location of cargo and provide other customer service as requested by the Battle Captain, Port Operations Cell, or MCT.

Performance Objective No. 36 – Ninety five percent (95%) accuracy of all RFID data. Ninety Five percent (95%) accuracy of redeploy cargo must have a functional and updated RFID tag.

Performance Objective No. 37 – Ninety five percent (95%) accuracy of all RFID data. Ninety five percent (95%) redeploy cargo bearing functional and updated RFID tags.

Performance Objective No. 38 – The Contractor shall provide cleaning equipment and clean retro equipment to USDA standards and properly dispose of waste water and solid residual waste (if applicable).

6.0 REPORTS AND DOCUMENTS

6.1 Preparation

All reports and documents, as requested by the COR/ACOR, shall be legible (not crumpled, dry, dark, with easy to read print). The information recorded shall be accurate and verified by the Contractor.

6.2 Distribution

As specified in the chart below, distribution shall be made with the correct number of copies being prepared and furnished to the COR/ACOR. All copies must be legible.

Report/Document	Frequency	Time Standards	Quantity
Timekeeper Report	Each cargo operation	NLT 24 hours after completion of shift	One per operation
Tally & Checking Report	Each cargo operation	NLT 8 hours after completion of shift	Two per TCN
Cargo Damage Report	When applicable	NLT 8 hours after completion of shift	One per TCN
Labor Order Form Mtg-Bh-Opps Form 37	Each cargo operation		
Contractor's Quality Assurance Inspection Checklist	Each cargo operation	NLT 24 hours after completion of shift	One per shift
Dunnage And Lashing Material Accountability Report	Each cargo operation	NTL 24 hours after completion of shift	One per shift
Operational Reports	Daily	Before close of business	One per day

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Warehouse Reports	When applicable	Before close of business	One when required
	T	T	. 1
Cargo Accountability Documents	When applicable	NLT 24 hours after	One when
Cargo / 1000 arrival and 12 countries		completion of shift	required
Monthly Status Report	When applicable	N/A	N/A

7.0 RETROGRADE

At the conclusion of this task order, the contractor shall retrograde all equipment, material, and supplies as directed by the contracting officer. As a supported Force rotates or the operation draws to a conclusion, the contractor shall plan, organize, facilitate, direct, control, and perform the necessary supply, maintenance, and transportation functions required for the provision of retrograde services. These functions may include retrograde of equipment, supplies, scrap, and hazardous materials to final locations worldwide.

8.0 TRANSITION OF CONTRACT

Within 15 days after contract award, the contractor shall begin a joint inventory incoming contractor. This joint inventory shall be complete and all issues resolved within 35 days of commencement, unless a longer period is approved by the Procuring Contracting Office. Transfer of all property shall be completed within 15 days after completion of the joint inventory.

- **8.1 Property.** A 100% physical inventory will be conducted by the incumbent contractor and verified by the incoming contractor. The government Property Administrator (PA) and/or a designated Property Representative will observe the physical inventory to assure concurrence by all parties. Upon completion, the incumbent contractor will post the transfer document as a closing adjustment to the contractor's property records. The incumbent contractor will maintain the basic property records reflecting authorizations, identification and management data for all GFP transferred to the incoming contractor. The Government will provide the incoming contractor with a Final Government Property Inventory report within 30 days from award of the TO.
- **8.2 Schedules**. It is of utmost importance that work schedules be maintained during transition. The LOGCAP III contractor will be responsible for work schedules until an area is officially transferred to the incoming contractor. Work will only be transitioned from the outgoing LOGCAP III contractor to the contractor for this TO when it is determined by the assigned Contracting Officer's Technical Representative (COTR) that the contractor for this TO can conduct the operation without detriment to the mission. This determination will be made in writing and provided to the ACO and the PCO. Any disagreement with the COTR decision shall be brought to the attention of the ACO for resolution.

9.0 CONTRACTOR MANPOWER REPORTING

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address https://cmra.army.mil/.

The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractor); (6) Estimated direct labor dollars paid this reporting period (including sub-contractor); (7) Total payments (including subcontractor); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (10) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest City, Country, when in an overseas location, using standardized nomenclature provided on website); (11) Presence of deployment or contingency contract language, and, (12) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. The Contracting Officer's Representative (COR) or Technical Representative (COTR) creates the contract record and the contractor completes it.

Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site. If you need assistance or have questions about CMR, please contact the CMR Helpdesk by phone at 703-377-6199 or E-mail contractormanpower@hqda.army.mil.

*Note: For in-theater contracts, requiring activities have the option of requiring more frequent reporting. Information from the secure web site is considered to be proprietary in nature when the contract number and contractor identity are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public with the contractor name and contract number associated with the data. For internal Army analysis, the reports and queries from the database shall not contain proprietary data.

Technical Exhibit 1

PERFORMANCE REQUIREMENTS SUMMARY

- 1. Required Service. The services set forth in Paragraph 5 prescribe the specific tasks that the contractor shall perform. Absence from the PRS of any contract requirement, however small, shall not detract from the enforceability, or limit the rights or remedies of the Government under any provisions of the contract or the Federal Acquisition Regulation.
- 1.1. The standards of performance for contract services are described in the Performance Work Statement.
- 1.2. The methods of surveillance for this contract include planned sampling, 100 percent inspection and customer complaints.
- 2. Government Quality Assurance. Contractor performance will be compared to the contract standards and performance requirements set forth in the Quality Assurance Surveillance Plan (QASP).
- 2.1. Methods. The Government may use a variety of surveillance methods to evaluate the contractor's performance. The methods of surveillance that may be used are:
- 2.1.1. Planned Sampling. This is a periodic surveillance of output items (daily, weekly, monthly, quarterly, semiannually, or annually) designed to inspect some part, but not all, of the activities being monitored. Work process outputs are selected in accordance with subjective criteria established in the QASP.
- 2.1.2. 100 Percent Inspection. This is an inspection method whereby all service outputs are monitored.
- 2.1.4. Customer Complaints. This is an inspection method that is initiated by the receipt of customer complaints concerning the contractor's performance. COR personnel investigate the complaint and, if validated, prepare a Contract Discrepancy Report (CDR), DA Form 5479-R, documenting the unsatisfactory performance.
- 3. Criteria for Evaluating Performance. The contractor is required to ensure performance to standards through his quality control system. Performance of listed services will be accepted and paid for at the applicable contract payment rates specified in Section B of the contract.
- 3.1. Acceptance of Re-performance or Later Performance. The contractor shall re-perform any or all defective work disclosed by Government inspection, including defective or incomplete performance. The Government shall re-inspect work for conformance to standards. The contractor shall not be compensated for re- performance of services. When services are performed on an extra labor basis, re-performance shall be on the contractor's account.
- 3.1.1. The contractor shall be held liable for any damage sustained by the Government to include, but not limited to the costs associated with the delay and re-inspection. The Government will assert claims against the contractor for lost or damaged cargo in accordance with the Federal Acquisition Regulation.

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Performance Standards	Performance Threshold	Method of Surveillance	Deduction/ Directed Action
5.3. Planning	Vessel operations plan will be presented (oral brief, written plan) no later than 48 hrs prior to the vessel arrival for load/discharge.	Each vessel No deviation	100% Inspection	N/A
5.4. Berthing Facilities	Berthing facilities will be coordinated with the vessel's agent 48 hrs prior to vessel arrival.	Each vessel No deviation	100% Inspection	Any additional berthing costs or vessel demurrage associated with poor planning for vessel arrival/ work start is the contractor's responsibility.
5.5. In-stow Inspections	In-stow inspection will be conducted prior to discharge from ship/land transport to identify existing cargo	Each vessel No deviation	100% Inspection	Contractor is liable for any cargo damage not noted in in-stow inspection.
5.6. Loading Operations	IAW DODReg. 4500-9R (DTR), CFR 49, IMO Regs	Each shift 1%	100% Inspection	Correct deficiencies to standard on Contractor's account. Contractor liable for property damage, missed bookings, detention charges, and any additional cost incurred by the Government.
5.7.2. Unload Land Transport	All cargo unloaded with no damages	Each shift1%	100% Inspection	Liable for actual damages
5.7. Discharging Ops	IAW DOD Reg. 4500-9R (DTR), CFR 49, IMO Regs	Each shift1%	100% Inspection	Correct tasks to standard on Contractor's account. Contractor liable for property damage, missed bookings, detention charges, and any additional cost incurred by the Government.

