

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W911LJ-5308-2000		PAGE 1 OF 64	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W81GYE-06-R-0014	
6. SOLICITATION ISSUE DATE 13-Dec-2005		7. FOR SOLICITATION INFORMATION CALL:		a. NAME CAROLYN CORRIA		b. TELEPHONE NUMBER (No Collect Calls) 703-428-2038	
8. OFFER DUE DATE/LOCAL TIME 04:30 PM 13 Jan 2006		9. ISSUED BY SDDC CONTRACTING CENTER BUSINESS SUPPORT OFFICE 200 STOVALL STREET- 12S67 ALEXANDRIA VA 22332-5000  TEL: 703-428-3300 FAX: 703-428-3364		CODE W81GYEB9		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: 483111 SIZE STANDARD: 500	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO CODE		16. ADMINISTERED BY CODE		SEE SCHEDULE	
17a. CONTRACTOR/ OFFEROR CODE		18a. PAYMENT WILL BE MADE BY CODE		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA(SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		TEL: EMAIL:	

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT  
REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT  
REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL

☐ FINAL

☐ COMPLETE

☐ PARTIAL

☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	GTMO SOLICITATION FFP GTMO DEDICATED OCEAN SHIPPING SERVICESFFP- TRANSPORTATION AND RELATED SERVICES FROM PORT OF JACKSONVILLE, FL TO GUANTANAMO BAY CUBA FOR A BASE ONE (1) YEAR FIRM PERIOD. EFFECTIVE 01 APR 2006 THROUGH 31MAR 2007. SEE THE CARES II SYSTEM FOR THE INDIVIDUAL RATES, ORIGIN AND DESTINATION, COMMODITIES, AND ESTIMATED QUANTITIES, to support DOD Dedicated Intermodal Transportation requirements between the U.S. and NAVSTA Guantanamo Bay Cuba and return... PURCHASE REQUEST NUMBER: W911LJ-5308-2000	1	Years		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	GTMO SOLICITATION FFP OPTION YEAR ONE(1) GTMO DEDICATED OCEAN SHIPPING SERVICES FFP- TRANSPORTATION AND RELATED SERVICES FROM PORT OF JACKSONVILLE, FL TO GUANTANAMO BAY CUBA EFFECTIVE 01 APR 2007 THROUGH 31 MAR 2008. SEE THE CARES II SYSTEM FOR THE INDIVIDUAL RATES, ORIGIN AND DESTINATION, COMMODITIES, AND ESTIMATED QUANTITIES, to support DOD Dedicated Intermodal Transportation requirements between the U.S. and NAVSTA Guantanamo Bay Cuba and return. PURCHASE REQUEST NUMBER: W911LJ-5308-2000	1	Years		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	GTMO SOLICITATION FFP OPTION YEAR TWO (2) GTMO DEDICATED OCEAN SHIPPING SERVICES FFP- TRANSPORTATION AND RELATED SERVICES FROM PORT OF JACKSONVILLE, FL TO GUANTANAMO BAY CUBA EFFECTIVE 01 APR 2008 THROUGH 31MAR 2009. SEE THE CARES II SYSTEM FOR THE INDIVIDUAL RATES, ORIGIN AND DESTINATION, COMMODITIES, AND ESTIMATED QUANTITIES, to support DOD Dedicated Intermodal Transportation requirements between the U.S. and NAVSTA Guantanamo Bay Cuba and return. PURCHASE REQUEST NUMBER: W911LJ-5308-2000	1	Years		

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NET AMT

FOB: Destination

### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A

### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-APR-2006 TO 31-MAR-2007	N/A	N/A FOB: Destination	
0002	POP 01-APR-2007 TO 31-MAR-2008	N/A	N/A FOB: Destination	
0003	POP 01-APR-2008 TO 31-MAR-2009	N/A	N/A FOB: Destination	

## CLAUSES INCORPORATED BY REFERENCE

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.212-1	Instructions to Offerors--Commercial Items	JAN 2005
52.212-2	Evaluation - Commercial Items	JAN 1999
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.217-5	Evaluation Of Options	JUL 1990
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.232-36	Payment by Third Party	MAY 1999
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.212-7000	Offeror Representations and Certifications- Commercial Items	JUN 2005
252.212-7000	Offeror Representations and Certifications- Commercial Items	JUN 2005
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	JUN 2005
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

ADDENDUM FAR 52.212-1

Submission of Offers, Paragraph (b) is hereby amended as follows:

Special Notes to Offerors:

A. Oral, written and electronic submissions are required in response to this solicitation.

B. Proposals submitted by offerors will not obligate the Government to determine a competitive range, conduct discussions, or solicit or entertain revised or Final Proposal Revisions (FPRs).

C. The Government reserves the right to incorporate all, part or none of the offeror's written proposal into the resultant contract.

D. A Pre-proposal Conference is tentatively scheduled for 21 December 2005, at Ft. Eustis, VA (Newport News, VA). The time, and conference location is to be determined. Fax written questions or items for discussion by close of business, 16 December 2005, to the attention of Ms. Carolyn Corria at (703) 428-3325 or email to: [corriac@sddc.army.mil](mailto:corriac@sddc.army.mil).

## I. SUBMISSION OF OFFERS

A. In response to this request for proposals (RFP), an offeror must mail or hand-deliver Executed RFP Documents (Submit Original Documents and one (1) copy) in accordance with Part IV of this section, titled Written RFP Documents, for all representations and certifications to the address listed in Paragraph D.1. of this section.

B. The offeror must also electronically submit proposed rate offers, pro-forma schedules vessel specifications using the Carrier Analysis & Rate Evaluation System, Service Module (CARE II SM). The CARE II SM is accessible through the Internet using the CARE II System Center Web Site at the Internet address listed in Section II, paragraph A. It is anticipated that the period of performance for this contract will be a one-year base period with two (2) one year option periods.

C. Offerors intending to respond to this solicitation must provide a written request for a CARE II user account in accordance with Section II, Paragraph C. All of the information necessary to complete the electronic submission of the offer can be found at the Internet address listed in paragraph Section II paragraph A. The data required to be submitted through the CARE II SM database in support of a technical capability determination consists of two (2) main sections:

1. Service Profile
2. Vessel Profile

D. The written and electronic proposal must be submitted to the addresses listed below and must arrive prior to **1630 hours (4:30 PM) Daylight Saving Time 13 January 2006 and remain firm for 120 days**. The written portion of the offer must be enclosed in a sealed envelope marked "Request for Proposal No. W81GYE-06-R-0014. The offeror's name and address should appear in the upper left-hand corner, and the envelope should be enclosed in a second envelope that must be sent to the address listed in below.

1. The written proposal must be sent to the Contracting Officer at the following address:

Military Surface Deployment and Distribution Command  
Attention: SDDC-AQG (Mr. James Washington)  
Hoffman Building II, 200 Stovall Street, Room 12S67-64  
Alexandria, VA 22332-5000  
FOR DELIVERY ONLY TO ACQUISITION DIVISION

2. Any and all questions may be directed to:

Ms. Carolyn Corria  
Telephone number (703) 428-2038  
FAX number: (703) 428-3325  
E-mail address: [corriac@sddc.army.mil](mailto:corriac@sddc.army.mil)

E. If negotiations are conducted and Final Proposal Revisions (FPRs) are requested each offeror will be notified by e-mail, fax or telephone of the date and time. Each offeror must submit FPRs to the electronic and written proposal to the addresses listed above in Paragraph D Sub-paragraphs 1 and 2.

F. Company facsimile number and email/internet address must be provided with all offers.

G. Submission of Rates. All rates offered must be submitted in accordance with the instructions specified in Section II below.

H. All offerors are required to submit their standard carrier Abbreviation Code (SCAC) with their proposal.

## **II. ELECTRONIC OFFERS**

A. The electronic proposal must be submitted using the following Internet address:

<https://care2web.eta.sddc.gov/care/caremain.asp>

The following Internet address may be used as a backup:

<https://care2web.eta.sddc.armv.mil/care/caremain.afip>

B. Care II Service Module Application Instructions

1. Carriers submitting an offer of service for any trade route are required to complete the forms contained in the CARE II SM. Instructions for this application can be obtained from the CARE II System Center Web Site.
2. Carriers must submit schedule, service and vessel information on ocean service in the CARE II SM associated with each trade route for which rates are offered.
3. Carriers should enter the service that provides the shortest transit the carrier is willing to offer between the origin and the destination.
4. Note that a rate offered with the value of "0.00" (zero) will be considered as "no charge" for service by the Contracting Officer.
5. All basic container rates, unless otherwise specified, are to be offered in dollars and cents per container (lump sum).
6. All basic breakbulk rates, unless otherwise specified, are to be offered in dollars and cents per measurement ton (MT) of 40 cubic feet manifest measure, and are based on liner terms.
7. Changes to rate offers can be made to any contract Rate Submission (\*) as identified in the CARE II SM. The offeror must enter changes to offers in dollars and cents per MT or per container or as otherwise specified, in the appropriate line item field. Offers may be changed/revised prior to the expiration of the time and date set for receipt of initial offers/proposals or the time and date specified for final proposal revisions.
8. All reports can be printed using any local or network printer. The reports are formatted to fit on 8 1/2 " by 11" paper.
9. Carriers must immediately notify the Contracting Officer in the event difficulties in accessing the CARE II SM data is encountered. If carriers are unable to access the CARE II SM to enter the required data in sufficient time to be received by the Government by the date established for receipt of proposals, they may request authorization from the Contracting Officer to submit a hard copy containing the required proposal data. Offerors are advised that in the event submission of hard copies is authorized, timely submission of offers is still required in accordance with the terms of the solicitation. In the event both electronic proposal and hard copy proposal are received in a timely manner from the same carrier, the electronic proposal will take precedence.

### C. Request For CARE II Service Module User Account.

1. The CARE II Service Module user account will consist of a User ID and Password, each unique to the individual offeror. The offeror is required to add its Standard Carrier Alpha Code (SCAC) to the list of information required to obtain a CARE II SM account. The Carrier Analysis & Rate Evaluation Service Module (CARE II SM) application will be provided only upon written request. Requests for the application must be submitted to the Contracting Officer in the following format:

(Company Name) hereby requests a user account(s) be established to allow access to the CARE II System Center to facilitate the solicitation of proposed service offers under Request for Proposal No. W81GYE-04-R-0053  
 Individual Name  
 Individual Name  
 (Signed by Authorized Company Representative)  
 Name of Company Representative  
 Title of Company Representative  
 Telephone Number:  
 FAX Number:  
 Email Address:

2. Upon receipt by the Contracting Officer of the request, the CARE II Service Module user ID and password will be made available to the requesting party within two (2) working days via facsimile or email. Facsimile requests may be made to 703-428-3325 to the Contracting Officer's attention. The CARE System Center can be accessed through the Internet at the Internet address identified in Section II, paragraph A.

#### - Hardware and Software Requirements

1. The minimum hardware and software requirements for the operation of the CARE II SM application are:

Pentium or higher processor  
 Windows 98, Windows NT, or Windows 2000  
 64 MB RAM (128 MB recommended)  
 50 MB hard disk space  
 Super VGA monitor with 800 x 600 resolution  
 Microsoft Mouse or compatible pointing device

2. In order to access the CARE II SM from the web, offerors must have Internet access and the following minimum web browser specifications:

Microsoft Internet Explorer 4.5 (Internet Explorer 5.5 recommended).  
 Netscape Navigator 4.5 (Netscape Communicator 4.76 recommended).  
 Browser must support 128-bit encryption for secure transmission of data

### III. ORAL PROPOSALS

In addition to the written proposal for certifications and representation as required by Section I, paragraph A and CARE II SM data required by Section I, paragraph B., of this addendum, all offerors must present an Oral Presentation as stated below:

#### Oral Presentation Guidelines

- a. The offeror's technical proposal shall consist of an oral presentation supported by the written proposal materials, which will be scheduled no sooner than 5 working days after receipt of offers. The

GOVERNMENT will advise offerors of the date and time for presentation of their Oral Technical Proposal. Offerors that fail to show for their scheduled presentation, with the exception of those delayed by an act of God, shall be given a zero for the presentation. Total presentation time shall be no longer than two (2) hours.

- b. The oral presentation shall not constitute discussions as the GOVERNMENT reserves the right to award without discussions.
- c. The GOVERNMENT will not inform an offeror of their strengths, deficiencies, or weaknesses during the presentation, and the GOVERNMENT will not engage in discussions during the presentation.
- d. The oral presentation shall be limited to the elements of the technical evaluation factor only. No cost or pricing data shall be addressed in the oral presentation.
- e. Only members of the offerors' in-house staff shall participate in the presentation. The only exception is that any individuals who are proposed to perform on the contract, such as the Project Manager, but who are not currently employed by the offeror/subcontractor may participate in the presentation. The subcontractor may make a presentation on the portion of work that they will be performing.
- f. Oral Presentation will be held at a location to be determined at either at Surface Deployment and Distribution Command in Alexandria, VA or a local hotel conference room in the Washington D.C. area or SDDC at Ft. Eustis, VA. Offerors will be notified of the exact location prior to presentations. The oral presentations will be conducted in a facility with conference or classroom style seating and an overhead projector and screen. Offerors may perform their oral presentation using electronic means provided they supply all necessary equipment.
- g. Oral presentation evaluations will be limited to information outlined in slides and technical data submitted in advance. No supplementary material/information will be accepted during oral presentation. The format of the presentation is as follows:
  - (1) The presentation shall begin with the presenter, by name, position, and company affiliation. Offerors may use a billboard to identify the briefer and company affiliation. The offeror shall demonstrate full understanding of the requirements of the Statement of Work (SOW) through the development and presentation of evaluation factors outlined in Addendum to FAR 52.212-2, Evaluation - Commercial Items and as defined in the performance work statement. The oral presentation should be practical and simple, providing straightforward, concise delineation of the approach the offeror will use to perform the Statement of Work. Full and complete information shall be presented to sufficiently convey the offerors' qualifications to perform the types of work required in the statement of work. The offerors shall submit hard copy of presentation/briefing charts and technical data by the due date for submittal of written proposals and in the requested number of copies as their written technical proposal.
  - (2) The oral presentation content shall explain the Carrier's proposed approach in sufficient detail to allow the technical evaluation board to evaluate the offerors' ability to perform the requirements of the solicitation. The number of Charts and team members used during the presentation are not limited; the offerors shall make sure that the briefing does not exceed a maximum of two hours. The offeror shall provide a complete description of how the technical requirement in the statement of work shall be fulfilled.
  - (3) At the conclusion of the presentation the Government may ask questions of the briefer(s). The questions and answers will not count against the two-hour time limit. The Government may request clarification of any of the points addressed which are unclear, and may ask for elaboration by the offeror. The clarification questions will be exchanges and will not constitute discussions.

- (4) Oral presentations shall be limited to a single session. The score from the original evaluation will be carried forward if the Government chooses to conduct discussions and permit submission of revised proposals.

#### **IV. WRITTEN RFP DOCUMENTS**

**VOLUME I** - Executed RFP Documents (Submit Original Documents and one (1) copy)

**VOLUME II** – Past Performance Information (Original and one (1) copy)

NOTE: Pricing information is not to be included in offeror's written technical submissions. Pricing information is to be provided through CARE II SM as stated above in Section I, paragraph B. Instructions for submitting Volumes I–III are as follows:

**A. VOLUME I (Executed RFP Documents)** All offerors shall submit all documents requiring signature or completion by the offeror. Each offeror shall complete applicable fill-ins and signatures, and submit the original documents listed below. An authorized official of the firm shall sign the offer and all certifications requiring original signature.

1. Standard Form 1449, including acknowledgment of amendments, if applicable.
2. Clauses 52.212-3, Offeror Representations and Certifications – Commercial Items

#### **B. Volume II (Quality of Past Performance Information)**

1. The Contractor shall provide a listing of current or recent clients (contracts within the last three years). The submittal must list the Company name, POC, phone number, and Contract Number (if applicable), emphasizing customers for whom it has made shipments into domestic port areas. The Government may contact those firms and individuals named to verify information and gather additional information as it relate to on-time delivery, cargo loss and damage history and other performance criteria. Further, the Government may contact additional sources of information regarding the contractor performance record or utilize its own performance database or both. Offerors are reminded that while the Government may elect to consider data not included in the proposal but obtained from other sources, the burden of providing thorough and complete performance information rests with the Offeror. Additionally, the Government may rely upon internal records of an offeror's past performance as available.
2. The offeror should provide information describing the ability to meet performance requirements of previous contracts with the government and any awards received either civilian or military.

#### **V. Mileage Rates**

1. The Contractor receiving award any CONUS mileage rates must provide proof of "PC\*Miler" license.
2. Utilization of the mileage rates in a one-way application is limited by the computer systems engaged in applying rates; therefore, the offeror is cautioned to bid their mileage rates consistent with their operational capabilities. Therefore, the carrier must provide one-way mileage rates that will allow them to perform the requirement. If a particular point becomes a recurring requirement, a single factor rate should be established. Normal rule of thumb is that if a requirement recurs at the rate of once every sixty (60) days or is estimate to occur six (6) times in a year, a single factor rate should be established.

#### **VI. REJECTION OF OFFERS**

The Government reserves the right to reject any or all offers in whole or in part.

## **VII. APPLICABLE TARIFFS**

As specified herein, the offeror must submit with its offer information sufficient to allow proposal evaluators access to internet web sites containing all effective commercial tariffs published by the offeror for all trade routes for which service was offered under this solicitation.

(End of Addendum)

### ADDENDUM FAR 52.212-2

Addendum to 52.212-2

#### **I. General Evaluation**

A. Contract awards will be made in accordance with the terms of FAR 52.212-2, "Evaluation – Commercial Items" and the provisions contained herein. All rates will be examined for price reasonableness in accordance with FAR Part 15.402

B. Proposals submitted shall demonstrate the offeror's technical capability to provide the services for all origin points listed to and from GTMO. All rates requested in the proposal shall be provided.

C. The Government reserves the right to reject any offer of service where the Government determines that the technical capability to serve the route index or indices as stated in the contractor's offer is less than the carrier's service offered commercially.

D. The Government reserves the right to reject any offer in whole or in part under this RFP that does not comply with the material requirements of this solicitation. Failure to comply with any of the material requirements of this solicitation, including submission of all applicable representations and certifications may be determined to be grounds for the Government to reject offers as technically unacceptable in the event the contract is awarded on initial offers/proposals.

E. U.S. Flag Service offers will be evaluated for compliance with the Cargo Preference Act of 1904 (10 U.S.C. 2631, as amended.) Evaluation of Voluntary Intermodal Sealift Agreement priorities will be in accordance with the Department of Transportation, Maritime Administration, VISA, Section III. General, Paragraph 3., as published in the Federal Register, Vol 68, No. 37, Tuesday, February 25, 2003 / Notices.

F. The Government may accept some or all rates or services initially offered, without discussion of those rates or services. If negotiations are conducted, they may be limited to certain rates or service specifically identified in writing by the contracting officer to the offerors. Thereafter, offers will be notified of the close of negotiations and the opportunity to submit a final proposal revision (FPR).

G. This is a Best Value acquisition. A tradeoff analysis will be performed between price and non-price factors.

#### **II. Voluntary Intermodal Sealift Agreement (VISA) Priorities (Readiness) Evaluation**

Offers responsive to this solicitation that are determined to have the required technical capability shall be by U.S. Flag, Voluntary Intermodal Sealift Agreement (VISA) participants and Jones Act qualified vessels.

#### **III. Basis For Award**

A. Contract award, if any, will be made to that responsible offeror whose offer provides the best overall value to the Government, technical factors, price, and other factors considered. Price considerations will be approximately equal in weight to the sum of all non-price evaluation factors. All rates will be examined for price reasonableness. The Contracting Officer will not award a contract to any offeror proposing any rate that is not fair and reasonable in accordance with FAR 15.402. The Contracting Officer will also make a determination if each rate offered is in compliance with the Cargo Preference Act of 1904 (10 US Section 2631).

B. Relative Order of Importance Terminology. An evaluation of all offers will be made in accordance with the criteria set forth below. Evaluation criteria consist of factors and subfactors. In order to provide the offeror with an understanding of the significance assigned by the Government, the criteria are assigned a relative order of importance. The following terminology is used:

1. More Important. The criterion is greater in value than another criterion, but not as much as a significantly more important criterion. Criterion is given more consideration than another criterion.
2. Approximately Equal. The criterion is nearly the same in value as another criterion; any difference is very slight.

C. The basis of award will be made to the proposal(s) determined to be the most beneficial to the Government using a tradeoff (i.e., best value) process, with appropriate consideration given to the following three (3) evaluation factors and their respective sub-factors. The Government may award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint.

1. **FACTOR** - Technical Capability

**SUB-FACTORS**

- (a) Reliability of Service
- (b) Equipment
- (c) Management Approach
- (d) Electronic Data Interchange (EDI)

2. **FACTOR** - Past Performance

**SUB-FACTORS**

- (a) Quality of Service
- (b) Schedule
- (c) Business Relations
- (d) Management of Key Personnel

3. **FACTOR** – Price

**D. Relative Order of Importance of the Factors.** Of the two non-price evaluation factors, the Technical Capability Factor is more important than the Past Performance Factor. Together the non-price factors are approximately equal to the Price Factor.

**E. Relative Order of Importance of the Subfactors within the Evaluation Factors**

1. **Technical Capability** — Technical capability Subfactors (a) and (b) are equal in importance and each is individually more important than Subfactors (c) and (d). Subfactor (c) is more important than Subfactor (d).
2. **Past Performance** — Past Performance Subfactors (a) and (b) are equal in importance. Each is individually more important than Subfactors (c) and (d). Subfactor (c) is more important than Subfactor (d).

**F. Evaluation Approach** - The technical proposal is to be presented by each offeror in accordance with FAR Clause 52.212-1, Instructions to Offerors, Commercial Items and any applicable addendums. The offeror's proposal shall clearly demonstrate that the offeror understands the requirement identified in the statement of work contained in the RFP. Simply stating that the offeror understands, or rephrasing statements made in the statement of work will not be considered demonstration of understanding or identification of how the contractor will perform the task.

**G.** Within the technical factor, the contractor will be evaluated on the following elements (subfactors):

1. **Reliability of Service.** The offeror must show how they will maintain consistency of sailings offered over the trade route and intervals between sailings. The offeror must also propose a schedule for the first year of operation. Offerors must demonstrate how transit times for vessel sailings between JaxPort and GTMO will be met.
2. **Equipment.** The offeror must present information on how they will provide and maintain suitable and sufficient intermodal and vessel equipment to meet all projected movement requirements and adequately safeguard and protect from loss and damage. The offeror must demonstrate the capability to have equipment pools in place to meet the requirements of high-demand shippers.
3. **Management Approach.** The offeror must show how the carrier will implement this contract and manage risk in movements and annual operations demonstrating how the Carrier intends to respond to problems such as, but not limited to, Force Majeure. The offeror must show how they will respond to queries on a timely basis by personnel knowledgeable with DOD business, provide advice to improve service and schedule in order to limit Government exposure to overall transportation cost, proactively manage DOD shipments to identify potential problems and to provide performance feedback. The offeror must describe contingency and/or recovery plans ready to implement in case of operational problems, such as vessel breakdown, vessel delay due to inclement weather, and equipment failure. **These contingency and/or recovery plan will detail what will be implemented in order to maintain a scheduled liner service with regular sailings, even in the event of Force Majeure.**
4. **EDI Capability.** The offeror must describe their capability to provide all the required EDI transactions/event reports as described in the solicitation, to include the events for EDI 315 status reports.

**H. Past Performance Evaluation** — Past performance information will be submitted in accordance with the instructions contained in FAR Clause 52.212-1 and the Addendum. The offeror should provide information describing the ability to meet performance requirements of previous contracts with the government. Proposals should address the following:

1. **Quality of Service** – The offeror must provide information to demonstrate how they have maintained a quality level of service in other contracts.
2. **Schedule** – The offeror must provide information to demonstrate how they have maintained their schedule in other contracts/services.
3. **Business Relations** – The offeror must provide information to demonstrate how they maintain business relations on other contracts/services.
4. **Management of Key Personnel** – The offeror must provide information to demonstrate how management of key personnel in other business/service has affected the services.

**I. Price Evaluation** - The estimated quantities listed in CARES SM II module will be considered as the quantities to be shipped or service to be performed between each origin and destination. These estimated quantities are provided for the purpose of evaluating offers, and for no other purpose. Price evaluation will be based on the total estimated cost, including the option periods. This shall be calculated by pricing out the categories and volumes of cargo shown in CARE system and the appropriate rates offered by the carrier in the CARE system as set forth below:

1. Containerized Cargo - Containerized cargo will be priced by multiplying the rate per container proposed for each type container size in CARE II SM by the projected total contract requirement expressed in number of containers for that type of container (dry, open top, and refrigerated) for each location.
2. Breakbulk Cargo - Breakbulk cargo will be priced by multiplying the rate per measurement ton by the projected total contract requirement for that type cargo.
3. Accessorials - Accessorial charges will be evaluated for price reasonableness based on price analysis as defined by the FAR Subpart 15.404-1. Accessorial charges will not be included in the total evaluated price.
4. Inland Mileage Charges - Rates for inland mileage charges will be evaluated for price reasonableness based on price analysis as defined by the FAR Subpart 15.404-1. Mileage charges will not be included in the total evaluated price. See Addendum to 52.212-1 Section IV, for additional information on mileage rate offers.

**J. Adjectival Rating Description.** To ensure a thorough and fair evaluation, it is imperative that the scoring and ratings be consistently applied across proposals and across evaluation factors. The following adjectival ratings will be used to rate each evaluation factor and subfactor.

**Exceptional** — Proposal meets and exceeds many contractual requirements to the Government's benefit. There are no weaknesses, which would adversely affect performance. The proposal has a very high probability of meeting or exceeding the Government's requirements in an exceptionally effective and efficient manner with little or no risk.

**Very Good (VG)** — Proposal meets and exceeds some contractual requirements to the Government's benefit. There are no significant weaknesses, which would adversely affect performance. The proposal has a very good probability of meeting or exceeding the Government's requirements in an effective and efficient manner with little or no risk.

**Satisfactory** — Proposal meets contractual requirements. The offeror's proposal is responsive to all aspects of the solicitation. The proposal meets the requirements of the solicitation and has a probability of success. Any minor weaknesses can be readily corrected. The proposal satisfies the solicitation requirements with limited technical risk.

**Marginal** — Proposal does not meet some contractual requirements. The proposal has a reasonable chance of being corrected or expanded without a complete revision. In its current form, the proposal poses a significant risk in meeting the solicitation requirements.

**Unsatisfactory** — Proposal does not meet most contractual requirements and recovery is not likely in a timely manner. The proposal is seriously deficient with no reasonable likelihood of being made technically acceptable without major revisions equal to the submission of a new proposal.

**Neutral** — This requirement is implemented at FAR Part 15.305(a)(2)(iv): In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available; the offeror may not be evaluated favorably or unfavorably on past performance. If such a case truly exists the offeror shall be given a Neutral in their Past Performance evaluation.

(End of clause)

## PERFORMANCE WORK STATEMENT

### 1.0 INTRODUCTION/BACKGROUND

#### *1.1 Intent of Acquisition*

The purpose of this acquisition is to contract for a dedicated liner service for containerized and break bulk cargo between U.S. Naval Station Guantanamo Bay, Cuba (GTMO) and Jacksonville, Florida (JaxPort). All services for required cargo will be provided according to the rates established in CARE II-SM.

#### *1.2 Description of GTMO Environment*

1.2.1 Physical Characteristics/Equipment. GTMO is a United States Government controlled facility. The reconstructed GTMO pier supports single and dual axles up to a maximum of 500 pounds per square foot load bearing capacity. No Government crane, ramp, yard tractors, or any other equipment is available at NAVSTA GTMO for use by the Carrier. Water depths at pier side are normally 34 feet. Harbor seas between one to three feet are not unusual. All transportation of and intermodal equipment to be furnished at GTMO is at Carrier's expense.

1.2.2.1 Port Services. Port services in GTMO are contractor operated. Barge/vessel discharge and loading operations can be conducted 24 hours if prior authorization has been approved from the Quality Assurance Evaluator (QAE). Discharge and loading operations will normally be conducted, as required, on recognized U.S. Holidays. ~~No bunkers are available at the port.~~ There are no Government stevedore services available. *Delite*

1.2.2.1 GTMO is a minimum manned contractor-serviced port. Normal port operating hours are Mon-Fri, 0800-1600 Local Time.

1.2.2.2 One Navy Harbor Pilot and three 2000SHP Tugs are available, NAVBASE provides linehandlers. U S Navy units are the only units to receive routine BROW support. USCG and commercial vessels provide their own support.

1.2.2.3 Maximum Draft for any ship going pier-side is 34 ft.

1.2.2.4 GTMO has the following berths available for use:

Berth	Length	Depth (MLW) FT AT PIER	Notes
ALPHA			
West (WPA)	300	18-30	
East (EPA)	405	32	
BRAVO			
North (NWB)	531	38	CARGO OPS
South (SWB)	531	28	CARGO OPS
CHARLIE (NPC)	365	34	CARGO FUEL

1.2.2.5 Anchorages BRAVO through CHARLIE are available with depths ranging from 36 to 48 feet, and are best seen on Chart 26230.

- 1.2.2.6 Diesel Fuel Marine (DFM) is available at all berths via 4-inch connection at a rate of 2000 BPH. NSFO, JP5, MOGAS, and AVGAS are also available at PIER CHARLIE.
- 1.2.2.7 Piers are not equipped for Collection Holding and Transfer (CHY), limited truck services are available through local contractor.
- 1.2.2.8 Oily waste disposal is available through a local contractor.
- 1.2.2.9 Phone lines are available on the pier. Ships must hook up own phones. For DSN service, a memo signed by the Commanding Officer with the full name, rank and the last four of personnel authorized to use DSN.
- 1.2.2.10 Fresh water is limited to 25 gallons per person per day. An over-limit charge will be added if over this limit. Due to water restrictions, fresh water washdowns are prohibited in port.
- 1.2.2.11 Contact Port Control via Channel 12 and 16 two (2) hours prior to entering and departing port.
- 1.2.2.12 Ship must conduct a security call to all concerned traffic, via Channel 12 and 16, thirty (30) minutes prior to arrival and before getting underway.
- 1.2.2.13 Ship will be met at the southern boundary and escorted by port security.
- 1.2.2.14 Due to the high cost of hazardous waste management from this remotelocation, solid hazardous waste will only be accepted for disposal from ships only if considered by the Commanding Officer as mission essential.
- 1.2.2.15 POC is Navy Harbor Pilot, James Cich, Email: [CICHJP@USNBGTMO.NAVY.MIL](mailto:CICHJP@USNBGTMO.NAVY.MIL), DSN 723-3960 EXT 4898, COMM 011-53-99-4898, or as revised by the Government.

## **2.0 SCOPE**

### ***2.1 Transportation Services***

- 2.1.1 The Contractor (hereinafter known as "Carrier"), a Vessel Operating Common Carrier (VOCC), shall provide transportation of lawful cargo by U.S. flag ships or tug/barge systems between points in the Continental United States of America (CONUS) and GTMO, as established in Carrier Analysis and Rate Evaluation (CARE) Service Module, also known as CARE II-SM. The Carrier shall maintain a dedicated, regularly scheduled, self-sustaining liner term service on this route throughout the period of the Contract.
- 2.1.2 Types of cargo to be carried are military cargo, personal property, privately owned vehicles, mail, and any other cargo shipped by the Department of Defense (DoD) in the Defense Transportation System (DTS).
- 2.1.3 The Carrier will not transship or relay cargo. The Carrier shall provide both break bulk and intermodal container service, including terminal handling, all stevedoring, loading and discharging in CONUS and GTMO. At Jacksonville, the cargo shall be loaded and discharged at in JaxPort/Blount Island. At GTMO, the cargo shall be loaded and discharged with carrier provided equipment at Wharf Bravo, except when the COR/ACOR designates Wharf Uniform as an alternate. All inland points at GTMO are within 10 miles of the wharf.
- 2.1.4 The Carrier shall exclusively carry Government sponsored cargo, cargo shipped by Authorized Government Agents, and other Carrier cargo in support of Government operations in GTMO moving under this contract, unless otherwise authorized by the COR/ACOR. (see Paragraph 2.4), up to the capacity of the vessel(s) offered for use under this contract and accepted by the Contracting Officer.
- 2.1.5 The minimum space available to the Government for each outbound (CONUS to GTMO) or inbound (GTMO to CONUS) sailing shall be seventy-five (75) FEU's, which includes space adequate to accept a minimum of fifteen (15) refrigerated containers; and 2000 square feet of break bulk cargo. Each of the 40' spaces offered must be able to accommodate two 20' containers, or the vessel(s) must have additional space to accommodate the 20' container shortfall.

2.1.6 The Carrier shall maintain a fixed day service with a vessel sailing from the last CONUS port every other Thursday with arrival at GTMO the following Wednesday or an earlier fixed day of arrival offered by the Carrier for the contract period and agreed upon by the Contracting Officer. The service to GTMO from CONUS every fourteen (14) days shall begin on the second Thursday (tentatively 13 April 2006) after the effective date of the contract. Seventy two (72) hours prior to the first sailing of this contract, the Carrier shall provide a certificate of inspection (COI) from the U.S. Coast Guard to the Contracting Officer's Representative or Alternate Contracting Officer's Representative (COR/ACOR)

2.1.7 The carrier shall only conduct loading and offloading operations at Blount Island Marine Terminal during daylight hours only, unless otherwise authorized by the on-site QAE.

## ***2.2 On-site Office Space***

The Carrier shall provide private, on-site office space for the Government's representative at the Carrier's terminal in Jacksonville, FL. This office space will include utilities, telephone, and data usage. Only telephone and utility expenses are to be submitted as a reimbursable item by the carrier to the Government. Any other expenses related to the on-site office space shall be submitted to and approved by the Contracting Officer prior to occurrence.

## ***2.3 Regulatory Compliance***

The Carrier shall file all rates and terms of this Contract with the Federal Maritime Commission (FMC), the Surface Transportation Board (STB), and/or with other governmental agencies as may have jurisdiction over the services provided by the Carrier as set forth in this Contract. The Carrier agrees to comply with such regulations of the FMC, STB, and/or other governmental agencies as may be applicable for service to the Government in the carriage of military cargo as set forth in this Contract.

## ***2.4 Acceptance and Movement of Non-Government Cargo***

The CONUS COR/ACOR shall approve/disapprove non-government (commercial) cargo for carriage by the Carrier. Non-government cargo shall be transported by the Carrier pursuant to the Carrier's commercial contract terms and conditions which are, in no way, conditioned by this Contract. The Government assumes no responsibility or liability for non-government cargo carried by the Carrier.

Non-Government cargo moving outside this contract, moving either northbound or southbound for any single sailing by the Carrier which utilizes capacity within the Government's minimum capacity requirement as specified at Paragraph 2.1, shall reduce the Government's Average Minimum Guarantee as stated in Paragraph 4.4. The volume of non-Government cargo will be computed for each round trip voyage. Break bulk cargoes will be converted to FEUs as stated in Paragraph 4.4.

## ***2.5 Second (2nd) POV's (or alternatively a marine conveyance)***

Military personnel assigned to GTMO are permitted to utilize the contract carrier for a movement of a 2nd POV (or alternatively a marine conveyance) on a "Space Available" basis. All rates utilized to move 2nd POVs (or alternatively a marine conveyance) on a "Space Available" basis shall be established between the individual service member and the carrier. Under no circumstances shall the Carrier allow the shipment of a 2nd POV (or alternatively a marine conveyance) shipped "Space Available" to displace any Government or Government sponsored cargo. The movement of a 2nd POV (or alternatively a marine conveyance) shall be accomplished without the provision of Government reimbursement. The Carrier shall bill the owner of the 2nd POV (or alternatively a marine conveyance) separately and waives all rights to take action against the Government to recover any sums not paid by the vehicle owner.

### **3.0 SHIPMENTS BY AUTHORIZED AGENTS OF THE GOVERNMENT**

#### ***3.1 Identification of Authorized Agents***

The following provisions apply only for authorized agent shipments which include, but are not limited to, shipments of Code 3 Military by Household Goods (MHHG) International Through Bill of Lading (ITGBL) Carriers, privately owned vehicles (POV) by Global POV Carriers, and Government sponsored cargo transported by Navy Carriers between Jacksonville and GTMO. The Contracting Officer will supply a list of those entities and individuals who are authorized agents for purposes of this paragraph.

#### ***3.2 Booking of Cargo***

3.2.1 Shipments booked by authorized agents will be booked in accordance with the booking requirements of the resulting Contract as cited in Paragraph 4.1.

3.2.2 Shipper agrees to offer cargo for booking upon no less than five (5) working days notice prior to a port departure date unless a later time is agreed upon by the parties. The Carrier must accept an offering of cargo and notify the shipper of such acceptance, as specified in Paragraph 5.3.3.

3.2.3 The shipper will prepare a delivery order in a format as mutually acceptable by the parties. The delivery order shall be evidence of ownership and will constitute the contract of carriage issued to the Carrier.

#### ***3.3 Submission of Status Reports.***

Carriers must provide reports to the authorized agent that ordered the transportation services as prescribed in Paragraph 5.12; however, rather than reporting at the TCN level, the Carrier may report by delivery order when mutually agreeable by the parties.

#### ***3.4 Payment.***

The authorized agent shall make payment directly to the Carrier providing ocean service thirty days after receipt of an invoice in accordance with the Prompt Payment Act. The Carrier must invoice directly to the authorized agent for payment of services rendered to include detention. The Carrier must notify the Contracting Officer if payment is not received within forty-five (45) days after submission of invoices to the authorized agents.