Required Service	Performance Standards	Performance Threshold	Method of Surveillance	Deduction/ Directed Action
5.6.3 Load Land Transport	All cargo unloaded with no Damages.	Each shift1%	100% Inspection	Liable for actual damages
5.8. Misshipment of Cargo	All cargo shipped to correct POD/consignee	Each shift1%	Government review of traffic message/ DISREP	Reimburse Government all costs incurred to correct mis-shipment. Require Contractors explanation and planned corrective action.
5.9. Handling Explosives/Hazardous Cargo	All applicable laws in receiving, handling, warehousing, documenting, loading and stowing of hazardous cargo	No deviation	Random sampling, notice of non compliance from carriers, enforcement agencies	Direct immediate corrective action with explanation required. Contractor liable for property damage, personal injury, and/or fine or penalty assessed IAW any law or regulation.
5.10. (Un-)Stuffing.	Cargo (un)stuffed with no damages IAW DTR	All cargo	100% inspection	Contractor to report any damage, broken/missing seal to carriers to the COR.
5.11. Cargo Transfer	Cargo transferred within the port area with no damages	All cargo	100% inspection	Contractor is liable for all caused damages
4.5. Fixed Unit Price Services/Facilities/Equipment	DOD Reg 4146.91 -R-1 AR190-11, AR 190-13, AR 190-50	Each week number of deviation	100% inspection	Require immediate correction of deficiency at Contractor's expenses. If deficiency cannot be corrected within 24 hours, the effected cargo shall be moved and stored at another facility at the contractor's expense.
1.6.1 and 4.5.1.1.	Contractor must ensure US	100% All cargo	100% Inspection	Re-perform tasks to standard on Contractor's account. Contractor liable

Required Service	Performance Standards	Performance Threshold	Method of Surveillance	Deduction/ Directed Action
Staging and Marshalling Yard Management	Military cargo is manage in yards IAW Gov't provided ICODES and Vessel stow Plans			for property damage, missed bookings, detention charges, and any additional cost incurred by the Government
5.12. Tallying/Checking	Contractor shall maintain 100% accountability of all cargo	Each shift	100% Inspection	\$25 for each tally report not submitted at end of working day. Damages/ shortages will be entered in the tally report. Copy submitted to COR.
5.14. Reports and Documents	Reports shall be 100% legible and in the correct amount of copies.	Each shift	Planned sampling	Re-performance on Contractor's account. Any detention/ demurrage based on failure to comply with documentation requirements will be on Contractor's account.
5.15 Extra Labor/Carpenter Work	Contractor must ensure that carpenters / extra labor personnel are qualified to perform requested tasks.	Each Service	Planned sampling	Contractor liable for damages to property/facilities incurred as a result of inappropriate actions of extra labor personnel/carpenters. Correcting deficiencies on Contractor's account.
1.3 Personnel	Contractor must ensure all drivers are trained and certified to operate US Gov't sponsored equipment	Each Shift	Random sampling	Contractor liable for damages to property/facilities incurred as a result of inappropriate actions of driver/ personnel. Re-performance on Contractor's account
5.16. Dunnage and Lashing Material	Contractor shall maintain 100% accountability of Government furnished Contractor's provided dunnage. Dunnage and Lashing shall be maintained and stored to preclude damage. An inventory shall be prepared for each cargo	Each shift No deviation	Planned sampling	Loss of Customs Forms or other action, which cause regeneration of documents, will be on Contractor's account.

Required Service	Performance Standards	Performance Threshold	Method of Surveillance	Deduction/ Directed Action
5.21. and 5.22. Detention and Waiting Time	Contractor shall make all efforts to avoid detention / waiting time. All work stoppage shall be documented on Contractor's time sheets and verified by COR.	Each shift No deviation	100% Inspection	Detention/waiting time not documented on Contractor's timesheets will be on Contractor's account.
5.23. Customs Related Services	Contractor shall ensure cargo is cleared in an expeditious manner	Each vessel No deviation	100% Inspection	Loss of Customs Forms or other action, which cause re-generation of documents, will be on Contractor's account.
5.28. Demurrage	Load/unload barges/ coasters and trucks will be performed within the free time allowed by applicable tariff, tender, or contract.	Each vessel No deviation bills from carriers	Planned Sampling	Contractor liable for demurrage costs unless written notice by Government

Technical Exhibit 2

Cargo Damage Report

DEPARTMENT OF THE ARMY MILITARY SURFACE DEPLOYMENT AND DISTRIBUTION COMMAND 831st TRANSPORTATION BATTALION APO AE 09834 SDKU-MBH DATE: CARGO DAMAGE REPORT REFERENCE:

Vessel's Name and Voyage Number (if applicable)

This is to acknowledge and agreed by the undersigned, acting in his capacity as the authorized representative of: Name of Contractor

That the lost or damage to the items(s) described below occurred on or about:

Time and Date Port of Berth

Give Description (identification), number of items lost or damage including nature of extent of damage or lost.

Quantity Item(s) Identification #

Circumstances surrounding the damage or loss and extent of damage:

Print Name Signature of Contractor

(Authorized Representative)

Witnessed:

Print Name and Signature

(Contracting Officer's Representative)

Appendix A

Applicable Documents

FEDERAL AND DEPARTMENT OF DEFENSE REGULATIONS

Code of Federal Regulations, 29 CFR, Labor, Part 4, Labor Standards for Federal Service Contracts, 27 October 1983

Code of Federal Regulations, 29 CFR, Labor, Part 1910, Occupational Safety & Health, 1 July 2002

Code of Federal Regulations, 29 CFR, Labor, Part 1917, Marine Terminals

Code of Federal Regulations, 29 CFR, Labor, Part 1918, Safety and Health Regulation for Long shoring, 1 July 2002

Code of Federal Regulations, 46 CFR, Shipping. Part 146

Code of Federal Regulations, 49 CFR, Transportation

Federal Acquisition Regulation (FAR), Volume I, Parts 1 to 51, September 2001

Federal Acquisition Regulation (FAR), Volume II, Parts 52, 53, & Index, September 2001

Defense Federal Acquisition Regulation Supplement (DFARS), 17 August 1998

Department of Defense Instruction (DoDI) 3020.41.

DoD Regulation 4145.19-R-1, Storage and Materials Handling, 19 September 1979

DoD Regulation 4160.21-M, Defense Utilization and Disposal Manual

DoD Regulation 4500.9-R, Defense Transportation Regulation

DoD Regulation 4500.9-R, Defense Transportation Regulation 2003

DoD Regulation 5100.76M, Physical Security of Sensitive Conventional Arms, Ammunition and Explosives, 12 August 2000

DoD Regulation 5100.78-D, U.S. Port Security Program

DoD Regulation 5200.1-R, Information Security Program Regulation

DoD Regulation 6050.5-M, Hazardous Materials Information System

DoD Instruction 6055.4, DoD Traffic Safety Program, 20 July 1999

DoD Instruction 6055.9, STD Ammunition and Explosives Safety Standards

ARMED SERVICES REGULATIONS

Army Federal Acquisition Regulation Supplement (AFARS), October 2001

AR 40-5, Preventive Medicine

AR 55-1, CONEX/MILVAN Equipment Control Utilization & Reporting

AR 55-38, Reporting of Transportation Discrepancies in Shipment

AR 55-359, Terminal Facilities Guide, United States Air Force

AR 55-365, Terminal Facilities Guide, Commercial Contractors

AR 190-11, Physical Security of Arms, Ammunition, and Explosives

AR 190-13, The Army Physical Security Program

AR 190-22, Military Police: Searches, Seizures, and Disposition of Property

AR 190-29, Misdemeanors and Uniform Violation Notices Referred to U.S. Magistrate or District Courts