### **4.0 SPECIAL INSTRUCTIONS**

#### ***4.1 Shipment Booking/Acceptance***

4.1.1 Issuance of Booking Number. In the absence of other established written procedures, issuance of a booking number by the Carrier through EDI, OCI or facsimile communication to the Government constitutes acceptance by the Carrier of the Government order. A Government order accepted in this manner will be deemed a "booking". The parties may subsequently agree to amendments/changes prior to delivery.

4.1.2 Submission of Invoices. Invoices shall be submitted in accordance with the Standard Billing Instructions for PowerTrack or in accordance with procedures in FAR 52.212-4(g) Invoices. The Carrier shall submit properly certified invoices or vouchers for outbound/inbound shipments, detention and other authorized charges to:

Military Surface Deployment Distribution Command (SDDC)  
Deployment Support Command

661 Sheppard Place, Third Floor  
ATTN: WS2-3S  
Fort Eustis, VA 22304.

Invoices shall be submitted within six (6) months from completion of shipment/service. Invoices received after that time will not be certified for payment and the Carrier waives any right to payment thereafter.

4.1.3 Detention invoices shall be submitted to the CONUS COR, and shall be fully supported with documentation that depicts the entire custody chain of the Container. These documents shall be signed (legible) by the representative of the agency/organization incurring the detention.

4.1.4 Payment shall be in accordance with the PowerTrack Business rules or in accordance with the Prompt Payment Act.

#### ***4.2 Limitation of Government Liability***

4.2.1 Dead Freight. The Government shall not be liable for payment of dead freight.

4.2.2 Alternate Transportation. Notwithstanding any other provisions of this Contract, the Government may make alternative transportation arrangements for any cargo that the Carrier cannot meet the requirements provided by the OO for that cargo (could not meet the RDD, the characteristics of cargo are such that the cargo can not move through the Carrier's commercial terminal e.g. ammo, and inability to negotiate a reasonable rate for excepted cargo as described below). The determination to make alternative transportation arrangements shall be made by the Contracting Officer after submission of a request in writing from the OO for such arrangements.

#### ***4.3 Excepted Category Cargo***

Excepted category cargoes are listed below. Pursuant to FAR 52.212-2, rates for carriage may be negotiated by the Contracting Officer prior to booking. (The Contracting Officer is not required to ship excepted category cargo with the Carrier if a reasonable rate can not be negotiated). The Carrier shall not accept excepted category cargo for shipment unless a rate for its carriage has been negotiated with the Contracting Officer. Cargo categories not excepted below and for which specific rates do not appear herein, shall be carried at the applicable General Cargo rate.

- Aircraft (unboxed) including helicopters
- Bulk Cargo (not containerized in tank cars, vehicles, or containers)
- Boats (over 40 feet in length)
- Explosives (other than Category 1.4)

#### ***4.4 Government Obligation***

4.4.1 Volume of Cargo. A projection of cargo to move under this contract is provided under CARE II-SM. SDDC does not guarantee the completeness or accuracy of the projection, as it is provided for informational purposes only.

4.4.2 Average Minimum Guarantee (AMG). The Government shall guarantee a payment of fifty-three (53) forty foot equivalent units (FEUs) per round trip voyage based on an aggregate sequential voyage average (ASVA) for the minimum service to GTMO. In the event more frequent service is accepted by the Government, such guarantee shall be adjusted proportionally. Additional sailings will not be included for the purpose of averaging the ASVA. The calculation of the ASVA in accordance with Paragraph 4.5.2.1 below, shall determine the entitlement, if any, to such minimum payments. Such minimum payments, if any shall be rendered to the Carrier at the end of each six month period of the contract based upon a COR/ACOR certification to the PCO that the ASVA for the minimum number of

voyages during the six month period falls below the minimum 53 FEUs per round trip voyage. The Government shall compensate the Carrier for each whole FEU that the ASVA falls below the 53 FEU minimum.

4.4.2.1 Application of ASVA. For purposes of calculating the rate of minimum ASVA payments, the per FEU compensation for any ASVA, during a six-month period, that falls below the guaranteed minimum of 53 FEUs per round trip voyage shall be the average of rates for one dry FEU and one reefer FEU from Jacksonville to Guantanamo port to point and from Guantanamo to Jacksonville. In calculating ASVA payments, the total of all Government and Government sponsored cargo shipped during the six-month period will be calculated. If the average number of FEUs shipped during the six-month period (both inbound and outbound) is equal to or exceeds the guaranteed minimum of 53 FEUs per round trip voyage, no ASVA will be paid by the Carrier. In the event the average number of FEUs shipped during the six-month period (both inbound and outbound) falls below the guaranteed minimum of 53 FEUs per round trip voyage, the Carrier shall be compensated for each whole FEU falling below the minimum. There will be an adjustment for each six-month cycle concerning the amount of cargo over and under the ASVA on a per specific round trip voyage. In the event that the guaranteed minimum of 53 FEUs per round trip voyage is exceeded on any specific round trip voyage during the six-month period, the amount of cargo in excess of the 53 FEU guaranteed minimum will be applied to the amount of shortfall below the 53 FEU guaranteed minimum, if any, experienced on any specific round trip voyage (during the same six-month period). The Carrier will receive a minimum ASVA payment for the six-month period, if at all, only if there is an overall shortage following this described adjustment. In calculating the average rate, no assessorial charges will be included.

4.4.2.2 Cargo Lift Certification Procedures for Payment of ASVA Minimums. The Carrier, within ten (10) working days of the end of each six month period of the contract (semiannually), shall submit to the COR/ACOR a worksheet detailing the total cargo lifted on each voyage of the respective semi-annual period. The Carrier shall add any cargo carried on additional sailings above the minimum to the nearest minimum sailing's arrival at GTMO in the semi-annual period. Upon certification of the ASVA worksheet by the COR/ACOR (for that semi-annual period), the Carrier shall submit an invoice, if entitled, to the designated paying activity (or any subsequently identified paying office) under this contract for any certified minimum payments. Such invoice, if any, shall be accompanied by the COR/ACOR certified worksheet.

4.4.2.3 The Government undertakes to ship a minimum quantity of 1272 containers of the projected forecast movements for the one year period and for any option period exercised per year. The Government may ship additional cargo during the term of the contract up to 110% of the volume estimates for each period as the maximum amount of containers under the same rates, terms and conditions. For purposes of this contract, a shipment of cargo in a container of forty (40) foot length or longer shall be counted as one (1) FEU and a shipment of cargo in a container of twenty (20) foot length shall be counted as one-half (.5) FEU. One MT of Breakbulk cargo will be computed as one FEU.

*Should be OK*  
*1 MT OF BB = 40 CU FT*

#### 4.5. Carrier Service Commitment

4.5.1 Space Commitments: Carrier's space commitment shall be as stated at Paragraph 2.1.5.

4.5.2 Service changes.

4.5.2.1 The Carrier may modify its schedule to reflect permanent changes in equipment and in its regularly scheduled service as offered to the extent that the Carrier remains in compliance with provisions at Paragraph 2.1.

4.5.2.2 Carriers will provide the ACO a minimum of 60 days notice of an impending drydock. The Drydock Notice will include the vessels, the routes and port calls involved, the dates of the drydocking, the dates of the change in service, and a description of how carrier will maintain the same level of service, including substitution of vessels and other affected assets. Notices submitted less than 60 days before the dry docking will not be considered unless drydocking is the result of a Force Majeure situation. Exemptions will not alter established prices and other terms and conditions contained herein, applicable law and regulation will not be exempted, nor will provision be made for

the carrier granted such exemption to recoup any cargo volume foregone over the exemption period during subsequent contract periods.

4.5.2.3 If the Carrier wishes to materially change its service or to substitute another vessel or other equipment initially offered for service, the Carrier must submit to the Contracting Officer within thirty (30) days of the anticipated change a written request detailing such change and the impact on the service provided. The Carrier shall not implement such a change without the written consent of the Contracting Officer.

#### ***4.6 Limitations of Carrier's Obligation***

4.6.1 Cargo Rejection. Notwithstanding any other provisions of this Contract, the Carrier shall have the right to reject explosives (other than Category 1.4); dry or liquid bulk cargo (i.e., not packaged, containerized or in vehicles); any species of live animals and other cargo deemed by the Carrier to be dangerous or obnoxious in character. Any such cargo accepted for carriage shall be freighted at the General Cargo rate.

4.6.2 Unsafe Operation. The Carrier shall not be required to receive or deliver containers at points or places where it is impracticable or unsafe to operate tractors and chassis due to conditions of roads, streets, or alleys or when prevented from doing so because of fire, acts of God, acts of war, riots, civil commotion, strikes, lockouts, stoppages or restraints of labor or other labor disturbances.

4.6.3 Hazardous Cargo. The transportation and handling of hazardous cargo for shipment shall be subject to Title 49 of the Code of Federal Regulations, Part 171, et seq. (49 CFR) and International Maritime Organization (IMO), the Dangerous Goods Code in force at the time of shipment. The Carrier shall refuse to transport hazardous cargo, either by land or by ocean, which does not conform in all aspects to these regulations and any other applicable U.S. governmental regulations.

4.6.3.1 Responsibility for Charges. When the Carrier refuses to pick up a container based on non-compliance with appropriate regulations as stated herein, the Government shall reimburse the Carrier the actual costs incurred for such container if the Carrier has made a futile trip in connection with such circumstances as a result of Government failure to comply with applicable hazardous cargo regulations.

4.6.4 Maximum Volume of Cargo. The Carrier's maximum cargo volume service obligation to the Government under the Contract schedule is the full cargo capacity of the vessel(s) offered for service.

4.6.5 Improper Government Documentation. If the Government does not provide the Carrier with the correct cargo documentation at the time and location of Carrier acceptance the Carrier shall request shipping instruction data from the manifesting activity in order that the cargo can be completely identified for onward movement. This information must be provided within one (1) working day of receipt of cargo, or earlier, if necessary to meet the scheduled vessel sailing.

### **5.0 PERFORMANCE OBJECTIVES**

#### ***5.1 Expression of Performance Requirements***

Each performance requirement may contain the following three elements. In each case, when taken together, these elements constitute a performance requirement.

- **Performance Objective** – The desired outcome or result expected of the Carrier.
- **Performance Measures** – The critical characteristics or aspects of achieving the objective that will be monitored by the Government. Each objective may have one or more measures.
- **Performance Standards** – The targeted level or range of levels of performance measured.

## 5.2 Use of Performance Measures/Standards

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 IAW standard commercial practices, i.e., substantial compliance with local customary trade practice. Unless otherwise noted, performance objectives without measures and standards imply standards of 100 percent. Performance measures/standards, where specified, may be used to achieve a variety of goals, including collection of data to test the practicality of a performance standard identification of a performance standard of less than 100 percent compliance; emphasis on most critical performance objectives; collection of data to support quality assurance and contractual remedies and similar goals.

## 5.3 Carrier Submission of Vessel Schedules

**5.3.1 Performance Objective #1 Schedule Input and Maintenance.** The Carrier must maintain up-to-date vessel schedules within the Integrated Booking System (IBS). Schedules shall be input into IBS reflecting vessel schedules at least forty-five (45) days in advance of sailing.

Performance Measure:	Performance Standard:
Maintenance of Vessel Schedules	100% Updated and Accurate

The Vessel Schedule will contain the following data elements. The carrier will update and maintain data marked with a "\*\*\*":

- \* POE/POD (Indicator to show which ports on the schedule are for load and which for discharge)
- \* Scheduled Vessel Arrival Date at the port \*Scheduled Vessel Departure Date at the port
- \* Dry Cutoff Date; report for POEs only \*Reefer Cutoff Date; report for POEs only
- \* DTR vessel status code
- \* Feeder/ Direct. Indicator to show whether the port is served by the vessel named in the schedule. The name (IRCS) of the feeder vessel is also required

**5.3.1.1 Cut-off Times.** The carrier shall establish and publish its local and vessel cutoff times based on cargo receipt described in Section 5.4.

**5.3.2 Performance Objective #2 Vessel Posting to CARE II.** Vessel information provided by Carrier as part of their proposal will be posted to IBS by the start of the bookings under this contract. Carriers will input changes to information provided on vessels offered for service under this contract into IBS after receiving approval from the CO. Information required shall include:

- International Radio Call Sign (IRCS)
- Ship Name
- Vessel flag (Country)

**5.3.3 Performance Objective #3 Booking Acceptance.** The Carrier must accept cargo bookings, up to its vessel capacity, if the Government orders are received no less than five (5) working days prior to local cargo receipt time as defined in Paragraph 5.4 for a scheduled sailing. The Carrier must respond to all Government bookings on the same working day they are received, if the Carrier, prior to 1430 local time, receives the order. Carrier responses for bookings received after 1430 local time must be provided by 1200 local time the next working day.

Performance Measure	Performance Standard
Response within allotted Times	100%

#### 5.4 Container Service

Cargo Receipt Time. Non-perishable cargo must be received at the Jacksonville facility for a specific sailing by Monday at 1600, the week of the scheduled vessel departure. Perishable cargo must be received by Wednesday at 1200 the week of vessel sailing. Any material received after this period will be scheduled on the next available vessel sailing.

**5.4.1 Performance Objective #4 Spotting Empty Containers.** The Ordering Officer (OO) or onsite Contracting Officer's Representative (COR/ACOR) or Alternate COR/ACOR will provide the Carrier at least two working days notice as to where to spot an empty container unless a shorter notice is agreed upon by the carrier. The notice will include the booking number, type, size, the name and address of the shipper, the date and a specific time for spotting the container, and will specify the categories of cargo to be stuffed in container.

Performance Measure	Performance Standard
Spotting of containers within 2 hours of time specified	100%

**5.4.2 Performance Objective #5 Container Pickup.** The Carrier shall pick-up and remove a container as follows:

- Stuffed container(s) within 24 hours from notification time and date and
- Empty container(s) within 72 hours from notification time and date.

Pickup time provisions shall commence at 0800 hours on the day following carrier's receipt of notification that the container is in all respects ready to be transported, unless this requirement is waived by the OO. Time shall not run during Saturdays, Sundays, and locally observed holidays.

Performance Measure:	Performance Standard:
Timely pickup of stuffed containers as ordered	100%

**5.4.3 Performance Objective #6 Chassis Requirement.** Containers provided by the Carrier at GTMO shall be placed on chassis and shall remain with the containers (while they are in the custody of the Government) unless this requirement is waived by the OO.

**5.4.4 Performance Objective #7 GTMO Inland Delivery.** The Carrier shall contact the consignee to establish a delivery time. Unless delay is requested by the OO, the Carrier, after the discharge of the container from the vessel, will commence inland transportation for dry cargo within two (2) working days of discharge. The Carrier will complete inland transportation of refrigerated containers within one (1) working day after the container has been discharged from the vessel. Vehicles will be delivered within forty-eight (48) hours after discharged from the vessel. Time shall not run on Saturdays, Sundays, or locally observed holidays. Upon delivery, the Carrier will present the consignee with a delivery receipt designating the destination, pieces, weight, cube, description of cargo, and TCN for the container.

Performance Measure:	Performance Standard:
Commencement of inland transportation of reefers per time standards	100%

**5.4.5 Performance Objective #8 CONUS Discharge/Inland Delivery.** All cargo shall be discharged within twenty-four (24) hours of vessel docking. All deliveries within a 250-mile radius of the POD will be completed within one (1) working day after commencement of delivery or customs/agriculture clearance, whichever is later. One additional day for each increment of 300 miles shall be acceptable.

Performance Measure:  
Completion of Inland Delivery and  
Timely discharge of cargo

Performance Standard:  
100%

### 5.5 Accessorial Services

The Government will pay for such services at the rates (per measurement ton) of cargo set forth in the Table of Accessorial Rates in the Schedule.

**5.5.1 Performance Objective # 9 Controlled Atmosphere Service.** The Carrier's equipment shall provide a controlled atmosphere system for refrigerated containers that meets CFR requirements. The Carrier shall provide a printout of the Tectral Control Atmosphere Report for each refrigerated container to consignee upon delivery.

Performance Measure:  
Deliver Controlled  
Atmosphere on Reefers

Performance Standard:  
100%

**5.5.2 Cargo Handling** Contractor shall provide cargo handling services that consist of stuffing, unstuffing, transloading, and consolidation of containerized cargo at Contractor designated facilities. This service shall include, without regard to type/size container, the tallying of cargo, and necessary blocking, bracing, and dunnage.

Cargo handling consists of three basic categories:

**5.5.2.1. Lift-on/Lift-off services (containers/cargo):** Services include but are not limited to grounding and mounting containers to/from chassis, flatbed trucks or rail cars. Loading and unloading of high, wide and heavy cargo to/from inland conveyances at ports and inland origin/destination.

**5.5.2.2. Re-handling of overweight cargo:** Re-handling services could also include bundling and palletizing cargo stripped from a container due to excess capacity weight of cargo and reloading into another container.

**5.5.2.3. Cargo handling at origin or destination.** Load/unload cargo into/from container/conveyance at origin/destination, block/brace/secure for safe transport; provide materials to block/brace/secure cargo; pack/mark cargo.

**5.5.2.4. Performance Objective # 10 Cargo Handling as:** The Contractor shall provide stuffing, consolidating, stripping, sorting, and transloading services as specified in the booking or as ordered by the OO.

**5.5.3. Performance Objective # 11 Provide Tally Sheets.** Carrier shall also provide the OO or QAE at origin and destination with a hard and soft copy of a tally sheet reflecting the contents of stuffed containers indicating pieces, weight, cube, nomenclature (description), assigned Transportation Control Numbers (TCNs), and seal number for each container stuffed by carrier NLT 24 hours after barge sailing. Access via secure internet is acceptable. The Carrier shall generate and affix a military shipping label (DD Form 1384) on the outside of the container and a packing list inside the door of each container.

Performance Measure:  
Submission of Tally sheets  
Affixing labels and packing  
lists in container

Performance Standard:  
100%  
  
100%

**5.5.4. Performance Objective #12 Notification of Damaged Cargo.** Carrier shall immediately notify the OO of LCL shipments arriving carrier's terminal for stuffing that are found damaged or not suitable for containerization.

**5.5.5 Performance Objective # 13 Re-spot Service.** The Carrier's re-spot service shall be provided in GTMO and shall consist of moving a Government stuffed container from the initial point of delivery within a facility to another point within that facility.