AR 190-40, Serious Incident Report

AR 190-51, Security of Unclassified Army Property (Sensitive and Non-sensitive), 30 September 1993

AR 200-1, Environmental Protection and Enhancement

AR 210-10, Administration

AR 220-1, Unit Readiness

AR 380-5, Department of the Army Information Security Program

AR 380-20, Restricted Areas

AR 385-1 Protective Clothing and Equipment

AR 385-4, Hazardous Materials Movement Program

AR 385-10, The Army Safety Program, 29 February 2000

AR 385-11, Ionizing Radiation Protection

AR 385-32, Protective Clothing and Equipment

AR 385-40, Accident Reporting and Records

AR 385-55, Prevention of Motor Vehicle Accidents

AR 385-64, Ammunition and Explosive Safety Standards

AR 420-90, Fire Prevention and Protection

AR 600-55, The Army Driver and Operator Standardization Program (Selection, Training, Testing, and Licensing), 31 December 1993

AR 700-141, Hazardous Material Information System

AR 735-5, Policies and Procedures for Property Accountability, 10 June 2002

DA Pamphlet 385-64, Ammunition and Explosive Safety Standards

Defense Federal Acquisition Regulation Supplement (DFARS) 252.225-7040 (c)(1)(i).

FM 3-100.21, Theater Anti-Terrorism/Force Protection

International Maritime Dangerous Goods Code

SDDC 37-1. Financial Codes

SDDC Regulation 37-10, Financial Management-Contract Pay, 1 May 1989

SDDC Regulation 55-38, Loss and Damage Reporting and Analysis System

SDDC Regulation 56-69, Terminal Operations, 5 Aug 1989 w/ch 3, 22 Nov 1995

SDDC Regulation 190-1, SDDC Security Program

SDDC Regulation 715-1, SDDC Procurement Instructions.

PUBLICATIONS

JP 3-11, "Joint Doctrine for NBC Defense"

FM 3-11.34, "Multi-Service Doctrine for the NBC Defense of Fixed Sites, Airports and Seaports"

International Maritime Organization (IMO) Dangerous Goods Code (IMDGC) Regulations, Books 1 thru 5

NFPA 30, National Fire Protection Association - Flammable and Combustible Liquids Code

FC 55-50, Fast Sealift Ship User's Manual

FM 19-30, Physical Security

FM 55-21, Railway Operating and Safety Rules, July 1989

FM 55-65, Preparation of Unit for Movement Overseas by Surface Transportation

LOGMARS SOP, from MOTCO TMS

MIL-Handbook-138A, Container Inspection Handbook for Commercial and Military Intermodal Containers

MIL-STD-1916, DoD Test Method Standard for DoD Preferred Methods For Acceptance of Product

MIL-STD 105-E w/ch 2, Sampling Tables and Procedures for Inspection by Attribute

MIL-STD-129H, Marking for Shipment and Storage of Military Property

SDDC NBC Defense Plan

SDDC TEA Pamphlet 55-19, Fifth Edition - Tie down Handbook for Rail Movements

SDDC TEA Pamphlet 55-20, Third Edition, Tie down Handbook for Truck Movements

SDDC TEA Pamphlet 55-21, Third Edition, Lifting And Tie down of Helicopters

SDDC TEA Pamphlet 55-24, Second Edition, Vehicle Preparation Handbook For Fixed Wing Air Movements

SDDC TEA Reference 96-55-23, Containerization of Military Vehicles, September 1997

SDDC TEA Reference 97-55-22 -Second Edition - Marine Lifting And Lashing Handbook, October 1996

SDDCEA PAM 37-1, Financial Administration

TB-43-0142, Inspection/Testing of Lifting Devices

TB 55-46-1, Standard Characteristics for Transportability of Military Vehicles

TM 38-410, Storage and Handling of Hazardous Materials.

TM 55-607, Loading and storage of Military Ammunition and Explosives Aboard Break-bulk Merchant Ships

TM 55-1520-238-S, Preparation for Shipment for Army AH-64A Helicopter, 30 September 1990

TM-55-2220-058-14, Transportability Guidance Transport of Cargo on the Railcar, Flat, 140-Ton-Capacity, 9 January 1987

FORMS

MOTCO Form 1, COFC Container-to-rail load Card

DD Form 250, Material Inspection and Receiving Report

DD Form 577, Signature Card

DD Form 1384-2, Transportation Control and Movement Document (TCMD)

DD Form 1864, Vehicle Key Tag

DD Form 2271, Decontamination Tag

SF 361, Transportation Discrepancy Report DA

Form 285, Accident Report (AR 385-40) DA

Form 3161, Request for Issue and Turn-In DA

Form 5479-R, Contract Discrepancy Report MT

Form 191-R, Dangerous Cargo Manifest MT

Form 192-R, Vessel Manifest

MT Form 225-R, Dangerous Cargo Load List (SDDCR 56-69)

MT Form 239-R, Frustrate Cargo - Hold for TCMD

MT Form 288, Stevedoring Activity Log Sheet (SDDC 37-10)

MT Form 290, Service Authorization

MT Form 375-R, Unit Equipment List

MT Form 768, Ship Checkers Rough Hatch Log

OF 346, U.S. Government Motor Vehicle Operators Identification Card (AR 600-55)

DD Form 626, Motor Vehicle Inspection

DA Form 2404, Equipment Inspection and Maintenance Worksheet

Appendix B

Glossary of Terms

Arc - see Explosive Arc

<u>"A" Framing</u> - Constructing and placing of lumber in an "A" configuration to support the forward end of two-wheeled trailers. Used in addition to normal blocking and bracing.

<u>Acid/Label Box</u> - Containers fabricated on a deck to specific measurements and generally consisting of a floor, sides, and cover. Other types of containers are constructed without a floor, and the sides are random, conforming to the cargo face, and may have a random cover accommodating lashing.

Aged Cargo Report - Cargo data printout showing the time-in-terminal of shipments on hand.

Agents - Includes subcontractors or other persons engaged by the Contractor to perform work or service under this contract.

<u>Alert Message</u> - An electrical communication prepared and transmitted by a terminal commander to aid in resolving an inventory discrepancy.

Amidships - In the center of a vessel. The section halfway between the stem and stern.

Amidships Guy - Single line or cable secured to the heads of two booms to pull them inboard.

Astern - To the rear of or behind the vessel.

<u>Astray Freight</u> - Shipments or portions of shipments found in carriers' possession or delivered to a Government installation for which billing (waybill, freight bill, etc.) is not available.

Athwart Ship - Across the vessel. From side to side; at right angles to the keel.

<u>Backyard Labor</u> - Labor-performing operations, other than those performed by Deep Sea labor, in accordance with applicable collective bargaining agreements.

Bail - Triangular plate of steel used to connect the bull chain, bull lines, and single topping lift.

 \underline{Barge} - Floating craft of full body and heavy construction, designed to carry cargo.

Batten Cleats (Hatch Cleats) - Right-angle brackets welded to the hatch coaming to securing battens.

Battens - Cross strips of iron or wood placed across the square of a closed hatch to hold tarps and hatch covers.

Battens, Hatch - Thin steel bars fitted tight against the hatch coaming to hold the hatch cover or tarpaulin in place.

<u>Battens, Sweat (Cargo)</u> - Long planks in the hold or between decks, secured to the side of the ship to protect cargo from sweat and rust.

Beam - Maximum width of a vessel.

Beam, Hatch - Steel or wooden beam which supports hatch covers.

Beam Sockets - Fittings in the coaming for hatch beams, into which flanges on the beam ends fit.

Belay - To wind or make turns with a running line around a belaying pin or cleat to hold secure, make fast, or stop.

Bight - Primarily the bend or loop in a rope.

<u>Bilge</u> - Rounded portion of a vessel's shell, which connects the bottom with the sides. The space in the lower part of a ship's hold where wastewater collects. Also the part of a barrel at its greatest diameter.

Bitts - Heavy device with bed, plate, and two iron posts on which mooring lines are fastened to secure the ship.