**5.5.6. Performance Objective # 14 POV Processing.** The Carrier shall document the receipt of Privately Owned Vehicles (POVs) from owner or owner's agent, process vehicles for ocean transit, and process POVs for delivery to the owner when ordered by the OO. The Carrier shall receive/issue POVs from/to service members or the Government agent at the NAVSTA GTMO terminal, and from/to service members at the Carrier's Jacksonville, FL terminal. The Jacksonville terminal shall process POVs, includes customs clearance, during the period Monday through Friday from 0800 until 1700. An inspection of the POV, similar to that which is customarily provided by a common carrier in its usual commercial service, including usual documentation, will be accomplished with the service member or his/her representative upon receipt and issue. At the time of pickup, the POV shall be returned in the same condition of cleanliness as received and noted on the receive/discharge inspection report, to include washing as required. In Jacksonville, the Carrier shall provide storage of POVs in a secure (generally closed to the public), lighted, fenced, and paved area pending pick-up by the owner/owner's agent for up to 30 days. The Government will provide storage facilities in GTMO for use by the Carrier. Storage charges will be paid at the detention rate specified in Special Terms and Conditions, Paragraph (d)(5), if storage is required, beyond thirty (30) days in the Carrier's Jacksonville facility.

Performance Measure:  
Timely and complete processing  
of POVs

Performance Standard:  
100%

**5.5.6.1 Shipping of POVs (Government Sponsored PCS Moves ONLY).** The booking of POVs with the Carrier is premised on the ability of the Carrier to achieve the RDD associated with each individual POV. The ability of the Carrier to achieve the POV RDD is determined by reference to the Assured Ocean Transit, Inland Delivery, and other time period provided herein concerning the overall movement of cargo from the time it is tendered to the Carrier by the Government at origin until it is delivered at the designated destination in the booking. In accepting a POV booking, the Carrier warrants that it can achieve delivery of the POV by the designated RDD under the terms and conditions of this contract. If the Carrier fails to deliver a POV on or before the RDD, the Contracting Officer shall assess \$30.00 damages per diem against the Carrier. Damages shall be assessed for each day that the delivery exceeds the RDD, including day of delivery, up to a maximum period of seven calendar days (maximum Carrier liability of \$210.00 per POV). The Carrier may be exonerated from this liability only under circumstances constituting Force Majeure or and Excusable Delay in accordance with (FAR 52.212-4(f) (OCT 2003). The Carrier is at all times required to deliver the POV as soon as possible following the conclusion of any Force Majeure or Excusable Delay circumstance. If the failure to achieve delivery by the RDD is partially excused, damages shall be assessed on a pro-rata basis. The Carrier bears the burden of establishing exoneration on the basis of any Force Majeure or Excusable Delay circumstance.

**5.5.6.2 Security of POV's.** The contractor shall be fully liable for all loss, damage, destruction, and pilferage/theft of a POV's exterior, interior and all properties contained there in as inventoried while they are in the care and custody of the contractor. The contractor shall, within twenty-four (24) hours of notice of occurrence, provide a report of theft, pilferage, or breach of security to the COR/ACOR. This report shall contain a description of the occurrences and the resulting actions. The contractor shall maintain accountability, control and custody of areas containing POVs. POVs awaiting shipment shall be properly stored in a secured area.

**5.5.7 Performance Objective #15 Flat-rack Service.** The Carrier guarantees the required number of flat-racks requested by the Government for each vessel sailing, provided the requirement is given to the carrier by the OO at least two (2) weeks prior to the intended sailing of the Carrier's vessel.

Performance Measure:  
Availability of Flat Racks

Performance Standard:  
100%

## 5.6 Refrigerated Containers

5.6.1 General. Refrigerated containers, not more than two years old at contract/service inception, shall be provided by the Carrier for this service. Such containers shall be in good working order and delivered to the stuffing activity pre-cooled to the in-transit temperature specified by the Government. Reefers will be loaded on the vessel last at CONUS port of loading and offloaded first at GTMO.

5.6.2 **Performance Objective #16** Quality of Refrigerated Containers. Containers shall be maintained at an internal temperature within three (3) degrees Fahrenheit of the specified in-transit temperature from the time of initial stuffing until unstuffed at final destination. For Chilled Cargo in refrigerated containers only, the in-transit temperature specified in the booking for service shall be maintained by the Carrier at an internal temperature within plus or minus three (3) degrees Fahrenheit of the specified temperature from the time of initial stuffing until unstuffing at final destination providing that such variance does not allow cargo freezing.

Performance Measure:  
% of refrigerated  
containers meeting requirements

Performance Standard:  
100%

5.6.3 **Performance Objective #17** Temperature Recording. The Carrier shall furnish two operable continuous temperature recording instruments (to include at least one interior Ryan type recorder or equivalent and one exterior recorder) in each refrigerated container ordered. These instruments shall measure and record in a legible manner any variation in temperature of one degree Fahrenheit or more inside the container during the time it is stuffed with cargo. The original printed records of the temperature maintained during the transit from origin to destination shall be made available for inspection by the receiving activity when the container is delivered. Upon request of the consignee, a copy of the original records shall be provided to the receiving activity within five (5) working days.

Performance Measure:  
Provision of Recorder inside reefer

Performance Standard:  
100%

Performance Measure:  
Submission of Printouts

Performance Standard:  
100%

5.6.4 **Performance Objective #18** Maintenance and Fuel. It is the sole responsibility of the carrier. The Carrier shall bear the costs of maintaining its refrigerated container equipment in good working order. Reefers must arrive inspected and certified with the capability of operating at 220 and 440 electrical volts with separate wires and plugs for reefers. The carrier is responsible for delivering a container to the consignee with a full tank of fuel. This fuel shall be provided at the Carrier's expense. The carrier must also provide a back-up/redundancy/monitoring system for adequately protect the contents of the reefers during the entire transit.



## 5.7 Hazardous Waste Material

5.7.1 **Performance Objective #19** Provide Hazardous Waste Containers. The Carrier shall provide empty containers with applicable placards at GTMO for hazardous waste material required to be shipped to CONUS. Carrier shall be responsible for placing the appropriate placards on these containers. Hazardous material may consist of, but is not limited to, antifreeze, contaminated soil, asbestos, corrosive liquid and solids, poly-chlorinated biphenyl (PCB)'s, regulated and non-regulated flammables, and oils and lubricants.

5.7.1.1 Tank Container Service. The commodity will be containerized in Government Bulk Fuel Tank Containers and shipped on a carrier-furnished chassis. Carrier must comply with all applicable U.S. and foreign laws and/or regulations established for transportation of such cargo including but not limited to Title 49 of the Code of Federal Regulations, Part 171 et seq. (CFR et seq.) and the International Maritime Organization (IMO) regulations. If the carrier fails to meet any obligations imposed by these regulations, then any liability resulting from the carrier's non-compliance with these regulations will be solely the carrier's responsibility.

5.7.1.2 Transportation Documentation. Carrier should accept only those hazardous material and/or wastes that have been manifested in accordance with 40 C.F.R. 262.20 and 262.20(b). The manifest shall stay with the shipment to its destination. The Government will arrange for pick-up and movement of the hazardous waste from the Carrier's CONUS terminal to the treatment, storage, or disposal facility (TSD).

5.7.1.3 Spill Reporting. In the event of an accidental discharge of the hazardous cargo during transport, the carrier is required to take immediate action to protect human health and the environment as defined in 49 C.F.R. 171.15 and must be reported verbally and in writing to the National Response Center, Office of Hazardous Material Regulations Department of Transportation, Washington, DC 20590. (See 33 CFR 153.203, 40 C.F.R. 263.31) State and local laws may require additional notifications. Carrier is liable for spills and discharges of hazardous cargo while being transported and is responsible for the cleanup. (See 40 C.F.R. 263.30 and 31).

5.7.1.4 Storage. Carrier may store hazardous waste material en-route for up to ten (10) days at each transfer facility as defined by 40 C.F.R. 260.10, 263.12 and 268.50 (a) (3) without becoming a TSD facility. If storage exceeds the ten days at any transfer facility, then the carrier must issue a new manifest and sign and return to the initial shipper its original manifest. Carriers that transport hazardous waste material into the United States from abroad or mix hazardous wastes of different DOT shipping descriptions into the same container must also meet the standards applicable to hazardous wastes shippers.

## **5.8 Government — Containers**

The Government may book cargo for carriage in Government-owned or leased containers or may book carriage of empty Government-owned or leased containers. The Carrier will furnish any additional equipment, including chassis, necessary for the carriage of cargo in Government containers in accordance with the provisions of this Contract. All provisions of this Contract shall apply to the carriage of cargo in Government containers in the same manner that they apply to the carriage of cargo in the Carrier's container.

## **5.9 Transfer of Containerized Cargo**

The Carrier shall not transfer or transload cargo from one container to another without the authorization of the PCO/COR/ACOR except when such transfer is required to safeguard the cargo during the continuation of the movement. When cargo is transferred from the original container, the Carrier shall immediately notify the SDDC activities having cognizance over the loading and discharge ports. Such notice shall contain the serial number and seal number of the original container, and of the container to which cargo was transferred, the place where the transfer occurred and the reason for the transfer. When the container to which the cargo was transferred differs in internal cubic capacity from the original container, freight shall be based upon the cubic capacity of the original container.

5.9.1 **Performance Objective #20** Container Identification. Within thirty (30) days of the effective date of this contract, containers shall be clearly marked to indicate the name of the Carrier. Leased containers utilized under this Contract shall have the name of the Carrier, affixed with stencils or stickers, in letters of not less than three (3) inches in height. As a minimum, such identification will be affixed to each end of a leased container.

## **5.10 Equipment Substitution**

When ordering containers from the Carrier, the OO will specify the size and type of the container required. The Carrier shall not furnish a container of a different type or size than ordered without authorization from the OO. If the OO allows the Carrier to substitute a larger size container than booked, and the loaded shipment does not exceed the cubic capacity of the size container originally ordered, the Government shall pay for the size ordered only. If the

loaded shipment exceeds the cubic capacity of the size container originally ordered, the Government will pay for the size container actually furnished.

**5.10.1 Performance Objective #21 Equipment Pools.** The Carrier must establish and maintain equipment pools, as necessary, at CONUS inland locations as designated by the contracting officer to ensure timely availability for outloading operations. The expense for operating equipment pools must be borne by the Carrier.

Performance Measure:  
Availability of Flat Racks

Performance Standard:  
100%

### **5.11 Break Bulk Service**

**Performance Objective #22 Break Bulk Service** The Carrier shall provide liner term break bulk cargo service that shall consist of receiving cargo at its facility; cargo handling; loading and transporting the cargo in its vessel; and discharging the cargo and moving it to the staging area in GTMO or Carrier's Terminal(s) in CONUS. All break bulk cargo shall be carried with protected stowage on board the Carrier-provided vessel. Break bulk cargo received as indicated in Paragraph 5.4 shall be loaded on the scheduled (booked) vessel.

### **5.12 Submission of Operational Reports**

#### **5.12.1 Load Report**

The Carrier shall provide (by mutually agreeable means) the cognizant SDDC activity and the activity responsible for cargo documentation (including the COR/ACOR) with the following information in connection with cargo loaded at each port.

**5.12.1.1 On terminal in-gate information (CONUS/OCONUS).** Cargo on terminal in-gate information shall consist of carrier name, port of loading, date cargo received at port, container number with ALPHA prefix, TCN, and seal and/or keyless lock number. This data shall be provided within four working hours of cargo receipt by the Carrier to the QAE.

**5.12.1.2 Cargo Receipt.** The Ship Master shall sign the Vessel Papers or receipt acknowledging receipt of the cargo in apparent good order and condition or he/she shall record thereon any apparent damage to or shortage of such cargo or any other specific exception to the cargo as listed on the manifest or receipt. For containerized cargo both received by the Carrier and delivered at destination under seal, the Master's receipt acknowledges only the apparent good order of the container.

**5.12.1.3. Cargo Lift Information (CONUS/OCONUS).** Cargo lift information shall consist of: name of vessel and voyage document number, container number with ALPHA prefix, TCN, port of discharge, final destination, general description of cargo (i.e., general cargo, mail/mail equipment, POV, other vehicles, refrigerated cargo, and seal and/or keyless lock number). This data shall be provided within eight working hours after vessel departure to the COR/ACOR.

**Note:** If a seal on any container has been broken and/or replaced while in the Carrier's custody, the Carrier shall notify the COR/ACOR and the designated Government representative (e.g. QAE) at the Port with a complete report as to the circumstances and the reasons therefor.

**5.12.1.4 Voyage Reconciliation.** The Carrier shall provide both the cognizant SDDC activity and local activity responsible for cargo documentation a listing of cargo to include container number and TCN of cargo which were booked but not loaded, or loaded but not booked, and the reasons why the cargo missed their designated scheduled

sailing. Such notification shall not relieve the Carrier of its obligations under this Contract to fulfill the original cargo booking commitments. Reports shall be furnished within eight hours after vessel departure to the COR/ACOR.

#### 5.12.2 Discharge Report.

The Carrier shall provide either the Supply Officer's agent at GTMO or designee at SDDC (including the COR/ACOR) with a discharge report. This report shall be provided for cargo discharged as soon as practicable after discharge, but not later than twenty-four (24) hours after discharge. Information must indicate the following for each shipment/TCN: name and voyage number of vessel, date and time cargo was discharged, date and time cargo is available for commencement of drayage or linehaul, and date, time and mode of commencement of drayage or linehaul.

#### 5.12.3 Situation Report.

The Carrier shall provide written notice within four (4) hours to the Contracting Officer, QAE, the OO and the COR/ACOR and any other designated representatives of the Government of any operational shortfall that occurs relative to the services described in this contract. Examples of operational shortfalls include sailing delays, container unavailability, strikes, receiving delays, port backlogs and equipment failures.

#### 5.12.4 Vessel Position Reports.

The Carrier shall report via e-mail specifying longitude and latitude, and distance to go at 0600 and 1800 to the distribution list provided by the Government.

#### 5.12.5 Performance Objective #23 Operational Reports.

Carrier shall submit the load, discharge, situation, vessel position reports in the frequencies noted above.

Performance Measure:  
Submission of reports on-time

Performance Standard:  
90%

### 5.13 *Electronic Data Interchange (EDI)*

#### 5.13.1 EDI and Automated Carrier Interface (ACI) System

5.13.1.1 Booking and In-transit Status Data. The Carrier shall use Electronic Data Interchange (EDI) protocols or Ocean Carrier Interface (OCI) as the primary means for interfacing with the SDDC. SDDC will make OCI training available as required to Carriers.

Carriers electing to participate in the SDDC EDI are required to execute a Trading Partner Agreement with SDDC.

5.13.1.2 Defense Transportation Electronic Data Interchange (DTEDI). The Carrier must use the Defense Transportation Electronic Data Interchange approved Implementation Convention for the ANSI X-12 300, 301, 303, and 315 transaction sets in compliance with their approved concepts of operation. Versions 3060, 4010 or later are required. The Carrier will implement changes to business processes contained in revisions to Transaction Set Implementation Conventions and their controlling concepts of operations as may be approved by the Ocean ACI Committee. These changes must be implemented in accordance with schedules approved by the Ocean ACI Committee.

**5.13.1.3 Performance Objective # 24 Event Reporting.** Carriers shall receive booking data (300) and cancellation data (303) from SDDC, and shall send booking confirmation (301) and in-transit status (315) data to SDDC.

Carriers shall provide the Government status reports for the following events:

<i>Code</i>	<i>Meaning</i>	<i>Notes</i>
EE	Empty spotted	Empty container outgate is acceptable in lieu of actual spot reports
W	Pickup of Loaded container	Required only if carrier provides origin pick-up for inland dray/linehaul
I	In-gate	At POE
VD	Vessel sails	At POE and at transshipment ports
VA	Vessel arrival	Report actual vessel arrival
UV	Vessel discharge	At POD and at trans-shipment ports
OA	Out-gate	At POD (Not applicable in GTMO)
X1	Delivery	At consignee
EC	Empty container pick-up	At consignee

In-gate, sail, arrival, discharge and out-gate events will be reported within 6 hours of the event. Other events will be reported within one business day of the event.

Performance Measure:  
Submission of reports on-time

Performance Standard:  
100%

**5.13.1.4 Performance Objective # 25 Accuracy of EDI transactions.**

Carrier shall provide accurate and complete EDI transactions for all events indicated in Paragraph 5.13.13.

Performance Measure:  
Accuracy of EDI  
transactions

Performance Standard:  
90%

## **6.0 INSPECTION OF COMMERCIAL SERVICES**

### ***6.1 Quality Assurance Program (QAP)***

The Government will monitor the Carrier's performance under this Contract through its Quality Assurance Program (QAP), which will consist of continuing evaluation of all services including documentation provided by the Carrier. The ACO shall issue administrative instructions for this program. A copy of the Performance Requirements Summary (PRS) is incorporated as Attachment 5 to this Contract. To the extent that any conflict may arise between this plan and the substantive provisions of RFP-06-R-0014 and the resultant contract(s), then the substantive portions of the RFP and the resultant contract(s) shall apply.

#### **6.1.1 Quality Council Meetings**

In order to identify and resolve potential operational problems, review Carrier performance, and to solicit continuous process improvement ideas, a Quality Council Meeting will be conducted twice per year. Participants for these reviews include representatives of the Carrier, Ocean Cargo Booking Office (OCBO), Ocean Cargo Clearance Authority (OCCA), Shippers, as well as the Administrative Contracting Officer (ACO), Ordering Officer (OO) and the COR/ACOR.

### ***6.2 Quality Control Plan***

The Carrier must establish and maintain a Quality Control Plan (QCP). The QCP shall cover as a minimum how the Carrier intends to meet the requirements and what mechanisms will be used to monitor and proactively manage DoD shipments moving in the Carrier's system to ensure quality service. The plan will also include the timely reporting of information to designated Government personnel for any potential performance shortfalls, problems/failures, and other incidents that are likely to result in loss/damage of DoD cargo or delays beyond the required delivery dates. A copy of the QCP shall be submitted to the Contracting Officer within thirty (30) calendar days from the date of contract award. The Carrier shall revise the plan and submit it to the Contracting Officer within ten (10) calendar days after notification by the Contracting Officer of deficiencies requiring corrective action.

### **6.3 Damages**

FAR 52.211-11 does not apply to this section.

**6.3.1 Refrigerated containers breakdown and spoilage.** If while in the possession of the carrier, a container does not maintain the proper setting and/or malfunctions causing cargo loss, the carrier will be liable for the total amount of the cargo loss, spoilage and transportation. If the Government deems the cargo to be urgent and replaced prior to the next vessel arriving at GTMO Naval Base and airlifts the cargo, the carrier will be responsible for the cost of the air shipment.

**6.3.2 Failure To Spot.** When the Carrier fails to spot an empty container by the designated date and time, and as a result there is not reasonable time to allow stuffing and release of the container in sufficient and reasonable time to meet the scheduled sailing date of the vessel to which the container is booked, the Carrier shall be liable for the payment of liquidated damages. The Government shall also be entitled to cancel the booking of such cargo at no cost.

**6.3.2.1** Liquidated damages for failure to spot shall be equal to the detention charges as stated in Special Terms and Conditions, Paragraph (d)(5), for each 24-hour period, or part thereof, from the time and date for spotting until the container is spotted or a new spotting date and time are agreed upon by the OO. Further, if the failure to spot does not allow for Government stuffing and release of the container in sufficient reasonable time to meet the scheduled sailing date of the vessel to which the container is booked, liquidated damages equal to detention charges for each 24-hour period, or part thereof, will apply from the completion of loading of the vessel to which the container was originally booked to the time of commencement of loading of the Carrier's next scheduled vessel to the port of destination to which the container was booked. If the Government cancels the booking, the Carrier's liability for liquidated damages shall be limited to the period ending with cancellation.