<u>Block</u> - Metal or wooden frame or shell containing one or more pulleys or sheaves, generally set side by side and turning freely on the same pin.

<u>Blocking</u> - Placing timbers or blocks next to the sides and ends of vehicles, heavy lifts, and other cargo to prevent horizontal movement. Blocking must be braced to be effective.

Bollard - Short metal post on a wharf or pier, used for securing the lines of a vessel.

<u>Bomb Cart</u> - Modified trailer such that two TEUs can be loaded from a container crane spreader; additional corner wings to assist alignment of container corner fittings onto locking bayonet style locks, which only release for a straight up pull on the container for discharge from the trailer.

Booking - The reservation of ocean transportation space on a vessel.

<u>Boom Table</u> - Outrigger or shelf built around a mast or kingpost to support the pivots of a number of booms.

<u>Bottom</u> - Underwater part of the hull, extending from the keel to the curved portion of the vessel's sides.

<u>Bottom Cargo</u> - (Weight Cargo) - Cargo that is heavy in proportion to its size. Examples are tanks, machinery, and metal plates.

<u>Bracing</u> - Strengthening an item by supporting it in a horizontal direction.

<u>Break-bulk Cargo</u> - Packaged products that can be unitized into larger parcels and assembled together, for example, on pallet boards bound by wire, or gathered up in rope cargo slings as a means of lifting on and off a vessel.

<u>Bridging</u> - Build decking, including blocking and bracing when required, over void spaces, and generally over products (i.e., reinforcing bars, steel plates, steel rods, etc.).

Bridle - Span of line or chain, so fastened at the ends that another line or chain may be attached to its middle or bight.

Broken Stowage - Lost or unfilled space in a vessel's hold.

<u>Bulkheads/Partitions</u> - Use of vertical partitions to keep cargo from shifting or to keep it away from hot bulkheads. Generally used behind solid fencing and in conjunction therewith.

<u>Bull Chain</u> - Heavy chain on a single topping lift, used to hold the boom in a vertical working position.

- Also, a substantial chain secured at each end to a vessel's hold, run across a deck to which cargo can be lashed in place; normally installed when insufficient deck lashing points are available on deck to secure cargo in stow.

Bull Line - Line used to top or lower a boom rigged with a single topping lift.

<u>Bulwark</u> - A short, solid continuation of the vessel's side plating above the edge of an exposed deck, providing protection from the sea and preventing the loss of material or personnel.

Bunker - Hull compartment used for the stowage of coal or fuel oil.

<u>Burton</u> - Tackle used for various purposes, as for hoisting rigging aloft. Also the outboard boom and fall.

<u>Cantline</u> - Recess caused by the curvature of cylinders stowed one against the other.

 $\underline{Capstan} \text{ - Vertical revolving drum, spool-shaped, generally used for heaving or towing or mooring lines.}$

 $\underline{Cargo} \text{ -} Material moving within the Defense Transportation System.}$

<u>Cargo Assembly Area</u> - That area conforming to the standard of 250 feet from bow or stern of the ship, and 500 feet inland.

<u>Cargo And Billing System</u> - A software by which SDDC pays transportation providers, to include Stevedoring companies. Contractors have remote access to a relational database, wherein DTS cargo movement data is converted into financial data. The system consists of a client/server environment (database server, Web server and Personal Computers for workstations) with a World-wide Web accessible database.

Cargo Boom - Span extending from a mast or kingpost to handle cargo.

Cargo Hook - Heavy steel hook secured to the end of the cargo runners and used to hoist drafts of cargo.

Cargo Runner - Rope or cable used to draw up or lower cargo draft.

<u>Cargo Status "N"</u> - A Shipment Unit (SU) identified as being a TID will be assigned a status code "N" to identify a shipment that could not be located during pier or warehouse inventory (denotes it is non-shippable) and will undergo intensive research to locate.

<u>Cargo Status "W"</u> - A Shipment Unit (SU) identified as an "N" status TID, upon termination of all research, will be placed in Cargo Status "W" to indicate a report of survey has been initiated.

<u>Cargo Status "Y"</u> - A shipment identified as being a Terminal Inventory Discrepancy (TID) is assigned status code "Y" to indicate that it could not be located during a warehouse inventory or at the time it was to be loaded and that extensive research will be undertaken to locate it.

<u>Cargo Transporter</u> - Includes all reusable shipping containers (except those used exclusively for household goods) such as: CONEX, Navy Shipping Containers, Seavans, MILVANs, aircraft engine cans, etc. In the Schedule of Rates, Section B of the S&RTS contract, cargo transporters are only ISO ocean containers. Cargo transporter includes Flatracks when used to transport cargo.

<u>Cathead</u> - Outside spool on a winch, used in handling hauling lines and in topping and lowering booms.

Catwalk - Footwalk, constructed around and over obstructions, for the convenience of the crew.

Ceiling Planks - Planking fitted on top of the floor or double bottom in the cargo hold.

<u>Centerline</u> - Imaginary fore-and-aft line extending from the bow to the stern through the center of the vessel.

<u>Checking or Clerking</u> - The act of counting, tallying, or checking cargo against appropriate documents.

Chock - Deck fitting through which mooring lines are passed; To block the cargo in stow with dunnage.

<u>Class</u> – International system of hazard classification used by DOD; of the nine hazard classes; two (Classes 1 & 6) contain most ammunition and explosive items. MOTCO deals primarily with Class 1 items.

<u>Classified</u> - Official information or matter in any form or of any nature which requires protection in the interest of national security

<u>Classified Shipment</u> - Official information or matter in any form, or any nature which requires protection in the interest of national security.

<u>Cleat</u> - Wood or metal fitting with two projecting horns to which a line is secured.

<u>Coaming</u> - Sidewall of the hatch that projects above the deck around the perimeter of the hatch.

<u>Common-User Ocean Terminals</u> - A military installation, part of a military installation, or a commercial facility operated under a contract or arrangement of the Military Surface Deployment and Distribution Command (SDDC), which regularly provides for two or more shipper services terminal functions of receipt, transit storage or staging, processing, loading, and unloading of passenger or cargo ships.

<u>Compatibility Group</u> – Ammunition and explosive items are assigned to one of 13 compatibility groups; a one position capital alpha character identifies each of these groups and appears immediately after the Hazard Class and Division hazardous material designators, as listed in DAP 385-64, Nov '97, w/change 1.

<u>Consignee</u> - The person or company that merchandise or cargo is forwarded to.

Consignor - The person or company that sends merchandise or cargo to another party.

 $\underline{\text{Containers}}$ - Cargo containers including military vans (MILVANS) and commercial containers 20 feet in length and greater.

<u>Container Bridge Crane</u> - The rail mounted container crane used to transfer containers to and from railroad cars, trucks, and container chassis, as applicable.

Container Chassis - The trailer used to carry and transport containers.

<u>Container Crane</u> - The rail mounted pier crane used to load and discharge containers to and from railroad cars, trucks, and container chassis.

Container Handler - Forklift or other similar device used to handle and transfer containers.

<u>Container Holding Pads</u> - An in transit, hard-surfaced container holding area, adjacent to a wharf. In an ammo operation, the area is revetted.

<u>Contingency Operations</u> - Deployment of Armed Forces and equipment during a Defense need (such as a National Emergency)

<u>Contingency Labor Operations</u> - Support the deployment of DoD Armed Forces, assuring agreements are in place to supply _____ supplemental labor capacity when the local labor pool is exhausted.

<u>Contracting Officer</u> - The person executing a contract on behalf of the Government, and any other military or civilian employee who is properly designated Contracting Officer. The term includes the authorized representative of a Contracting Officer acting within the limits of his authority.

<u>Contractor Furnished Equipment</u> - Equipment provided by the contractor for the purposes of conducting work.

<u>Controlled Cargo</u> - Items, which require additional control and security as prescribed in various regulations and statutes. Controlled items include money, negotiable instruments, narcotics, registered mail, precious metal alloys, ethyl alcohol, and drug abuse items.

<u>Coopering</u> - The act of making or repairing shipping pallets, boxes, or other shipping containers and reloading with cargo.

<u>Cradle</u> - Rest to support a boom in a horizontal position.

<u>Cribbing</u> - Built up structure of dunnage filling an empty space and supporting and securing cargo.

Critical - affecting mission success or failure

<u>Cube</u> - The space occupied by the measurements of length multiplied by width multiplied by height.

<u>Defect</u> - an error in executing a requirement, resulting in additional effort and/or cost(s).

<u>Delivery Receipt</u> - The document that shows proof of the physical and legal transfer of a shipment from consignor to carrier, between carriers, and from carrier to consignee.

<u>Demurrage</u> - A charge made on conveyances (vessels, trucks) held by or for a consignor or consignee beyond the allowable free time for loading or unloading, for forwarding directions, or for any other purpose.

<u>Detention</u> - A charge made on trucks or cargo transporters held by or for a consignor or consignee beyond the allowable free time for loading or unloading, for forwarding directions, or for any other purpose.

<u>Direct Procurement Method</u> - The movement of household goods where the government provides all services and transportation to or from CONUS and overseas residences, including ocean transportation and terminal services, between the ports of embarkation and debarkation.

<u>Division</u> - Numerical designator within Hazard Class/ Division explosive coding that indicates the character and predominance of associated hazards and the potential for causing personnel casualties and property damage.

<u>Documented and Verified (DoVe) Cargo</u> - Cargo which has been receipted into the port, requires no maintenance prior to shipping, and after scanning has been verified to be in the host computer.

<u>Documenting</u> - Preparing or annotating documents that evidence or effect the receipt, shipment, or ownership of goods.

<u>DoD Components</u> - For the purpose of this regulation, DoD components include the Office of the Secretary of Defense, the Organization of the Joint Chiefs of Staff, the Unified and Specified Commands, the Military Departments, the Military Services, and the Defense Agencies.

<u>Deckload</u> - Cargo stowed on the weather deck of a vessel.

<u>Deep Sea Labor</u> - Labor performing pier side or container operations in accordance with applicable collective bargaining agreements.

<u>Deep Tanks</u> - Tanks located on a vessel's lower holds. They take up only a portion of a hold and may carry water ballast or dry cargo. See double-bottom tanks.

<u>Detention Time</u> - (Sometimes referred to as Standby Time or Waiting Time) is the time lost as a result of a stoppage, or inability to start due to causes beyond the control and without the fault or negligence of the Contractor's, including but not limited to, a breakdown of the ship's equipment or Government furnished gear, inclement weather, non-arrival of ship, non-readiness of the ship, non-arrival of cargo, or non-availability of equipment to be furnished by the Government.

Direct Labor - All of the categories of labor provided for in the man-hour rate schedule of the order.

<u>Double-bottom Tanks</u> - Watertight spaces between the bottom plating, the tank top, and the margin plates. The tanks may contain water ballast, fuel oil, boiler-feed water, or drinking water. See Deep tanks.

<u>Draft</u> - Single sling load of cargo.

<u>Draft, Vessel Air Draft</u> – The height of a vessel measured from the waterline to the highest point in the ship, often used to access if a ship will clear freely under a bridge or the lowest point of any other elevated object crossing over a navigational waterway.

<u>Draft, Vessel</u> - Depth of a vessel below the waterline, measured vertically to the lowest part of the hull, the bottom of the keel, propellers, or other reference points.

<u>Drag</u> - Difference between bow and stern draft when the stern is in the water deeper than the bow.

<u>Dragline</u> - Guide rope with blocks or blocks and tackle, with ship's gear, to pull cargo out of the wings or sides into the square of a hatch and from the square to the wings.

<u>Drayage</u> - The movement of cargo or a cargo transporter by highway or railroad between locations within the modified commercial zone of a city.

Drop-in-Cargo - Cargo that was not pre-lodged.

<u>Drum</u> - Cylinder on a winch around which a wire rope or line is wound. Also a container for fluid cargo, especially bulk petroleum.

<u>Dunnage</u> - Cordwood, planks, or other material used solely to protect goods stowed on a vessel.

Eye Splice - Loop spliced in the end of a rope.

Expected Receipt List - A listing containing data for cargo which has been pre-lodged for receipt at the terminal.

<u>Explosive Arc</u> – the circular distance from an explosive item that gives an increased certainty of limiting damages should the explosive detonate; can be computed for any number of damage risk factors.

<u>Fairlead</u> - Fitting or device used in preserving the direction of a line, chain, or wire so that it may be delivered fairly, or on a straight lead to the sheave, drum, etc.

<u>Fall</u> - By common usage, the entire length of rope used in a tackle, through strict usage would limit its application to the end to which power is applied.

Fast - Made firm. Secure.

Filler Cargo - Small packages or other suitable cargo used to fill in what would otherwise be broken stowage.

Flange - Turned edge of a shape or girder, which acts to resist bending strain.

<u>Flat Rack (Platform Container)</u> - A container with four ISO corner fittings without waterproof sides or top. Includes platforms that have no sides or ends, and flat racks with rigid or collapsible ends.

<u>Floor</u> - Plates placed vertically in the double bottom of a vessel, usually on every frame and running athwart ship.

<u>Flooring Off</u> - Dunnaging cargo between tiers. Stowing bottom layers.

Fore (Forward) - Direction toward the bow or front. From the amidships section to the bow.

Fore and Aft - Parallel with the vessel's keel. Fore-and aft stringer or girder.

Frame - Rib of a vessel.

<u>Free Time</u> - The amounts of time allowed by a carrier to load or unload cargo, or provide disposition instructions, before demurrage or detention charges accrue.

<u>Fringe Benefits</u> - Employee union and employer association assessments that accrue to the benefit of the individual employee in addition to his hourly rate of pay, for such things as vacation, retirement, medical care, etc.

<u>Frustrated Cargo</u> - Cargo which is incorrectly marked or documented, requires maintenance, is being diverted, or for some other reason requires action before it can be shipped.

Gantline - Rope rove through a block at the masthead for temporary use in rigging and unrigging.

<u>General Cargo</u> - Cargo other than household goods, hazardous materials, and vehicles.

Gooseneck - Joint that connects the heel of a boom with a mast or mast table.

<u>Government Furnished Equipment</u> - The equipment, facilities, and supplies to be furnished by the Government for contractor use during the performance of this contract

<u>Gradeability</u> - Ability of a vehicle to go up a slope while carrying the payload for which it is designed and with its transmission in the lowest forward gear, usually stated in terms relating vertical rise to horizontal distance.

<u>Guy</u> - Line or cable to steady or swing a boom or spar.

Guy Pendant - Single wire with eyes in both ends for attaching them to the tackle and to a fitting on the boom, deck, or side.

Gypsy - Outside spool or drum end of a winch or windlass, usually fitted with ridges for heaving in mooring lines.

Hatch - Opening in a deck which gives access to a cargo hold.

Hatch Battens - See Battens, Hatch.

Hatch Beams - See Beam, Hatch.

Hatch Boom - Boom spotted over a ship's hatch in cargo work.

<u>Hatch Cover</u> - Cover on top of an opening in the deck of a vessel, fitted into recesses in the coaming and resting on the beams.

Hatch Wedge - Small wedges of wood, driven between cleat and batten to secure tarpaulin.

<u>Hauling Part</u> - Part of a rope in a tackle, which is hauled upon.

<u>Hazardous and/or Dangerous Material</u> - Material consisting of explosives, flammable substances, toxic chemicals, sources of ionizing radiation of radiant energy, oxidizing material, or corrosive material which, because of its nature, is dangerous to store or handle. Dangerous material is any material specified by the Interstate Commerce Commission,

Federal Aviation Agency, U. S Coast Guard, U. S, Agriculture Department, U. S. Public Health Service, and federal or military documents which, under conditions incident to transportation, is liable to cause fires, create serious damage by chemical action, or create a serious transportation hazard. It includes explosives, flammables, corrosives, combustibles, oxidizing material, poisons, compressed gasses, toxics, unduly magnetic material, biologicals and radiologicals, pests and diseases, and substances associated therewith presenting real or potential hazards to life and property.