**6.3.2.2** Neither liquidated damages nor charges for Government expenses will be assessed if the Carrier can establish: 1) that the inability to spot the container as agreed is the result of the Government's failure to unstuff and release an empty container to the Carrier within a reasonable time to meet the required spotting date and 2) that it advised the OO of such inability at least seven days prior to the required spotting date..

**6.3.2.3** When the Carrier fails to spot an empty container by the designated date and time, and as a result the Government must incur overtime expenses to enable stuffing and release of the container by the Government prior to the scheduled sailing date of the vessel, the Carrier shall be liable for payment of liquidated damages equal to the total overtime expense incurred by the Government.

### **6.3.3 Overweight Containers.**

**6.3.3.1** If the Government stuffs a container with cargo weighing in excess of the container's standard maximum weight carrying capacity or in excess of any lesser weight of which it has been given notice under this Section, it shall remove, or pay the expenses of the Carrier in removing or handling the excess weight of cargo. All consequences or liabilities that may result from excessive weight of containers stuffed by the Carrier shall be the responsibility of the Carrier. All fees or other costs incident to weighing containers shall be the responsibility of the Carrier.

6.3.3.2 The Carrier shall not refuse to carry a container that weighs in excess of the local maximum weight allowed by U.S. Federal, state, or local governments if the container can be discharged from the vessel and the excess weight of cargo can be removed without violation of the applicable law, regulation, or ruling that established the maximum weight.

6.3.4 Government Failure To Release Containers In a Timely Manner. When a container which has been positioned at a Government stuffing facility is not released by the Government within a reasonable time to meet the scheduled sailing time and date of the Carrier's vessel to which it is booked, thereby precluding the container from being loaded on the vessel, the Government shall have the alternatives set forth below. In no event will the Government be liable for vessel demurrage or dead freight as a result of failure to release a container in time to meet a specified vessel sailing.

6.3.4.1 The Government may allow the Carrier to load the container on the next vessel scheduled to the booked port of debarkation and pay the Carrier detention charges set forth in the contract from the time of completion of loading of the vessel to which the container was originally booked to the time of the commencement of loading of the Carrier's next scheduled vessel to the port of debarkation to which the container is booked.

6.3.4.2 The Government may order the Carrier to move the container to another place for unstuffing. The Government shall bear all costs of such movement and shall pay detention charges set forth in the contract between the time of completion of loading of the vessel to which the container was booked and the release of the empty container.

6.3.5 Carrier Failure To Load Containers. When a stuffed container is released by the Government within reasonable time to meet the scheduled sailing time and date of the Carrier's vessel to which it is booked and the container is delayed, through fault of the Carrier, thereby precluding the container from being loaded on the vessel, the Government shall have the remedies set forth below.

6.3.5.1 The Government may order the Carrier to load the container on the next vessel scheduled to the same port of debarkation and hold the Carrier liable for liquidated damages equal to detention charges from time of completion of loading of the vessel to which the container was originally booked to the time of completion of loading of the Carrier's next scheduled vessel to the port of debarkation to which the container is booked.

6.3.5.2 The Government may order the Carrier to move the cargo to another place, including another Carrier's terminal, and the Carrier shall bear all cost of such movement. The Carrier shall also be liable for freight, and any other expenses, paid by the Government for movement of the cargo over that freight which would have been paid to the Carrier if it had been loaded as originally booked.

6.3.5.3 The Government may elect to return the cargo, in which case the Carrier shall move the cargo to a place designated by the OO for unstuffing and shall bear all costs for such movement and unstuffing. The Government shall not be obligated to pay for use of the container. The Carrier shall be liable for liquidated damages in an amount equal to detention charges, commencing at the time of completion of loading of the vessel to which the container was originally booked and ending when the OO notifies the Carrier of this course of action.

6.3.6 Delay Of Scheduled Sailing. If the scheduled sailing to which container cargo is booked is delayed more than forty-eight (48) hours, the Government shall have the alternatives set forth below.

6.3.6.1 The Government may allow cargo to move on the delayed sailing.

6.3.6.2 The Government may order the Carrier to move the containers to another place, including another Carrier's terminal. The Carrier shall bear all costs for such movement, including the removal of the containers from the vessel and placement on a chassis. The Government shall return the containers to the Carrier at the port of debarkation.

6.3.6.3 The Carrier is entitled to compensation for expenses incurred in the movement of the cargo prior to the ordered release to another ocean carrier. Carrier shall be responsible for submitting and supporting these expenses.

## **7.0 RATE RULES**

### ***7.1 Orders for Service***

The Government will prepare all necessary papers including shipping instructions, vessel papers or manifests listing the cargo to be stowed aboard the vessel. Such papers shall be receipted by the Carrier or his agent, and shall be evidence of ownership. These documents and the booking shall be deemed to be an Order within the meaning of the Ordering Clause (See FAR 52.216-18). The OO shall provide the Carrier with written notice of the Government activities authorized to issue Orders.

### ***7.2 Application of Rates***

7.2.1 Expression of Rates. All rates appearing in CARE II - SM System are stated in U.S. dollars and cents per the applicable unit of measure.

7.2.2 Containerized Cargo. All rates for containers are based on liner terms.

7.2.2.1 Single Factor Rates. Single factor rates are "all-in" rates which includes ocean, linehaul and drayage that can apply to door/door, door/pier, and pier/door rate movements. Freight shall be computed by applying the applicable single factor container rate.

7.2.2.2 Bi-Factor Rates. In order to minimize number of rates, the mileage table rates may be used in conjunction with a pier to pier rate to meet CONUS door to door requirements whenever a rate is not available. For the purposes of this contract, this is referred to as a bi-factor rate. See terms of usage on the mileage table.

*Check w/ Joe Clark*

7.2.3 Break bulk Cargo. All rates included herein are based on a liner term basis. Cargo shall be rated based on a MT as defined as either 40 cubic feet or 2240 pounds per ton whichever will generate the highest tonnage units and revenue when applied to the dimensions and weight of cargo. Only general cargo will be rated on a weight or cube basis. Cargo booked as break bulk cargo will be so freighted at the MT rate, regardless of whether containerized for the Carrier's convenience.

### **7.2.4 Over Dimensional and Unusual Size Cargo Service**

7.2.4.1 Over dimensional cargo is defined as cargo that when booked to be shipped as a unit of cargo in/on a single container does not exceed the following maximum weight and dimensions:

Weight:	48,000 lbs.
Length:	40'0" (480")
Width:	11'0" (132")
Height:	11'6" (139")

In addition, over dimensional cargo is considered to be cargo within the above maximum dimensions and weight which has a dimension (length, width, or height) that exceeds any external dimension of the container most suitable to the cargo when loaded and measured in/on such container. Selection of the equipment used for ocean transportation shall not result in over length dimensions when the cargo is loaded on a 40foot flat-rack.

7.2.4.2 Charges for over dimensional cargo stowed on a vessel in containers shall equal the additional ocean rate for equivalent displaced standard dry container(s) by size, in accordance with the following formula (which includes use of a flat-rack container):

In gauge:	BOF	(Basic ocean freight)
		<u>+FRS</u> (Flat rack surcharge)
		TC (Total charge)
Over height:	BOF+	(BOF x 60%)
		<u>+FRS</u>
		TC
Over width:	BOF+	((BOFx2) x60%)
		<u>+FRS</u>
		TC
Over height and over width:	BOF+	((BOFx5) x60%)
		<u>+FRS</u>
		TC

7.2.4.3 A forty (40) percent discount shall be applied for displaced slots in any configuration. If other than flatracks is used to ship over dimensional cargo, the flat-rack surcharge shall not be applied to the formula

7.2.4.3 Flat-rack surcharges shall not apply to Government owned flatracks in the rate computation for over dimensional cargo.

7.2.4.4 Displaced slots for which charges are assessed will be counted toward the minimum cargo guarantee.

7.2.4.5 Cargo that cannot be loaded on or in an intermodal container (closed, open top, flat-rack) prior to stevedoring is not covered by this formula.

7.2.4.6 The over dimensional formula is limited to port-to-port terms only. This formula can be applied to cargo exceeding either the weight and/or the dimensions defining over dimensional cargo when the Government and the carrier mutually agree to do so at the time of cargo booking.

7.2.4.7 Reserved

7.2.4.8 The Government reserves the right to ship oversized/over dimensional cargo on break bulk terms. The Carrier, at its discretion, may elect to containerize the cargo, but at no additional cost to the Government above those break bulk rates set forth in the CARE-SM II System.

### 7.3 Accessorial Charges

7.3.1 Cargo Handling. When this service is ordered by the Government, Carrier will be paid for each manifested measurement tons (MT) for providing cargo handling services which consist of stuffing, unstuffing, transloading, and consolidation of containerized cargo at Carrier designated facilities or as specified by the Government. The rate applies without regard to type/size container and includes tallying of cargo, and necessary blocking, bracing, and dunnage, in accordance with the rates set forth in the Table of Accessorial Rates.

7.3.2 Re-spot charges. Re-spot charges shall be paid in accordance with the rates set forth in the Table of Accessorial Rates in CARE II -SM.

7.3.3 POV Processing. POV Processing charges shall be paid once for each POV processed in accordance with the rates set forth in the Table of Accessorial Rates in CAREII-SM. This rate will be applicable to all POVs delivered to

the Carrier for transport to and from GTMO. The rate shall cover both receiving and issuing the vehicle. Any POV processing charges in association with the shipment of a second vehicle or marine conveyance in accordance with Paragraph 2.5 shall be billed to the owner of the second POV or alternate marine conveyance, consistent with the other charges found in Paragraph 2.5.

7.3.4 Flat Rack Surcharge. The carrier will be paid an additional surcharge as indicated in CARE II – SM.

7.3.5 Controlled Atmosphere Surcharge. The carrier will be paid an additional surcharge as indicated in CARE II – SM.

7.3.6 Equipment Lease Rates. The carrier will be paid the rates as indicated in the CARE II-SM.

7.3.7 Supercargo Service. The carrier shall be paid the rates as indicated in the CARE II-SM on per individual/per day basis.

#### **7.4 CONUS Mileage Rates**

In the absence of specified line haul rates between points within CONUS, inland charges are computed using mileage band rates, multiplied by the mileage found in the Defense Table of Distances (DTOD). Mileage rates are stated by container size and are only used where no specific door/dock rate exists. The DTOD is the official source for calculating distances when applying mileage rates. A commercial product that is DTOD compliant is "PC\*Miler" that will produce distance calculations identical to DTOD. If the Carrier has "PC\*Miler", he will be provided a file of the official mileages to be used for all point to port and port to point combinations using mileage based rates. If the Carrier elects to use another source for computing mileage, he cannot be provided this file. Should there be any differences in the mileage computed by DTOD and the mileage invoiced by the Carrier, the Carrier will be paid based on the DTOD mileages. Rates for drayage or inland service in connection with the transportation of refrigerated cargo are applied at an additional 5% of the basic general cargo drayage inland or mileage rate.

#### **7.5 Exceptions to General Application of Rates**

7.5.1 Government Furnished Containers. The Carrier's charges for through transportation of commercially acceptable Government containers will be ninety-five percent of the appropriate container rate for that cargo commodity when shipped in dry or flat-rack containers and 70 percent for tank containers. The Carrier's charges for empty Government containers shall be one-half the appropriate rate for that container type. When detention is incurred on the Carrier's chassis in connection with service provided for Government containers, the chassis detention rates will apply.

End of Performance Work Statement

### **8.0 Special Terms and Conditions**

#### **8.1 Agreed Cost Responsibility**

General. As a means of facilitating the administration of this Contract, the parties have agreed that certain items of cost anticipated as likely to arise in the performance of their respective duties under this Contract shall be listed. Determinations of responsibility for items of cost agreed by the parties under this Section are intended to be consistent with the substantive clauses of this Contract; provided however, in the event of conflict, the substantive clauses of the Contract shall prevail.

**8.1.2 Responsibility of the Carrier.** The Carrier is responsible for the costs associated with the following services:

8.1.3 Furnishing and maintaining containers and chassis.

8.1.4 Drayage of containers including: Furnishing and maintaining tractors; furnishing drivers; delivery costs of movement of containers, including tractors and driver; highway, ferry, tunnel and bridge tolls; and user taxes.

8.1.5 All costs of vessel operation and all port charges and other expenses charged to the Carrier's vessel, including such charges assessed at Government installations.

8.1.6 All stevedoring costs and all costs of loading and discharging and preparation, including special cargo fire or security watch required by port regulations due to loading and discharging operations.

8.1.7 All container terminal costs including: receipt of containers; marshaling of containers; and cleaning containers before stuffing and after unstuffing.

8.1.8 Taxes, dues, fees and other charges (including storage charges levied by governments, ports authorities, or wharfingers) on break bulk cargo, on the containers, and on their contents, if any, except those charges which are payable by the Government. These are charges that are levied against the vessel.

8.1.9 Agency fees in connection with port clearance of cargo tariffs.

8.1.10 Landing and wharfage charges including: landing charges against cargo in accordance with the regulations of the port, including those billed by port authorities to the ship; and wharfage charged to military cargo.

8.1.11 All transportation and intermodal equipment shall be furnished at the Port of Guantanamo Bay, Cuba (e.g. crane, containers, chassis, forklifts, or top-loaders, etc.)

**8.1.12 Responsibility of the Government.** The Government is responsible for the cost of the following services:

8.1.13 Except when ordered from the Carrier, container stuffing and unstuffing including: labor employed; packing material and/or dunnage employed; preparing documentation; sealing the container; removal of packing material, dunnage and placards; and sweeping.

8.1.14 Miscellaneous dues, fees and charges including: cargo surveyor fees when services are ordered by the Government or when resulting from dispute between the Government and the Carrier resolved in favor of the Carrier; drayage or line-haul charges listed under Section 8.1.4 above when performed by the Government.

8.1.15 Customs and other taxes, dues and/or taxes charged to the cargo; harbor and quay dues charged to the cargo based on local tariffs.

8.1.16 Contaminated cargo costs including: fumigation required solely because of contaminated Government cargo, including related costs and detention; crew overtime in connection with standby security watch when required by the OO during loading and discharging; crew wages, fringe benefits and related payroll tax when ship's crew are performing longshore work in cargo operations at the request of the terminal or by custom of the port including members of the steward's department required to prepare additional meal.

## ***8.2 Diversion for the Convenience of the Government***

Upon written direction by the Contracting Officer, the Carrier may route or divert its vessel, for the convenience of the Government, to a port of loading or discharging not on the route for which rates are quoted. The written direction shall reflect the special routing or diversion and state the agreed additional freight, if any, to be paid by the Government for such special routing or diversion. Compensation for CO directed diversion of shipment shall be provided as a negotiated equitable adjustment to the contract.

### **8.3 Free Time**

8.3.1 Free Time Allowed. The total amount of free time in CONUS will be five working days. In Guantanamo Bay, total free time shall be ten working days or the time between delivery of a container and arrival of the Carrier's next vessel, whichever is longer.

8.3.2 Commencement of Free Time. Time shall commence to run at 0001 hours local time after the container is physically tendered for delivery.

8.3.3 Running of Time. Time shall run during any period when clearance by local government agencies is delayed due to the non-availability of documents required for such clearances which are furnished by the Government, provided, that the container is otherwise ready for line-haul/drayage and the OO has been notified of the unavailability of such documents. Time shall, when the Government requests such delay, run during the period of delay prior to commencement of inland delivery.

8.3.4 No Running of Time. Time shall not run during any Saturday, Sunday, or locally observed holiday at the place the container is located. Time shall not run during any period containers are held due to local labor disturbances.

8.3.5 Cessation of Time. Time shall cease to run at 2400 hours on the day the Carrier is notified that the container is released or when the container is returned to the Carrier, whichever is earlier.

8.3.6 Delivery at Carrier's Terminal. When the OO elects to take delivery of containers at the Carrier's Terminal at the port of discharge, time shall start to run when the container with trailer is hooked to the Government tractor.

### **8.4 Detention**

8.4.1 Incurrence. In the event the Government holds the Carrier's container longer than the free time allowed, the Government shall pay detention charges as set forth below.

8.4.2 Computation of Detention. Detention charges will be paid at the rates set forth below for each 24-hour period of time, or pro-rata for part thereof, beyond the total allowed free time that the containers are held by the Government. Rates are expressed in dollars and cents and apply for containers with or without chassis.

8.4.3 Detention Invoices. Detention invoices must be submitted to the COR no later than six (6) months from the date the empty container is returned to the Carrier. Detention invoices received for payment after that time will not be certified for payment and the Carrier waives any right to payment thereafter. The Carrier must support any detention invoices with documentation that will provide a complete custody chain including names of personnel and legible signatures. Invoices not properly supported shall be denied.

8.4.4 Chassis Detention. When Government owned or leased chassis are not provided for carriage of Government owned or leased containers, and the carrier must furnish its own chassis, the carrier's chassis will be subject to the same detention and free time provisions as prescribed. When return of chassis to the carrier is delayed by the Government beyond the allowable free time and the chassis is being used solely for the carriage of Government owned or leased containers, the carrier shall assess detention charges as specified in below in Paragraph (5)

8.4.5 Container Detention Charges.

THE FOLLOWING CHARGES ARE FOR EACH 24-HOUR PERIOD OR PART THEREOF

A. DRY CARGO CONTAINER CHARGE  
WITH OR WITHOUT CHASSIS  
(includes closed containers,

open top containers, flat  
racks & car carriers)

- under 40'	\$ 9.00
- 40' and over	\$12.00

**B. REFRIGERATED CONTAINER &  
TANK CONTAINER**

- under 40'	\$50.00
- 40' and over	\$60.00

**C. CHASSIS**

(Only applies for use with  
Government owned or  
leased containers)  
(See 10-16.4)

- under 40'	\$ 9.00
- 40' and over	\$12.00

**D. STORAGE CHARGES FOR POV'S  
AND MILITARY VEHICLE  
HELD LONGER THAN 30 DAYS**

each vehicle	\$ 5.00
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**8.5 GTMO and JAX Port Security Requirements**

8.5.1 All vessels shall be inspected in accordance with the US Coast Guards' Uninspected Towing Vessel Safety regulation. Attachment 4

8.5.2 US Customs and Border Protection (CBP), Department of Homeland Security has issued specific instructions for the export cargo that is destined for US Naval Base Guantanamo Bay Cuba.

8.5.3 Facility security shall be IAW 33 CFR Part 105.

**8.6 Leasing of Carrier Equipment.**

Upon request of the CO, the Contract Administrator, or COR, the carrier shall furnish containers, flatracks, and chassis, also a generator set if necessary, for lease in connection with land and ocean transportation of Government cargo arranged under this contract or in support of sustainment operations. Equipment so leased may be transported aboard any vessel designated by the government and may be transported inland by any means available to the Government. Unless otherwise agreed, the Government shall return Carrier equipment leased by the Government to the place where such equipment was originally received from the Carrier. A modification/booking shall be issued to reflect each lease of equipment. The modification/booking shall set forth the number, size, and appropriate identification information of such Carrier equipment, the estimated duration of lease, and place of return. The Carrier shall be paid for each twenty-four hour period or part thereof, Saturdays, Sundays, and holidays included, for the period between the time the equipment is received or ordered from the Carrier, whichever is later, until the time the equipment is returned to the Carrier.

**8.7 Equipment Interchange.**

The Government may require that another carrier lift a loaded container belonging to the Carrier. If so directed by the Contracting Officer, in writing, the Carrier shall freely interchange the container to another designated carrier. The equipment will be returned to the carrier at the port of debarkation.

*Embark*

#### ***8.8 Supercargo Service.***

The carrier shall provide this service for Government personnel or representatives on a per-day basis to cover room and board and food on board the tug, when requested by the Ordering Officer/booking office to accompany specific cargo moves. The carrier shall carry one (1) supercargo or the maximum number allowed for safety reasons as authorized by the Carrier at the time of request and/or as additional space becomes available.

#### ***8.9 Carrier Inspection of Contents.***

When the Carrier is of the opinion that the cargo is unsuitable for shipment to the specified destination, the Carrier shall immediately advise the OO of such condition, and request a written decision regarding inspection of the container.

#### ***8.10 Use of Government Terminals***

The Carrier shall pay the Government, represented by the agency operating the terminal, for any services or materials provided at a Government terminal in accordance with the current rates established by that agency.

#### ***8.11 Shifting Docks***

Within a vessel's port of call, the COR/ACOR may require the vessel to call at, or shift to a particular dock wharf, place or open roadstead at which the vessel can lie always safely afloat at any time of tide, or at which, in the judgement of the Master, the vessel may lie safely aground, and to and from which the vessel may safely proceed when the aggregate of the cargo to be loaded or of the cargo to be discharged at such location is 300 measurement tons or more. If the COR/ACOR orders such a call or shift and less than 300 measurement tons of cargo are loaded or discharged, the direct costs of such shift shall be reimbursed by the Government. Nothing herein shall be construed as a warranty by the Government of berth, or approaches thereto, at facilities owned or operated by or for the Carrier or at other commercial facilities normally utilized by ships of the size of the carrier's vessel to load and discharge cargo.

#### ***8.12 Custom of the Trade***

Wherever the standard of performance by either party is not provided under the provisions of these Basic Terms, the "Custom of the Trade" shall be used as a standard of performance. This phrase shall mean the established practice generally accepted by the trucking, rail, and marine shipping industries for cargo transportation service in the geographic trade covered by this Contract.

#### ***8.13 Appointment of Personnel***

If the Government notifies the Carrier that the employment or the continued employment of the Master or any member of the crew is prejudicial to the interests or endangers the security of the United States of America, the Carrier shall make any changes necessary in the appointment(s).

#### ***8.14 Safety in Loading and Discharging of Cargo***

The Carrier shall comply with all applicable provisions of Public Law 91-596.84 Stat. 1590 (approved December 29, 1970) known as the Occupational Safety and Health Act of 1970 (29 USC 655, ex. Seq.) and with the standards

promulgated thereunder by the Secretary of Labor for Safety in loading and discharging of cargo. **Note:** The OSHA responsibility of Department of Defense Carriers is set forth in Defense Acquisition Circular 76-1 (30 Aug 1976), Item XXIII.

### **8.15 War Risk**

#### **8.15.1 Compensation**

In the event it is necessary for the contractor to pay additional premiums to extend the coverage of crew, hull and machinery, protection and indemnity insurance and insurance covering the loss and damage of cargo while aboard the vessel to include war risks, or to pay crew war risk bonuses as a result of the vessel entering the war risk area, the Government shall reimburse the contractor at the appropriate rate filed on carrier's commercial tariff. For contractors that do not have filed commercial tariffs for such War Risk charges, the Government shall reimburse the Contractor for a percentage of such extra premium and bonus payments based on the ratio existing between the cargo carried for the account of SDDC and the total cargo aboard the vessel which is loaded or discharged at ports within the War Risk area.

#### **8.15.2 Alternatives**

If Commercial Marine, War Risk, and Liability Insurance is not available or if Marine, War Risk, and Liability Insurance through the Secretary of Transportation under Sections 1202-1205 of the Merchant Marine Act of 1936, 46 App. U.S.C. 1282-1285, is available at a lesser rate, the Procuring Contracting Officer (PCO) reserves the right to require contractors to obtain the necessary Marine, War Risk, and Liability Insurance from the Secretary of Transportation. Further, in the event that the Secretary of Defense, or his/her authorized designee, is authorized to provide and does provide indemnification to the Secretary of Transportation under Section 1205 of the Merchant Marine Act, 1936, 46 App. U.S.C. 1285, for Marine, War Risk, and Liability coverage without premium, the Contracting Officer reserves the right to require the contractor to obtain such insurance from the Department of Transportation and no premiums as set forth in Paragraph 8.15.1 above will be paid to the contractor by the Government.

#### **8.15.3 Limitation of Government Liability**

No payments shall be due from the Government under this Section unless and until the contractor shall also assess such charges against commercial cargo loaded or discharged in the war risk area.

#### **8.15.4 U.S. Government—Additional Assured**

The contractor agrees to add the United States Government as an additional assured on its War Risk Policy with waiver of subrogation noted, for which the Government has agreed to reimburse the extra premium under this Section.

### **8.16 Application of COGSA**

**8.16.1. Incorporation.** The United States Carriage of Goods by Sea Act (COGSA) 46 U.S.C. 1300-1315 is incorporated into this contract and shall apply to the ocean transportation of all goods (including goods in containers stowed on deck, which shall be considered as goods stowed under deck) under any booking with the same force and effect as if the Act applied to such carriage by express provision therein; provided, however, in case of loss, damage or shrinkage in transit, the rules and conditions governing commercial shipments shall not apply as to the period within which notice thereof shall be given the Carrier or as to the period within which claim therefor shall be made or suit instituted.

**8.16.2. Liability.** For the purpose of interpreting Section 4 of COGSA "Limitation of Liability," for all cargo, the limitation of liability set out in Section 4 of COGSA shall apply to each package, and for cargo not in packages to each measurement ton of cargo within the container. The carriage of cargo under any booking issued pursuant to this contract shall not be deemed or construed to be the carriage of cargo pursuant to special terms and conditions as

provided for in Section 6 of COGSA; and nothing in this contract is intended to relieve the Carrier or the vessel from liability for loss or damage to or in connection with the goods arising from negligence, fault or failure in the duties and obligations provided by COGSA or to lessen such liability otherwise than as provided therein. The Carrier shall be liable as a common Carrier by land for any loss of or damage to cargo while being transported under this contract between any inland origin and the vessel's side and between the vessel's side and any inland destination.

#### ***8.17 Scope of Voyage (Liberties)***

8.17.1. Determination of the Master/Carrier. In any situation, whatsoever or wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the Carrier or Master of the vessel is likely to give rise to capture, seizure, detention, damage, delay, or disadvantage to or loss of the vessel or any part of her cargo, or to make it unsafe, imprudent, or unlawful for any reason to begin or continue the voyage or to enter or discharge, or to give rise to delay or difficulty in arriving, discharging, or leaving the port of discharge or the usual place of discharge in such port, the Master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the Government's goods may, upon notification to and with the consent of the Contracting Officer, discharge the goods into another port, depot, lazarette, craft, or other place, or retain the goods onboard until the return trip or until such other time as is deemed mutually advisable. This notice Officer shall include, but may not be limited to, the planned port of discharge of the cargo and any measures planned to protect the cargo.

8.17.2. Contracting Officer's Direction. If the Contracting Officer determines that the planned disposition of the cargo is not in the Government's best interest, the Carrier shall comply with the PCO's direction to the Carrier to divert the cargo to a port of the Government's choice and to make any other arrangements for the cargo the PCO deems necessary to protect the Government's interest.

8.17.3. Equitable Adjustment. The Carrier may be entitled to an equitable adjustment to the Contract for actions taken pursuant to the PCO's direction. However, for any services rendered without prior notice to and consent of the Contracting Officer, the Carrier shall not be entitled to an equitable adjustment. In no such case shall freights be payable until the goods are delivered to the named destination on the booking.

8.17.4. Responsibility. In any event, the Carrier shall at all times be responsible to assure the security and protection of the cargo until relieved of such responsibility by the Government or its designated agent.

8.17.5. Compliance with Government Direction. The Carrier, the Master, and the vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof (or by any committee or person having, under the terms of the war risk insurance on the vessel, the right to give such orders or directions). Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The vessel may carry explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

#### ***8.18 Exception Force Majeure***

An act of God, enemies, fire, restraint of princes, rulers of people, and all dangers and accidents of the seas, rivers, machinery, boilers and steam navigation, and errors of navigation throughout this contract are mutually excepted. The vessel shall have the liberty to deviate for the purpose saving life and property, to tow or to be towed, to sail with or without pilots, or to go into dry dock or into ways with or without cargo on board. However, in no case shall the Carrier be entitled to extra compensation for such a deviation and the Carrier shall not be relieved of responsibility for delivery of cargo to its original destination.

**8.19 Strikes**

8.19.1. Loading Port. In the event the vessel or loading of the vessel is delayed by reason of strike or stoppage of work, the Carrier reserves the right at the loading port to dispatch the vessel with such portion of the cargo as may then be on board, or if no Government cargo is on board, to delay or cancel the voyage.

8.19.2. Discharge Port. In the event the vessel or discharge of the vessel is delayed by reason of strikes or stoppage of work, the Carrier reserves the right at the discharge port to discharge the cargo still on board or with the approval of the Government to dispose of the cargo or any portion of the it at the Government's risk and expense.

**8.20 Amended Jason Clause**

In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a sailing vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if such sailing vessel or vessels belonged to strangers.

**8.21 General Average**

General Average shall be adjusted, stated and settled, according to York-Antwerp Rules 1974 as amended to the date of this contract, at such port or place in the United States as may be selected by the Carrier, and as to matters not provided for by those Rules, according to the laws and usages at the Port of New York. In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship.

**8.22 Liens**

8.22.1. Seizure of Cargo. The Carrier agrees that it will not assert any type of lien, including a maritime lien, on any cargo shipped by the Government under this contract. The Carrier further agrees that it will not take any action to seize, arrest, hold, or otherwise detain such cargo through any judicial process in the U.S. or any foreign country. The Carrier agrees to insert this clause in all subcontracts at any tier and to expand any resources necessary to expeditiously enforce the provisions of this clause against such subCarriers.

8.22.2. Freight. There shall be no liens, including maritime liens, asserted on any freights payable by the Government under this bill of lading. The carrier agrees to insert this clause in all subcontracts at any tier and to expend any resources necessary to expeditiously enforce the provisions of this clause against such subCarriers.

**8.23 Damaged to Equipment**

8.23.1 Loss of or Damage to Carrier Equipment. Should a container, chassis, or any other piece of Carrier equipment be damaged by act of the Government, its agents, employees, or Carriers while such Carrier equipment is in the custody of the Government, its agents, employees or Carriers, the Government shall repair or reimburse the Carrier the least of the following: the reasonable costs of repairs; the fair market value immediately prior to the damage; or the depreciated value on the Carrier's books. The Carrier will assign to the Government any rights, causes of action, or other claims that the Carrier may have against third parties with respect to such damage. The Government shall not be liable for the repair of any damage under this paragraph unless written notice specifying such damage shall have been given to and acknowledged by the Government or its authorized representative at the time custody of the container or other equipment is returned to the Carrier.

8.23.2 Damage to Carrier Vessel or Vessel Equipment. Should the vessel or its equipment be damaged by act, neglect or failure of equipment of the Government, its agents, employees, or Carriers in loading or discharging the vessel, the Government shall reimburse the Carrier the reasonable costs of repairs and the Carrier will assign to the Government any rights, causes of action, or other claims which the Carrier may have against third parties with respect to such repairs. In the event that any damage should occur to the vessel or its equipment as a result of the joint fault of the Carrier and the Government, payment for such damage shall be apportioned pro rata in accordance with the respective degrees of fault. The Government shall not be liable for the repair of any damage under this paragraph unless notice specifying such damage and the name(s) of the party or parties causing such damage shall have been given to and acknowledged by the Government or its authorized representative as soon as possible after the occurrence of such damage, or in any event before the vessel leaves the berth or anchorage where the damage occurred, and provided, further, that the Government shall not be liable for the repair of any damage under this paragraph if such damage is caused by a Carrier of the Government unless demand first is made upon such Carrier by the Carrier and payment therefore has been refused.

8.23.3 Loss or Damage to Government Equipment. The Carrier shall be liable for loss of or damage to Government containers and chassis while in the Carrier's custody to the same extent that the Government is liable for loss of or damage to the Carrier equipment while in the Government's custody. The Carrier will not procure insurance coverage on Government containers and will not be liable for any loss thereof under circumstances covered by the Carrier's war risk insurance on its own containers.

8.23.4 Damage Claims. Claims submitted under this Section shall be filed with the Military Surface Deployment and Distribution Command (SDDC). To the attention of: Ms. Pamela Mainor, 661 Sheppard Place, SDG3-GD-CS, Fort Eustis, VA 23604-1644. Phone (757) 878-8622.

End of Special Terms and Conditions.

#### ***9.0 List of Attachments and Addendums***

Attachment 1 – Acronyms and Definitions

Attachment 2 – PowerTrack Business Rules.

Attachment 3 – City Groups- On website: [www.sddc.army.mil](http://www.sddc.army.mil)

Attachment 4 – USCG Uninspected Towing Vessel Safety Regulation.

Attachment 5 – Performance Requirements Summary

Addendum to 52.212-1 Enclosed

Addendum to 52.212-4 Enclosed

#### **ADDENDUM TO FAR 52.212-4**

**Addendum to 52.212-4 (c) Changes:** Changes in the terms and conditions of this contract may be made only by written agreement of the parties excepted for items/provisions delineated in the contract as within the authority of the CO. Where the Government requests a change requiring written agreement of the parties, the parties agree to undertake best efforts to affect the requested change. The Government may make changes in the terms and condition of a delivery/task/shipping order issued under the contract in writing on a unilateral basis.

- (1) If any such changes causes an increase or decrease in the cost of, or the time required for performance of any part or the work under this contract, whether or not changed by the order, the CO must make an equitable adjustment in the contract price, the delivery schedule, or both and shall modify the contract.
- (2) The Contractor must assert its rights to an adjustment under this clause within thirty (30) days from the date of the receipt of the written order.
- (3) If the Contractor proposal includes the cost of property made obsolete or excess by the change, the CO shall have the right to prescribe the manner of disposition of the property.
- (4) Failure to agree to any adjustment shall be a dispute.

**Addendum to 52.212-4 (i) Payment: PowerTrack shall be the primary method of payment for this contract, however, for billable items outside the ability of PowerTrack, FAR 52.212-4(g) is in effect for invoicing.**

(1) Entitlement. Freight shall be earned only upon delivery of the cargo at the ultimate destination set forth in the Shipping Order or applicable amendments thereto. Freight shall consist of the sum of all payments due for services actually furnished in accordance with the Shipping Order calculated at the rates set forth in CARESM II System.

(2) Withholding of Payment. If, after delivery of the cargo or container and unstuffing by the Government, there is any damage to or shortage of cargo not definitely known to be the fault of the Government or its agents, and it is considered by the Contracting Officer that withholding of certain monies is necessary to protect the interest of the Government pending final determination of the amount of shortage or damage and the Carrier's liability therefore, the dollar amount of such shortage or damage may be estimated and withheld from sums owing to the Carrier by the Government under any Shipping Order. Likewise, the Government may recover overpayments of freight and may recover charges paid to the carrier for services and supplies.

(3) Reimbursement. All charges and expenses incurred for the account of the Government as provided in this Contract and which are not paid directly by the Government or by the consignee shall be paid by the Carrier, which shall be reimbursed upon the presentation of properly supported invoices, including, but not limited to, Carrier's Interchange Receipt and COR certified invoices.

(4) Payment. Unless otherwise provided herein, payment shall be made on the basis of freight earned as computed in accordance with paragraph (1) above. In accordance with the Prompt Payment Act, all payments earned on shipments will be made after a) receipt of a proper invoice, in accordance with the procedures outlined above, or b) evidence of delivery as described above, whichever occurred later. The failure of the Government to provide a proper manifest in a timely manner shall not preclude the Carrier from submitting a proper invoice upon delivery of cargo as set forth above.

(i) Electronic Payment – Carrier Payment Automated fund transfer (AFT) is the required method of payment for this contract. Carrier not yet authorized AFT must provide bank and account information necessary to implement AFT.

(ii) Management Reform Memorandum 15 (MRM 15) Payment Method. MRM15 alternate payment procedures. During the term of this contract, the (POWERTRACK), shipping instruction (EDI 304), plus carrier lift (EDI 315) reports will be the basis for effecting payment to Carriers. Electronic Carrier Payment, MRM15 Payment Procedures (see Attachment 1) will be implemented 30 days from the effective date of the contract. The automated payment procedures require the carrier to become a certified PowerTrack carrier. The POC at US Bank may be reached at 1-800-417-1844.

End of Addendum

CLAUSES INCORPORATED BY FULL TEXT

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$ 250 per container or equivalent FEU per day of delay.

(b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

## (4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other-----

## (5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

---

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 601 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of

Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.  
 (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
—
_____
—
_____
—

[List as necessary]

(3) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

  X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

       (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

       (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

       (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

       (ii) Alternate I (MAR 1999) to 52.219-5.

       (iii) Alternate II to (JUNE 2003) 52.219-5.

       (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

       (ii) Alternate I (OCT 1995) of 52.219-6.

       (iii) Alternate II (MAR 2004) of 52.219-6.

       (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

       (ii) Alternate I (OCT 1995) of 52.219-7.

       (iii) Alternate II (MAR 2004) of 52.219-7.

       (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

       (8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

       (ii) Alternate I (OCT 2001) of 52.219-9

\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

X (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (14) 52.222 -3, Convict Labor (JUNE 2003) (E.O. 11755).

X (15) 52.222 -19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

X (16) 52.222 -21, Prohibition of Segregated Facilities (FEB 1999).

X (17) 52.222 -26, Equal Opportunity (APR 2002) (E.O. 11246).

X (18) 52.222 -35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

X (19) 52.222 -36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

\_\_\_ (20) 52.222 -37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

\_\_\_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

\_\_\_ (22)(i) 52.223 -9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (AUG 2000) of 52.223 -9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (23) 52.225 -1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (24)(i) 52.225 -3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225 -3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225 -3.