<u>Head block</u> - One shackled to the head of the boom through which the cargo runner leads.

<u>Heavy Lift Equipment</u> - Material handling equipment, dock and floating cranes capable of lifting in excess of five long tons (11,200 pounds).

Heal Block - One located near the heel of the boom through which the cargo runner leads.

<u>Hold</u> - Space below decks used for stowing cargo. More specifically, a space between the lowest deck and the bottom of the ship or tank tops.

Hold Cargo - Cargo that, for any reason, (damage, awaiting disposition instructions, etc.) is in a non-shippable status.

<u>Integrated Booking System (IBS)</u> - Provides a single, worldwide, automated booking system to support peacetime and wartime movement of unit and sustainment cargo, in an efficient and timely manner. IBS also supports SDDC business practices by automating the booking process between DOD shippers and ocean carriers.

<u>Integrated Computerized Deployment System (ICODES)</u> - A computer based automated stow planning system that assists in loading unit equipment and other types of cargo on vessels.

Inboard - From the sides to the centerline of a vessel.

Inland Cargo Conveyance - As used herein means truck, barge, railcar or watercraft, except ocean-going ships.

<u>ISO Shelter</u> - Cargo transporter that has been modified or converted to be utilized as a communications shelter, tool or maintenance kit, unit support van, or mobile command post, etc.

Julian Date - A four digit number indicating the year and date, e.g., 9128 would indicate May 8, 1999.

<u>Job Bag</u> - An individually numbered envelope or folder containing ERLs, TCMDs, source documents, etc., that are batched together for use when receiving shipments from a single conveyance.

<u>Jumbo Boom</u> - Heavy-lift boom capable of handling up to 240 tons.

<u>Kingpost</u> - Vertical spars, usually steel, stepped in pairs, one on each side of the centerline of the ship, supporting cargo booms.

<u>Lashing</u> - Fastening made by passing a rope, cord, or the like around an object or objects to prevent movement in a direction horizontal to the decks.

<u>Lighter</u> - Barge or flat-bottom vessel used to carry cargo from one point to another in a harbor, usually decked over, either roofed or unroofed, and usually not self-propelled.

<u>Lightering</u> - Act of transporting cargoes from ship to shore via a lighter vessel.

<u>Line</u> - Term given to fiber or wire rope.

<u>Link Band</u> - Band fitted around the head of a cargo boom into which is shackled the topping lift, head block and boom guys.

<u>List</u> - Inclination of a vessel to one side from the vertical along its longitudinal axis.

Loading - Placing cargo into or onto vessels, railcars, trucks, dromedary boxes or trailers for transport.

<u>Loading Plan</u> - Stowage diagram of cargo in a vessel.

<u>Long Ton</u> - Sometimes referred to as "weight ton", "long ton", or "LT", means a weight of 2,240 pounds.

Longshoreman - Usually applied to men employed in the handling of cargo in vessels when loading or unloading.

<u>Loss</u> - The act of losing or failing to maintain possession of an item.

Machine Floor - A lumber floor constructed to allow cargo to be stowed by the use of MHE.

MAFI - A RO/RO trainer that is 20/40/60 feet in length for handling breakbulk, outsized or deadlined cargo on and off a vessel.

Magazine - A storeroom in a ship used for storing explosives and ammunition.

<u>Marking</u> - Numbers, nomenclature, or symbols placed on items or containers for identification during handling, transport, or storage.

<u>Materiel-Handling Equipment</u> - Mechanical devices for handling of cargo and other items with greater ease and economy, e.g., a forklift.

Mean Lower Low Water – Some tributaries normally have semi-diurnal (twice a day) full tidal sequences the majority of days. As such, there are usually two different tidal highs and lows the majority of days. The average of the lower of the two low tides constitutes Mean Lower Low Water and is used as the depth datum reference for the listed depths on all the local navigational charts.

Measurement Ton - A volume of 40 cubic feet, frequently abbreviated as "MT".

Metric Ton - 1000 kilograms (2406.8 lbs avoirdupois)

<u>Military Surface Deployment and Distribution Command (SDDC)</u> - The single manager operating agency for military traffic, land transportation, and common user ocean terminals.

<u>Minimum Time</u> - The time, in addition to the period actually worked, for which the Contractor is required to pay his employees to comply with the minimum time requirements of collective bargaining agreements under which the Contractor is obliged to compensate his employees.

<u>Minimizing Hazardous Exposure</u> – Limiting the number of people to perform a mission with hazardous materials to no more than the minimum number necessary to safely perform the work requirement.

<u>Minor Repairs and Markings</u> - Nailing, patching, caulking, banding, replacing, or tightening bolts, taping, re-labeling, obliterating existing markings, stenciling, or otherwise marking shipping containers.

<u>Mis-Shipment</u> - The routing or shipment of freight or cargo by the Contractor to a destination other than that designated on the accompanying documents or markings on the cargo which will necessitate and result in a transshipment of the cargo to be effected by the Command to its proper destination.

<u>Mousing</u> - Yard or small rope or wire seized across the mouth of a hook to prevent slings from slipping off and to aid in preventing stretching of the hook.

<u>Multiple Topping Lift</u> - One made of a tackle system with one block shackled to the head boom, one to the mast, and one to the hauling part.

<u>Nested/De-Nested Cargo</u> - Cargo that fits or stacks on itself, conserving space, such as pails stacked inside other pails; or cargo loaded inside vehicles, such as cargo loaded by a shipper or SDDC in the bed of a trailer.

Net Explosive Weight - Amount of explosive contained in (pounds/kilograms) a munition or munition shipment unit.

<u>Ocean Cargo Clearance Authority</u> - An element of SDDC which accomplishes cargo booking, contract administration, surface passenger booking, and export/import surface traffic management functions for cargo moving in the DTS.

Onboard - On or in a vessel.

<u>Out-of-pocket Costs</u> - Expenses paid out-of-pocket by the Contractor for which the Government compensates the Contractor, upon the approval of the ACO. Expenses may be paid out-of-pocket for the furnishing of equipment, materials, supplies or services (e.g., floating crane, other special equipment, lumber, reimbursable 3rd party services) that are required on an exception basis to complete work required by the Government that the Government throughout

the contract's statement of work has required or nor indicated intent to furnish. In addition to reimbursement for actual cost, the contractor shall be reimbursed for any transportation expense associated with the furnishing of materials, equipment, supplies or services compensated under the out of pocket provision.

Outboard - Away from the centerline, or at either side of a vessel.

Outboard Boom - Boom spotted over the pier lighter.

Outboard Guy - Cable or wire that pulls a boom outboard.

Overage - An inventory discrepancy in which a shipment or more pieces of cargo for a shipment, are on hand than the Terminal Inventory indicates, or a shipment or more pieces of cargo are received than accounted for in the shipping papers.

<u>Pad Eye</u> - Fitting attached to a deck or flooring, having an integral base plate and an eye to which lashings and guys may be secured.

<u>Peavy</u> - Tool for handling wooden material, especially adapted for rolling or turning poles.

<u>Performance Requirements Summary</u> - The listing of critical performance indicators, standards, and acceptable quality levels used in evaluating the contractor's performance.

Pier - Wharf running at an angle with the shoreline that provides berthing spaces on both sides for ships.

<u>Pilferable Cargo</u> - Items which are vulnerable to theft because of their ready resale potential. Pilferable items include cigarettes, alcoholic beverages, cameras, electronic equipment, etc.

<u>Plumb</u> - Weight of lead attached to a string, used to indicate a vertical direction.

Port Side - Left side of a vessel looking forward toward the bow or stem.

Portable Bar Code Reader - A piece of portable equipment used to automatically read LOGMARS labels.

<u>Pre-Lodge</u> - A feature of the Defense Transportation System whereby a transshipping activity is provided advance cargo documentation from within the system and carriers are required to give notification of cargo arrival for scheduling purposes.

Preventer - Auxiliary rope, spar, chain wire, or bolt to relieve an unusual strain and give additional security.