\_\_\_ (25) 52.225 -5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (26) 52.225 -13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

\_\_\_ (27) 52.225 -15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

\_\_\_ (28) 52.225 -16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

\_\_\_ (29) 52.232 -29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (30) 52.232 -30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (31) 52.232 -33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (32) 52.232 -34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

  X   (33) 52.232 -36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (34) 52.239 -1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (35)(i) 52.247 -64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 2003) of 52.247 -64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222 -41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222 -42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222 -43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222 -44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222 -47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.2198 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price (FP) Requirements Type contract resulting from this solicitation.

(End of clause)

## 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 April 2006 through 31 March 2009.

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

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

(End of clause)

## 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 FEU or MT (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

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

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

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

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

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

(End of clause)

## 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the

basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 March 2009.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 45 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years and 6 months.

(End of clause)

## 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Military Surface Deployment Distribution Command (SDDC), 200 Stovall Street, Room 12S67-67, ATTN: William Mills, Alexandria, Virginia 22332-5000.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.sddc.army.mil/frontDoor/0,1383,OID+5-----,00.html>

<http://farsite.hill.af.mil>

<http://www.arnet.gov/far>

(End of provision)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.sddc.army.mil/frontDoor/0,1383,OID+5-----,00.html>

<http://farsite.hill.af.mil>

<http://www.arnet.gov/far>

(End of clause)

# ATTACHMENT 1

AMG	Average Minimum Guarantee
BAF	Bunker Adjustment Factor
CO	Contracting Officer
CONUS	Continental United States
COR/ACOR	Contracting Officer's Representative and Alternate COR
CPA	Cargo Preference Act (1904)
DFARS	Defense Federal Acquisition Regulation Supplement
DoD	Department of Defense
DSC	Deployment Support Command
DTEDI	Defense Transportation Electronic Data Interchange
EDI	Electronic Data Interchange
FEU	Forty Foot Equivalent Unit
FAR	Federal Acquisition Regulation
FAK	Freight All Kinds
IMO	International Maritime Organization
ISO	International Organization for Standardization
IBS	Integrated Booking System
ITGBL	International Through Government Bill of Lading
MT	Measurement Ton (40 Cubic Feet)
SDDC	Military Traffic Management Command
OCBO	Ocean Cargo Booking Office
OCCA	Ocean Cargo Clearance Authority
OCI	Ocean Carrier Interface
OCONUS	Outside Continental United States
OO	Ordering Officer
PCO	Procuring Contracting Officer
POD	Port of Discharge
POE	Port of Embarkation
POV	Privately Owned Vehicle
PWS	Performance Work Statement
QCP	Quality Control Plan
RDD	Required Delivery Date
REEFER	Refrigerated Container
RFP	Request for Proposals
RO/RO	Roll
SRP	Sealift Readiness Program
TCMD	Transportation Control & Movement Document
TCN	Transportation Control Number
TEU	Twenty Foot Equivalent Unit
TSD	Treatment, Storage or Disposal Facility
VISA	Voluntary Intermodal Sealift Agreement
VOCC	Vessel Operating Common Carriers

As used throughout this Contract, the following terms shall have the meaning as set forth below:

Administrative Contracting Officer (ACO) – Is a warranted CO who is responsible for, but not limited to the following: appoint and train the Contracting Officer Representative (COR/ACOR), issue administrative modifications, analyze Contractor claims, evaluate the Contractor's performance, and provide reports on the Contractor's performance to the CO.

Alternate Contracting Officer's Representative Agreement (ACOR) – Appointed in writing by the CO. Responsible for, but not limited to, the following: monitors the Contractor's performance in accordance with the terms and conditions of the contract, ensures Contractor's compliance with reporting requirements, provides data for Government reports, verifies/certifies services and conducts initial review of Contractor's claims. Acts in the absence of the Contracting Officer's Representative

Agreement – See Contract.

Arrival – Tie-up at wharf or pier

Available for Onward Movement – Container/Chassis is ready to be hooked to a tractor, fully operational and ready to meet all road and safety requirements, including operable lights, brakes and support equipment.

Baggage – Personal effects of a traveler that are needed in connection with official travel and immediately upon arrival at the point of assignment. Materials belonging to the Government may be included.

Bi-Factor Rates – The use of single factor (port to point or point to port) rate contained in the contract combined with a linehaul and/or mileage rate from the contract to create a through point to point rate.

Boats – Includes all craft in excess of thirty-five (35) feet in length assigned exclusively for use on or under water and may or may not include a cradle for stowage.

Booking – Offer by the Government and acceptance by the Contractor for the transportation of goods pursuant to the applicable rates, terms and conditions of the subject contract.

Breakbulk/RORO Cargo – All cargo that is not Containerizable.

Bulk Cargo – Dry or Liquid Cargo which is not subject to mark or count, shipped in fluid or loose state and not packaged for ocean carriage in any manner, such as grain, ore, coal, chemicals, oil, or liquid latex

Car Carrier – A trailer/container of open framework designed for carriage of automobiles or other unboxed vehicles.

Cargo Trailer – See "Van".

Cargo Handling – Services that consist of stuffing, unstuffing, transloading, and consolidation of containerized cargo at Contractor designated facilities. Lift-on/Lift-off services for cargo, mounting and grounding of containers, loading and unloading of high, wide, and heavy cargo

to/from inland conveyances at ports or inland origin/destination. This service shall include, without regard to type/size container, the tallying of cargo, and necessary blocking, bracing, and dunnage.

Carrier – Any Vessel Operating Common Carrier (VOCC) awarded a Contract pursuant to this solicitation, including its agents and subcontractors. The term “Carrier” is used interchangeably with the term “Contractor.”

Chassis – A platform equipped with running gear and front end support on which a container is placed for transport.

Commercial Zone – The pickup and delivery limits of cities, ports and municipalities in the United States as defined by the Surface Transportation Board (STB) and published in 49 CFR Part 1048, on the date service is provided by the Carrier.

Consolidation – The combination of many small shipments into one container at a centralized point

Container – An International Standard Organization for Standardization (ISO) cargo conveyance which confines and protects the cargo from loss or damage, can be handled in transit as a unit and can be mounted and secured in or on marine, rail or highway equipment. Common types of containers are: weatherproof, (dry enclosed, refrigerated, van, tank, high cube), non-weatherproof, (open top, car carrier, or flat racks)

Container Detention – Charges assessed against the Government for delaying the release of Carrier equipment beyond allowed free time

Containerizable Cargo – All cargo which can be physically loaded in or on a container.

Contract – The document which contains the contractual terms pursuant to which a Carrier agrees to accomplish transportation of such lawful cargo as may be tendered by the Government.

Contracting Officer (CO) – A CO within the scope of that definition in Federal Acquisition Regulation 52.202-1, who has been appointed or designated as such by the PARC, HQ SDDC. (See Procurement Contracting Officer)

Contracting Officer Representative (COR/ACOR) – Appointed in writing by the CO. Responsible for, but not limited to, the following: monitors the Contractor’s performance in accordance with the terms and conditions of the contract, ensures Contractor’s compliance with reporting requirements, provides data for Government reports, verifies/certifies services and conducts initial review of Contractor’s claims.

Contractor – See Carrier.

Continental United States (CONUS) – Forty-eight (48) contiguous states of the United States of America.

Controlled Atmosphere – Sophisticated, computer-controlled systems that manage the mixture of gases within a container throughout an intermodal journey.

Custom of the Trade – The established practice generally accepted by the trucking, rail and marine shipping industries in the geographic area where the service is provided.

Customs Entry – All countries required that the importer made a declaration on incoming foreign goods. The Importer then normally pays a duty on the imported merchandise. The Importer's statement is compared against the carrier's vessel manifest to ensure that all foreign goods are properly declared.

Cutoffs:

> Local Cutoffs – The date and time publicly established by the Carrier when the cargo must be tendered to the Carrier at its terminal facility, or to the Carrier's agent to meet the requirement for lift from the inland origin of the cargo.

> Vessel Cutoffs – The date and time publicly established by the Carrier when the cargo must be tendered to the Carrier at its terminal facility, or to the Carrier's agent to meet the requirement for lift to the booked vessel.

Dead Freight – Liability to pay for space booked but not used.

Deck Cargo – Includes all cargo stowed in open spaces on deck except Hazardous Cargo, which, in accordance with U.S. Coast Guard rules, must be stowed on deck.

Defense Table of Official Distances (DTOD) – The distance source for all rates, standards, or charges which require a point to port, port to point or point-to-point distance. DTOD is published by ALK Associates of Princeton, NJ. PC\*Miler is their commercial, DTOD compliant product.

DTR – Defense Transportation Regulation 4600-R Part II

Detention – Charges assessed against the Government for delaying the release of Carrier equipment beyond allowed free time (See also Container Detention).

Discharging – The physical movement of cargo/container from the place of stowage on board a vessel to the pier.

Container/Cargo Diversion – To change the booked destination of a loaded container/trailer after transit has commenced, but before the container has commenced final drayage/linehaul from the port of discharge.

Drayage – The movement of cargo/container between the Carrier's terminal at the port where the cargo/container is loaded to or discharged from the vessel and another place within the commercial zone or modified zone of that United States port city or within a ten (10) mile radius of that city's limits, by means other than the Carrier's principal vessels, such as by highway or railway. See Commercial Zone.

Driver Standby Time – The period of time that the inland participating cargo carrier (truck driver) waits with the container during a split pick-up/delivery service.

Dry Container – A completely enclosed weatherproof container.

Explosives – Includes all military explosives (IMO Class 1.1, 1.2, 1.3), military lethal chemicals, and other items included in Title 49 Code of Federal Regulations, Part 171 et seq (CFR et seq).

FEU – Forty (40) foot equivalent unit.

Flatrack (Platform) Container – A container without weatherproof sides and/or top. Includes platforms and flatracks with rigid or collapsible ends. They can be end loaded, top loaded or side loaded.

Free-In/Free-Out – Loading and discharging services are to be performed by the Government.

Futile Effort – The good faith effort of a Carrier to accept cargo which is futile due to fault of the Government. Does not include the instance in which the Carrier spots a container for a particular booking which does not materialize, but is able to utilize the spotted container for another booking without returning the container to its place of origin.

General Cargo – All dry cargo other than refrigerated cargo and vehicles. Dry cargo refers to shipments of straight or mixed loads of the commodities listed in the DTR Part II including hazardous cargo and Class I lethal chemicals (See “Explosives” in this attachment for the reference citing the classes of lethal chemicals).

Government – The United States Government, its agents and Contractors, party to this Contract, and the Consignees, their agents and Contractors unless used in a context to refer to another Government such as a foreign or local government. Does not include Contractors party to this Contract. Ordering activities authorized under this Contract are included.

Government Tractor – A tractor used by the Government to transport the Contractor's containers placed on chassis or over-the-road trailers.

GTMO, Cuba – Destinations within 10 miles from the wharf are deemed to be in Guantanamo.

Hazardous Cargo – A substance or material including a hazardous substance, which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety and property when transported in commerce and which has been so designated.

Heavy Vehicles – A breakbulk/RORO cargo – Wheeled or tracked vehicles (unboxed) exceeding 10,000 lbs per unit.

Heavy Lift Cargo – Pieces and packages having a gross weight in excess of 50 long tons excluding wheeled or tracked vehicles on RO/RO vessels.

Hold Baggage – Unaccompanied baggage that is transported in the hold of a ship.

Household Goods – All items associated with the home and all personal effects belonging to a member and dependents on the effective date of the members' PCS/TDY order, that legally may be accepted and transported by an authorized commercial transporter.

Inoperable – Not capable of being operated. This shall not include vehicles, which are required to be inoperative for containerization.

International through Government Bill of Lading (ITGBL) Carrier – a Carrier or forwarder of personal property that holds an appropriate certificate(s) or permit(s) issued by a Federal or State regulatory agency approved by DoD. ITGBL Carriers are DoD designated Government Carriers with ordering authority to book Code 3 MHHG under this document.

JaxPort – Destinations within 15 miles from the pier are deemed to be in JaxPort.

K-Term - A container booking wherein the ocean Carrier accepts or terminates responsibility at the terminal. The Government is responsible for having the cargo or container either moved to and/or removed from the Carrier's terminal i.e., pier-to-pier service.

Light Vehicles – A breakbulk/RO/RO cargo – Wheeled or tracked vehicles (unboxed) up to and including 10,000 lbs per unit.

Linehaul – The movement of a container between the Carrier's terminal at the port where the container is loaded to or discharged from the vessel and another place outside the commercial zone or modified zone of that United States port city or beyond a ten (10) mile radius of the city limits by means other than the Carrier's principal vessels, such as by highway, railway, canal or river, or in specific instances by ferry or barge system.

Liner In/Liner Out – Carrier is responsible for the loading and/or discharging of cargo at port of origin and/or destination and all costs associated thereto.

Liner Terms – The Carrier assumes all responsibilities and cost for the cargo from the port or point where the cargo is receipted for by the Carrier to the destination port or point where the Carrier makes the cargo available to the consignee.

Loading – The physical movement of cargo/container from the pier to place of stowage on board a vessel.

M Term – The Carrier assumes all responsibilities and cost for the cargo from the point where the cargo is receipted for by the Carrier to the destination point where the Carrier makes the cargo available to the consignee i.e., door-to-door service.

Measurement Ton (MT) – Forty (40) cubic feet or 2,240 lbs., whichever will generate the highest tonnage units and revenue when applied to the dimensions and weight of cargo.

Military Surface Deployment and Distribution Command (SDDC) – Commander, Military Surface Deployment and Distribution Command, Contracting Center, Global Intermodal Distribution Division, SDAQ-G, is appointed and designated as the Contracting Office for this requirement.

Normal Access – Such access to the space as will permit efficient and expeditious loading and discharging by means routinely employed in commercial practice in loading and discharging like cargo in liner service in ships service of the same type as the Carrier's vessel.

No Show – Booked cargo that is not available for lift on board the scheduled vessel sailing through no fault of the Contractor and which was not timely cancelled.

Ocean Cargo Booking Office (OCBO) – The SDDC Activity which books DOD sponsored cargo for ocean movement, performs related contract administration, and accomplishes export/import ocean traffic management functions for DOD cargo moving within the DTS. May also perform authorized Customs Entries.

Ocean Cargo Clearance Authority (OCCA) – See Ocean Cargo Booking Office (OCBO).

Open Top Containers – A Container without a permanently affixed metal top. Top is a removable tarpaulin, which is supported by roof bows.

Ordering Activity – Includes the Commander, Operations Center (or his/her designee, and the Military Surface Deployment and Distribution Command, or his/her designee, and other agencies as designated.

Ordering Officer (OO) – Appointed by the Director, Contracting Center, SDDC, with a copy provided to the Carrier. Responsible for, but not limited to, the following: books cargo and issue shipping orders, samples bookings for low cost, monitors cargo allocation, recommends addition/deletion of routes/services, authorizes substitution of equipment and authorizes staging.

Over-Dimensional Cargo – Cargo that when booked to be shipped as container cargo where any one dimension exceeds any external container dimension of eight (8) feet wide or eight (8) feet six (6) inches high but does not exceed the following maximum dimensions:

Maximum Dimensions

Weight	Length	Width	Height
48,000 lbs.	40 feet 8 inches	11 feet	11 feet

Oversized Container Cargo – Cargo which when stowed aboard a cellular container ship would require more space than the space needed to load a forty (40) feet long, eight (8) feet six (6) inches high, eight (8) feet wide dry container; i.e., would require more than one (1) container space of this size. Exceptions to this definition are described as “Over Dimensional Cargo.”

Oversized Breakbulk Cargo – Cargo that has any one dimension over fifty (50) feet long, more than eleven (11) feet wide or over eleven (11) feet high, or as determined by the OO, requires special handling equipment for loading aboard or discharging from a vessel because of that cargo's atypical size. All wheeled or tracked vehicles regardless of size are excluded from this definition. Extra length charges are not applicable to cargo defined as oversized cargo.

Personal Property – Personal effects and property used or to be used in a dwelling when a part of the equipment or supply of such dwelling.

Place Designated By the Interstate Commerce Commission (ICC) – Places within the commercial zone of United States ports or inland cities, and places within a ten (10) mile radius

of the city limits of any U.S. port or inland city or limits of other places designated in the Schedule of Rates.

Platform – A container/trailer with no sides or top, but only the floor.

Procurement Contracting Officer (PCO) – The PCO is responsible for managing all contract actions and substantive contract changes. The terms PCO and CO are used interchangeably

Protected Stow – The placement of cargo in a manner, which can be stowed either above or below deck that will protect the cargo from wind, water, and other damages associated with the weather and sea.

Quality Assurance Evaluator (QAE) – QAE Representative of the government who has been appointed as a Quality Assurance Evaluator to be responsible for providing technical assistance to the Contracting Officer in administration of the contract. The QAE must be responsible for inspection and acceptance of materials and services rendered by the contractor.

Rail Intermodal Equipment – A unit for transporting commodities in trailer or container on freight-car service from point-to-point, constructed in such a manner that it may be mounted and secured on a car, chassis or bogie for the purpose of such locomotives.

Receiving Activity – Place, other than the Carrier's terminal, designated by the OO for receipt of cargo/containers from the Carrier for stuffing or unstuffing.

Refrigerated Container – A weatherproof container used for the carriage of controlled temperature cargo which is properly insulated against the effects of temperature outside the container and is equipped with mechanical, thermostatically temperature controlled air circulation or air exchange cooling equipment with venting capability capable of providing temperature protection to cargo, between seventy five (75) degrees and minus ten (-10) degrees Fahrenheit.

Regularly Scheduled Sailings – Sailing at regular intervals maintained between the same port ranges and consisting of regular arrivals and departures along an established route.

Relay Service – Service by which an ocean Carrier serving the port of origin by direct vessel call with one of its vessels and the port of destination by direct vessel call with another of its vessels provides transportation between such ports via an intermediate port served by both vessels at which cargo is transferred from one vessel to the other.

Required Delivery Date (RDD) – A date established by the application of the standards in the contract when cargo must be delivered by the Contractor. RDDs will not require delivery in less time than the standard, unless mutually acceptable between the OO and the Contractor in the booking.

Re-routing – To change the booked destination of a loaded container after final drayage/linehaul has commenced from the port of discharge. Short stop, stop-off, and re-spot shall not be considered rerouting regardless of when they occur.

Re-spot – To move a container from the initial point of delivery within a facility to another point within that facility.

Schedule – Where used, this term refers to the items listed in the CARES II SM tables as noted in the CLIN description. These tables contain the rates approved for use with this contract.

SEAVAN Service Codes – DTR codes which indicate the extent of service for which the ocean Carrier is paid.