<u>Protected Cargo</u> - Those items designated as having characteristics which require that they be identified, accounted for, secured, segregated, or handled in a special manner to ensure their safeguard or integrity. Protected cargo is subdivided into controlled, pilferable and sensitive cargo.

<u>Quality Control Inspection Program Plan</u> - A formal document prepared by the contractor that contains specific performance standards, methods, and frequency of inspections, assignment of responsibility, and manner of record preservation to support the Quality Control Inspection Program.

<u>Quality Control Program</u> - A formal internal control program prepared by the contractor to ensure consistent satisfactory performance of the terms and conditions of the contract.

Rack - To move a draft athwart ship.

<u>Rail</u> - Longitudinal member around the edges of the deck as a protection, sometimes an actual rail, sometimes the top edge of the bulwark.

<u>Reduced Operational Status</u> - Government facility status in which the facility is normally closed down from performing its function, but where the property and infrastructure are held intact and under government control. Not the same as being Congressionally released under the Base Realignment And Closure (BRAC) Act.

Reefer - Ship in which all cargo compartments are refrigerated.

Reeve - To pass or thread a rope through a block or hole.

<u>Release Unit of Cargo</u> - Release unit of cargo for surface shipment is usually 10,000 pounds; however, this is subject to exception based upon traffic management considerations, nature and sensitivity of cargo, and modes and methods of the shipments.

Required Delivery Date - A calendar date that specifies when materiel is actually required to be delivered to the requisitioner.

Resistor - Device in an electric circuit offering electrical resistance for protection or control.

Retrograde - Cargo destined from overseas areas to the U.S.

<u>Revenue Ton</u> - The basis upon which compensation is computed for cargo handling. Commodities payable on a tonnage basis are paid on the basis of a measurement ton of 40 cubic feet.

Rig - To fit shrouds, stays, etc., of a vessel to their respective masts or other fittings.

Roller Chocks - Chocks with a short vertical roller fixed to reduce friction on a line.

Running Block - Single-sheave block supported in a bight and provided at the bottom with a load hood.

<u>Running Rigging</u> - Rope or wire that is hauled upon to adjust yards and booms.

Safe Working Load - Maximum weight or load which a part of the ship's gear will support with safety.

Samson Post - Same as kingpost.

<u>Secondary Load</u> - Cargo loaded on prime mover by the original shipper. Any weight and dimension changes are allocated to the prime mover in the shipper's documentation.

<u>Segregation (Sorting) of Cargo</u> - The breaking out of discharge cargo and separating or assembling it into piles, bays, bins, or areas, by consignee as shown on the manifests or other documents, or for loading by transportation conveyance.

<u>Seizing</u> - Light strands tied about loose ends of cable or rope to prevent raveling. Three seizings are usually required on an end.

<u>Separation Cloth</u> - Sheet of gunny cloth used to prevent the mixture of cargo.

<u>Service Codes</u> - MILSTAMP codes that indicate the ocean carrier's responsibility for movement of the container. These codes are used in pairs to indicate the carrier's responsibility at origin and destination. For example, the service code ML indicates the carrier is responsible for linehaul transportation from origin to the port of embarkation and for local drayage within the modified commercial zone of the port of discharge.

Code "K" - The ocean carrier's responsibility begins or ends at the ocean carrier's terminal.

Code "L" - The ocean carrier's responsibility begins or ends within the modified commercial zone of the port of embarkation or the port of discharge.

Code "M" - The ocean carrier's responsibility begins or ends at an inland origin or inland destination.

Shackle - U-shaped iron link with a removable pin used to make lines or block fast.

<u>Shaft Tunnel</u> - Watertight passage housing the propeller shafting from the engine room to the bulkhead at which the stern tubes start. It provides access to the shafting and its bearings and also prevents their being damaged by cargo put in the spaces through which it passes.

Sheave - Wheel inside a block.

<u>Sheathing</u> - Installing a layer of protective lumber against the metal bulkheads of a cargo hold to protect loading munitions from having metal-to-metal contact with the metal of the hold's structural plates or framing.

<u>Shifting Boards</u> - Temporary partitions placed in holds to prevent the shifting of bulk cargo.

<u>Shipment Unit</u> - One or more items assembled into one unit which becomes the basic entity for control throughout the transportation cycle as defined in MILSTAMP.

Shipside - Area at or along the side of a ship.

Shoring - Act of supporting anything by bracing it from below.

<u>Shortage</u> - An inventory discrepancy when a shipment is not on hand, or fewer pieces of cargo for a shipment are on hand, than the terminal inventory indicates. A transportation discrepancy occurs when an entire shipment or fewer pieces of a shipment are received than shown on the shipping documents.

Shroud - Guy rope or cable, used to support a mast, running athwart ship from the top of the mast to both sides of the vessel.

 $\underline{Seizing}$ - Wire run through the eye of a shackle pin and wrapped around the stock of the shackle to keep the pin from rotating loose under load.

<u>Single Shipment</u> - A shipment under one shipping document (TCMD).

Single Topping Lift - One made of only one line shackled to the head of the boom, rove through a block at the mast, and led below to the bail.

Slack - To ease up on or pay out a line.

Sleeper - Heavy piece of timber laid on the deck to support something, such as the wheels of a locomotive.

Sling - Arrangement of line or chain around a draft of cargo to make it safe for hoisting.

<u>Snatch Block</u> - Single block with a gate on one side of the frame which may be opened to allow the bight of a line to be placed on a sheave without reeving the end through the block.

<u>Spanner Stay or Truss</u> - Wire stay or structural steel span which runs athwart ship between the heads of a pair of kingposts.

<u>Special Handling Code</u> - The two-digit alphanumeric code following the Water Commodity Code. This code identifies the type of cargo and special handling. It is used to identify commodities for ocean manifesting, cost accounting, contractor payment and special handling. The various codes are defined in MILSTAMP, Volume I.

Splice - To weave loose ends of fiber or wire rope together.

<u>Split Shipment</u> - A shipment, which has been separated into two or more increments after receipt with each increment, identified and documented separately.

Spool - One, whose surface is concave, used as a winch head.

Spot - To swing the booms to any desired position by means of the boom guys.

<u>Square of the Hatch</u> - Space directly under the hatch and the same size as it.

<u>Stability</u> - Power of a vessel to right itself when it is rolled to one side.

Stanchion - Upright pillar of wood or steel supporting the decks, awnings, safety lines, etc.

Standing Rigging - Rigging which is not hauled upon.

Starboard Side - Right hand side of a vessel looking forward.

Stay - Line or wire running fore and aft and used to support the mast, spar, or funnel.

Step - Attach or fasten a mast or vertical spar to a ship's deck. To fasten booms to the mast table or to kingpost.

Stern - After or rear end of a vessel.

Stevedore - A person who contracts to load or unload a vessel.

Stiffener - Angle bar or stringer fastened to a surface to strengthen it.

Stopper - Piece of rope or chain used to secure a line under load.

Stowage - Compact placing of cargo aboard a vessel.

Stowage Factor - Figure denoting the number of cubic feet required to stow a long ton of any particular commodity.

Stowage Plan/Stow Plan - A completed stowage diagram showing what material has been loaded and its stowage location in each hold, between-deck compartment, or other space in a ship, including deck space. Each POD is indicated by colors or other appropriate means. Deck and between-deck cargo normally is shown in perspective, while cargo stowed in the lower hold is shown in profile, except that vehicles usually are shown in perspective regardless of stowage.

<u>Stuffing</u> - The placement of cargo into or onto cargo transporters, such as sea vans, MILVANs, flatbeds, and flat-racks, including all necessary blocking, bracing, lashing, or dunnage.

Surge - To slack off on line. To allow a line to slip slowly around a fitting.

<u>Tackle</u> - Assembly of ropes and blocks. A tackle system may be simple or compound; a simple system has one rope and one or more blocks; a compound tackle system has more than one rope and two or more blocks.

<u>Tag Line</u> - Length of small line used as a guide or to steady drafts of cargo.

<u>Tank Top</u> - Plating laid on the floors of a vessel.

<u>Tarpaulin</u>, <u>Hatch</u> - Painted or treated canvas covering for a hatch.

<u>Terminal Inventory Discrepancy</u> - A shipment unit which the terminal has listed on the on-hand inventory and which cannot physically be located and for which no lift record or other disposition is available.

<u>Terminal Operator</u> - The SDDC activity responsible for terminal operations to include both active and reserve components.

<u>Terminal Support Module</u> - Microcomputer based terminal management and cargo documentation system that implements LOGMARS technology for automated data capture.

Thimble - Fitting for a closed eye splice.

<u>Tie Rod</u> - Rod serving as a tie between two pieces, acting in tension to keep them from separating.

<u>Time in Terminal</u> - The time measured in days from the date of receipt of the cargo until the date the cargo is shipped, transported, or otherwise disposed of.

<u>Tipping Angle</u> - Angle at which an item of cargo longer than the hatch opening must be tipped if it is to be lowered into a hold.

<u>Tomming</u> - Act of bracing anything from an above overhead down onto its own top to hold cargo down to the deck during underway lifting motions.

<u>Top</u> - To raise a boom from its cradle to a working position.

Top Mast - Mast above the lower mast.

<u>Topping Lift</u> - Wire rope extending from the head of the boom to a mast for the purpose of supporting the weight and permitting the boom to be raised or lowered.

<u>Transferring</u> - The act of moving cargo within the modified commercial zone.

<u>Transportation Control and Movement Document</u> - DD Form 1384, is the official cargo movement document prescribed by the Military Standard Transportation and Movement Procedures (DOD Regulation 4500.32R). The TCMD is used for the documentation and control of all cargo moving into and through the terminals.

<u>Transportation Control Number</u> - The number used to identify and control the shipment unit within the Defense Transportation System.

<u>Trim</u> – The fore and aft water draft (distance below the surface) differences from the vessel's mean water draft at its transverse metacenter.

Tween deck - Any deck below the upper deck and above the lowest deck. Abbreviation of between deck.

Twenty Foot Equivalent Unit - 20' container length ocean cargo container with ISO corner fittings

Two-Block - To draw two blocks together so that no more hoisting is possible.

<u>Undocumented Cargo</u> - Any piece of equipment arriving at the terminal that is not listed on the final AUEL/UEL or is not in the data base.

<u>Unitized Cargo</u> - Cargo that is received, palletized or in a configuration comparable to a palletized load, does not require palletizing or reworking by the Contractor prior to stevedoring to the ship or loading on inland transportation, and is susceptible to machine handling in the ship.

<u>Unloading</u> - The act of removing cargo from trucks or trailers.

<u>Unstuffing</u> - The act of removing cargo from cargo transporters.

<u>Vehicle</u> - A self-propelled, boosted, or towed conveyance for transporting a burden on land such as: automobiles, trailers, trucks, motorcycles, scooters, and internal-combustion engines or battery-powered equipment (this includes all documentation and certification when required).

Ventilator - Device for furnishing fresh air to compartments below deck or for exhausting foul air.

<u>Vessel Stowage Factor</u> - Amount of space available for each long ton/measurement ton of cargo a vessel can carry, exclusive of deck cargo.

Warp - Fiber or wire rope by which a vessel is moved about when at dockside in harbor.

<u>Water Commodity Code</u> - The three-digit numeric code used to identify commodities for ocean manifesting, cost accounting, contractor payment, special handling. The various codes and their noun descriptions are defined in MILSTAMP, Volume I.

Weight Cargo - See Bottom cargo.

Weight Ton - The term "weight ton" or "WT" means 2,240 pounds.

Wharf - Structure for loading or discharging vessels, particularly a platform of timber, stone, or concrete against which vessels may be secured to load or discharge.

Winch - Machine used for loading and discharging cargo or for hauling on lines.

Winch Head - Drum, usually of small diameter and concave, on a winch, designed for taking and holding the turns of a rope. See Cathead.

<u>Worldwide Port System</u> - A computerized system used to enter, document, and trace all import and export DOD-sponsored cargo processed through SDDC controlled and/or contracted ports.

Appendix C

List of Acronyms and Abbreviations

ACO - Administrative Contracting Officer

ACOR – Alternate Contracting Offficer's Representative

CAB - Cargo And Billing system

CBA - Collective Bargaining Agreement

CBL - Commercial Bill of Lading

C/C: command & control

CFR - Code of Federal Regulations

CFS - Container Freight Station

CLOP - Cargo Left On Pier

CO - Contracting Officer

COA - Cargo Operations Area

CONUS - Continental United States

COR - Contracting Officer's Representative

COTR - Contracting Officer's Technical Representative

CPARS - Contractor Performance Assessment Reporting System

DDN - Defense Data Network

DHS - Department of Homeland Security

D/F - Damage Free

DISCORS - Discrepancy in Shipment Cargo Outturn Reporting

DOD - Department of Defense

DODAAC - Department of Defense Activity Address Code

DPM - Direct Procurement Method

DACOR - Defense Personnel Support Center

DSB - Deployment Support Brigade

DSN - Defense Switched Network

DTR - Defense Transportation Regulation

DTS - Defense Transportation System

ECO – Evironmental Compliance Officer

ERL - Expected Receipt Listing

Revision 1, Dated 14 January 2013

ETA - Estimated Time of Arrival

FIFO - First-In, First-Out

FORSCOM - United States Army Forces Command

FTX - Field Training Exercise

GATES - Global Air Transportation Execution System

GBL - Government Bill of Lading

HAZMAT - Hazardous Materials

HHG - Household Goods

IAW - In Accordance With

IBS - Integrated Booking System

ICODES - Integrated Computerized Deployment System

IMDGC - International Maritime Dangerous Goods Code

IMO - International Maritime Organization

ISO - International Organization of Standardization

ITV - In-Transit Visibility

JDS - Joint Deployment System

LL - Load List

LOGMARS - Logistics Application of Automated Marking and Reading of Symbols

LO/LO - Lift-On/Lift-Off

LRU - Less Release Unit

MAFI - A RO/RO trainer that is 20/40/60 feet in length for handling breakbulk, outsized or deadlined cargo on and off a vessel.

MHE - Materials Handling Equipment

MILSTAMP - Military Standard Transportation & Movement Procedures

MLLW - Mean Lower Low Water

MSC - Military Sealift Command

M/T - Measurement Ton - 40 cubic feet

MT - Metric Ton

MTON - See MT

NEW - Net Explosive Weight

NICP - National Inventory Control Point

NLT - Not Later Than

Revision 1, Dated 14 January 2013

NSN - National Stock Number

NSP - Not Separately Priced

OCCA - Ocean Cargo Clearance Authority

OCBO - Ocean Cargo Booking Office

OS&D - Overages, Shortages, and Damage

OSHA - Occupational Safety and Health Act/Administration

PBCR - Portable Bar Code Reader

PCO - Procuring Contracting Officer

PCS - Permanent Change of Station

POD - Port of Debarkation

POE - Port of Embarkation

POV - Privately Owned Vehicle

PPSO - Personal Property Shipping Office

PRS - Performance Requirements Summary

PSA - Port Support Activity

PWS - Performance Work Statement\

QASP - Quality Assurance Surveillance Plan (QASP)

QCIP - Quality Control Inspection Plan

RDD - Required Delivery Date

RFID - Radio Frequency Identification (Tag)

RO/RO - Roll-On/Roll-Off

RT - Revenue Ton

SDDC - Surface Deployment and Distribution Command

S&RTS - Stevedoring & Related Terminal Services

SU - Shipment Unit

TAC - Transportation Account Code

TCMD - Transportation Control and Movement Document

TCN - Transportation Control Number

TDR - Transportation Discrepancy Report

TEU - Twenty-foot Equivalent Unit

TID - Terminal Inventory Discrepancy

TMD - Traffic Management Division

TSA - Transportation Security Administration

TSM - Terminal Support Module

TTBDE - Terminal Transportation Brigade

TTBN - Terminal Transportation Battalion

USCG - United States Coast Guard

VPC - Vehicle Processing Center

VSF - Vessel Stow Factor

WT - Weight Ton