When the ocean Carrier's responsibility for movement begins or ends:

K	At the Carrier's terminal (Pier Service).
L	In the commercial zone of the U.S. port city or, outside the U.S., within 10 miles of the port city limits. Certain port cities, which are divided into modified zones as listed in this Contract, are assigned codes 1-9 instead of L (Local Drayage per ICC).
1-9	In a modified zone for certain port cities as defined in this Contract. The number codes used COR/ACOR respond with the zone number in the Contract.
M	At any point not covered by codes K, L, or 1-9.
P	Same as Code M, except that one or more scheduled stop-offs in route to final destination have been booked with the ocean Carrier. Does not apply to local deliveries performed at the expense of the U.S. Government.
S	Same as Code T, except that one or more stop-offs in route to final destinations have been booked with the ocean carrier. Does not apply to local deliveries performed at the expense of the U.S. Government.
T	Same as Code L, 1-9, or M except cargo is booked as a "Through Shipment" under Single Factor Rates for Specialized Customer Requirements (SCR) Section cargo shipments.

Short Stop – To stop a stuffed container at the Carrier's terminal where the Government elects to take delivery.

Shut out – Cargo that is available for stevedoring but unable to be loaded on board the vessel to which it is booked, due to operational circumstances or overbooking of the vessel.

Single Factor Rate – A single rate that includes all segments of the international transportation move from origin to destination.

Sorting – Segregating, tallying and stacking of cargo into a warehouse or distribution center.

Split Pick-Up/Delivery – The subsequent movement of a conveyance from one load/off-load station within a facility to another load/off-load station within that same facility for additional stuffing and/or stripping.

Spot – The placement of a container for stuffing or stripping.

Staging – A delay in commencement of drayage or line-haul or delay in on-carriage transit requested by the Government. Containers may be staged at the carrier's terminal or port facility, or at any other location chosen by the carrier, such as a railhead or barge terminal. Constructive staging is a delay in the final receipt of the cargo by the Government at the inland destination after release and commencement of on-carriage from the discharge port caused by the Government's refusal or inability to accept the containers at the inland destination.

Stop-Off – An authorized stop to load or off-load partial shipments.

Stripping – The process of unloading a container.

Stuffing – The placement of cargo into a container including any necessary blocking, bracing, or dunnaging.

Surface Transportation Board (STB) – Successor Agency to the Interstate Commerce Commission and Commission Termination Successor Agency to ICC, the agent of Congress designated to implement the Interstate Commerce Act which regulates rates, rules, and practices of rail transportation lines engaged in interstate traffic, motor Carriers, common and contract water Carriers operating in domestic trade, and freight forwarding companies.

Swing Cargo – Cargo, which may be Containerizable or shipped breakbulk/RO/RO.

TEU – Twenty (20) foot equivalent unit.

Tractor – A motor vehicle designed primarily for hauling containers/trailers over the road.

Trailer – A vehicle designed without motive power, to be drawn by another vehicle and so constructed that no part of its weight rests upon the towing vehicle.

Transloading – A direct cross-dock transfer of cargo from one conveyance to another without grounding or storing the cargo.

Transshipment – To transfer goods from one transportation line to another, or from one ship to another.

Underdeck Stow – The placement of cargo in a manner which is stowed below the vessel's deck in its holds and protects the cargo from wind, water, and other damages associated with the weather and sea.

Van – A containerized vehicle permanently mounted on undercarriage and wheels.

Wheeled Or Tracked Vehicles (Unboxed and Containerizable) – Includes all types of unboxed, land or amphibious equipment or conveyances, set up on wheels or tracks, whether or not self-propelled, but excluding railroad locomotives and set up railroad rolling stock. Vehicles shall be freighted on the basis of extreme dimensions as offered for shipment.

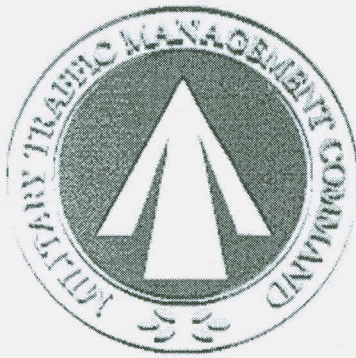
Working Day – Monday through Friday and excludes weekends and locally observed holidays.



## ATTACHMENT 2

ATTACHMENT 2

# Sealift Carrier Payment via PowerTrack



## Business Rules

Final – Version 3

January 22, 2002

**This document was updated on 13 October 2004 to reflect the change from Military Traffic Management Command (MTMC) to Surface Deployment and Distribution Command (SDDC).**

## **PURPOSE**

The purpose of this document is to establish business rules governing both carrier payments using the PowerTrack payment approach and documentation procedures for the Management Reform Memorandum (MRM)-15 Sealift implementation. This document presents the baseline business rules. These business rules are inclusive of both the “invoice” and the “invoice less” approach to carrier payment. Where a rule is specific to one approach, this document highlights the specificity.

## **OBJECTIVES**

The objectives of the two approaches for carrier payment are to:

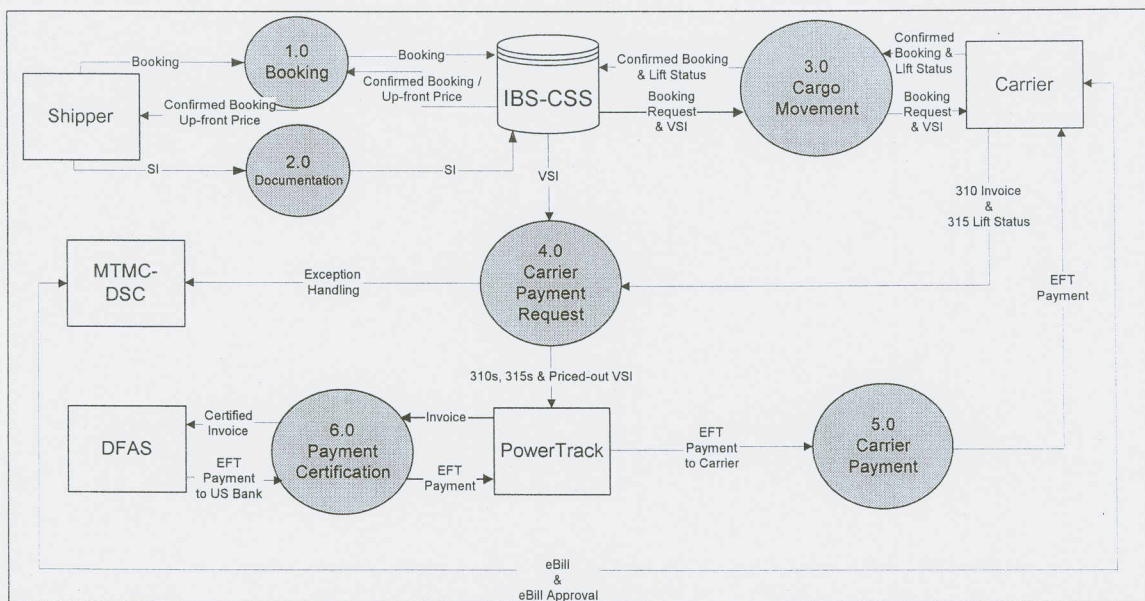
- Provide information visibility for all Stakeholders (Carriers, Defense Agencies, Military Shippers, Surface Deployment and Distribution Command (SDDC), etc.).
- Facilitate the use of electronic commerce by automating up-front pricing, carrier payment, generation of commercial shipping instructions, generation of customs data, and invoice certification.
- Generate relevant accounting feeds and financial processes to support accrual accounting for SDDC.
- Simplify mismatch resolution and facilitate eBills and eBill approvals.

## **SCOPE**

The scope of the implementation will remain within the Commercial Liner Business area and the shipments addressed will remain within the Transportation Working Capital Fund (TWCF). Implementation will be executed in phases. The first phase will include containerized Continental United States (CONUS) outbound shipments. Subsequent phases will include Government Bill of Lading-based shipments, breakbulk, and Outside Continental United States (OCONUS).

## PROCESSES

The process flow diagram shown below presents a general representation of the business rules for each process. Details of the business rules are described within the body of this document. Details of the processes and procedures are provided in the Concept of Operations (CONOPS) documents that have been developed for both the “invoice” and the “invoice less” approaches to carrier payment.



## Business Rules

The carrier payment process business rules relate to the primary functions in the payment process:

1. Booking
2. Documentation / Shipping Instructions
3. Cargo Movement and Customs Clearance
4. Carrier Payment Request
5. Carrier Payment
6. Payment Certification

## **1.0 BOOKING**

- 1.1 Shipper enters anticipated cargo reservation requirement request in the Integrated Booking System (IBS) to begin the booking process. The shipper's transportation office (TO) ensures that there is a valid and accurate Transportation Account Code (TAC) or Line of Accounting (LOA) on the service request and that a competent authority issued the request.
- 1.2 The booking request is then forwarded to the selected carrier by IBS via an Electronic Data Interchange (EDI) 300 transaction set (TS). This booking request does not include the up-front price estimate calculated by IBS.
- 1.3 Carrier provides booking confirmation via an 301 TS transaction back to IBS within two (2) hours after receipt of the 300 TS.
- 1.4 IBS, using the carrier selection criteria (i.e., VISA, workload, contracts, etc.), performs the booking and calculates the price based on the booking data entered. The up-front price to the shipper is based on Office of the Secretary of Defense (OSD) stabilized rates.
- 1.5 After the carrier has provided confirmation, IBS generates the confirmed booking data for the shipper. The confirmed booking data is stored in IBS where it is later used to generate the Verified Shipping Instruction (VSI).
- 1.6 Shipper can change the booking terms anytime prior to generating the Shipping Instructions (SI).

## **2.0 DOCUMENTATION / SHIPPING INSTRUCTIONS**

- 2.1 All booking related changes (terms, Port of Embarkation (POE)/Port of Debarkation (POD), assessorial, etc.) will be performed in IBS-Commercial Sealift Solutions (CSS) by SDDC-Fort Eustis Booking Office, working with the organization that created the data. If a change to a SI and/or 315 TS is required, SDDC Ft. Eustis Documentation Office will receive the update from the shipper and/or 315 TS from the carrier, and will enter it into IBS-CSS.
- 2.2 Shippers will submit SI to IBS-CSS on completion of container stuffing and based on the following guidelines:  
  
Non-Hazardous Cargo
  - a) SI submitted to IBS-CSS no later than 24 hours after vessel cut-off.
  - b) VSI received by carriers no later then vessel sail.

Hazardous Cargo

- a) SI submitted to IBS-CSS no later than 24 hours before vessel cut-off.
- b) VSI received by carriers no later than vessel cut-off.

Vessel port cut-off is calculated by IBS based on the vessel departure date entered into IBS by the carrier. The SI can be submitted directly to IBS-CSS or as a Transportation Control and Movement Document (TCMD) to the Worldwide Port System (WPS). One SI is generated per container.

- 2.3 All workload data matching between booking and SI data will be performed and stored in IBS-CSS *prior* to transmitting it as a "Priced-out VSI" to the carrier and PowerTrack. If there is not a match at the field level *for one of the primary data elements*, then the SI will be neither "verified" nor priced until the discrepancy is reconciled.
- 2.4 If there is a match between booking and SI data, then a VSI is created and stored in IBS-CSS, and transmitted to the carrier (unpriced) to provide shipment/order details. VSI's are also transmitted through the IBS pricing module in order to generate a "Priced-out VSI" which is transmitted to PowerTrack for carrier payment. This price will be calculated based on the services ordered and the contract under which the service request was booked.
- 2.5 If there is a mismatch between booking and SI data, SDDC Ft. Eustis Documentation Office will contact the shipper to resolve the discrepancy and make any necessary changes in IBS-CSS. Corrections to mismatched data are to be reconciled in IBS-CSS within three (3) Government Business Days (GBDs)<sup>1</sup> from the time the mismatch is flagged. If the mismatch occurs because one or more data elements are missing from the SI, then the SDDC Ft. Eustis Documentation Office will contact the shipper to obtain the information and update the record. After all corrections have been made, the VSI will be generated, priced and transmitted to PowerTrack.
- 2.6 If the SI has not been received in IBS-CSS within the time frame outlined in paragraph 2.2, SDDC Ft. Eustis Documentation Office will contact the shipper to determine if the SI was submitted or not. If the SI was submitted but not received, the SDDC Ft. Eustis Documentation Office will contact the responsible Information System Office who will then research and resolve the problem directly with the shipper. If the SI was not submitted, shipper will submit the data either directly to IBS-CSS or as a TCMD in WPS within one (1) GBD after notification of missing SI. Eutuis

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<sup>1</sup> Government Business Day is defined as a U.S. Federal Government work day and does not include Saturday, Sunday or federally approved holidays.

- 2.7 In accordance with the applicable contract, carriers will generate and transmit status transactions (315 TS) to IBS-CSS (via the Department of Defense EDI mailbox) for the Vessel Departure (VD) event no later than 24 hours after the event occurred. The carrier will generate and transmit one 315 TS for each container lifted. They will also transmit 315 TS data to U.S. Bank for entry into PowerTrack.
- 2.8 In the event a 315 TS is not received by IBS-CSS the SDDC Ft. Eustis Documentation Office will actively monitor the Missing 315 TS Report to detect instances where a 315 TS is not received. When a missing 315 TS is identified, SDDC Ft. Eustis Documentation Office will then contact the carrier to determine if the VD has occurred and the 315 TS was submitted. If the 315 TS was not submitted carrier will submit the data within one (1) GBD of notification that the 315 TS is missing. If the 315 TS was submitted, then the responsible Information System Office will research and resolve the problem with the carrier.
- 2.9 In the event PowerTrack does not receive a 315 TS, carrier will search PowerTrack for records where there is no transit status (VD). If any records are found the carrier will update them with VD data immediately. The carrier must also ensure that an invoice is provided if that is its normal process.
- 2.10 Upon receipt of the 315 TS in IBS, IBS-CSS will match workload data between the VSI and the 315 TS to ensure that the container was lifted, and cargo routing is the same as documented in the VSI.
- 2.11 If there is a match between VSI and 315 TS in IBS-CSS, then IBS-CSS generates the Updated Shipping Instructions (USI) feed that is transmitted to WPS to support customs clearance at the POD. Nothing further will be transmitted to PowerTrack for carrier payment, however, IBS-CSS will send a billing feed (with the OSD stabilized price) to support the SDDC customer billing process.
- 2.12 If there is a mismatch between VSI and 315 TS in IBS-CSS, SDDC Ft. Eustis Documentation Office will monitor the Exception Report and will contact the carrier and shipper notifying them of the discrepancy. SDDC Ft. Eustis Documentation Office will make necessary changes in IBS-CSS within three (3) GBDs after the discrepancy has been identified. If this data discrepancy does not result in a price change, nothing further will be transmitted to PowerTrack.
- 2.13 If there is a mismatch between VSI and 315 TS data *that results in a price change* (from the original priced-out VSI transmitted to PowerTrack), the SDDC Ft. Eustis Documentation Office will contact the carrier to resolve the discrepancy and make the necessary changes in IBS-CSS within three (3) GBDs after the discrepancy has been identified. Once the discrepancies are resolved, IBS-CSS will then re-price the VSI and retransmit to PowerTrack.

- 2.14 If carrier payment has not yet been executed via PowerTrack, the “re-adjusted VSI” will serve as the Government’s expected charges. If payment has been executed (using the original priced-out VSI), the price variance will then be offset via the eBill process that can be initiated by either the Government or carrier.
- 2.15 Carriers may have access to the IBS-CSS website to view, but not change, booking, SI, VSI, and 315 TS data.
- 2.16 Actual carrier payment will be based on the services provided under the contract, or tariff, in effect at the time lift occurs.

### **3.0 CARGO MOVEMENT AND CUSTOMS CLEARANCE**

- 3.1 SDDC Ft. Eustis is ultimately responsible to ensure that the carrier is provided with a VSI.
- 3.2 Carrier will perform services based on the following criteria:
  - 3.2.1 Carriers are required to perform services based on VSI if there is a discrepancy between the VSI and booking and the VSI is made available to the carrier prior to container loading at the port.
  - 3.2.2 If the carrier receives the VSI after container loads the vessel and the POD is not changed (from the original booking) carrier is to perform services based on VSI.
  - 3.2.3 If the carrier does not receive the VSI and the container is to be loaded aboard the vessel, carrier to perform services based on booking.
- 3.3 The SDDC POD will generate customs documentation using data provided by Worldwide Port System (WPS) in the form of the Updated Shipping Instruction (USI). POD will also have access to the on-line customs screens in IBS-CSS to support cargo movement and customs clearance.
- 3.4 In the event the VSI is not received by the carrier prior to vessel departure, the carrier will notify SDDC Ft. Eustis Documentation Office, which will determine if the SI was submitted. If the SI was submitted but not received, the responsible Information System Office will research and resolve the problem with the shipper. If the SI was not submitted, the SDDC Ft. Eustis Documentation Office will ensure that the shipper submits the data either directly to IBS-CSS or as a TCMD into WPS within one (1) GBD.

- 3.5 In the event the USI is not received at the POD, the SDDC Port representative will notify the SDDC Ft. Eustis Documentation Office, who will determine if the USI was generated in IBS-CSS and transmitted to WPS.
- 3.5.1 If the USI was generated in IBS-CSS, the SDDC Ft. Eustis Documentation Office will contact the responsible Information System Office, who will research and resolve the problem to include retransmission of the USI to the POD, and report their finding to the SDDC Ft. Eustis Documentation Office. In the meantime, the SDDC Ft. Eustis Documentation Office can direct the SDDC Port representative to access the Customs Data available in IBS-CSS to supplement information received from the carrier.
- 3.5.2 If the USI was not generated in IBS-CSS, the SDDC Ft. Eustis Documentation Office will determine the cause (missing SI, missing 315 TS, or unmatched 315 TS/VSI). Then SDDC Ft. Eustis Documentation Office will take the appropriate action, including manual entry of the SI or 315 TS VD into IBS-CSS, to accomplish USI generation or correction of data within one (1) GBD of notification of missing USI.
- 3.6 In the event there is a change in service after lift has occurred, the entity ordering the change will notify the SDDC Ft. Eustis Booking Office. The SDDC Ft. Eustis Booking Office will then notify SDDC Ft. Eustis -Resource Management (RM) so that any required rate adjustments can be made in PowerTrack. SDDC Booking Office will also notify the shipper and carrier of any change in service.
- 3.6.1 If the shipper initiated the change of service, the shipper will notify the SDDC Ft. Eustis Booking Office.
- 3.6.2 If a SDDC Overseas Booking Office initiated the change of service, then that Booking Office will notify the SDDC Ft. Eustis Booking Office as well as SDDC Ft. Eustis -RM.
- 3.6.3 If the POD initiated the change of service, that POD will notify the responsible SDDC Booking Office as well as SDDC Ft. Eustis -RM.
- 3.6.4 If the carrier initiated the change of service, the carrier will notify the responsible SDDC Booking Office, which will then notify the shipper, SDDC POD, SDDC Overseas Booking Office, and SDDC Ft. Eustis -RM. If there is a change in the POD that results in a documentation charge, the SDDC Ft. Eustis -RM will collect on behalf of government.

- 3.7 In the event the change of service is a diversion, the entity ordering the change will follow the steps outlined in paragraph 3.6 and in addition will ensure that the carrier and the new POD are informed. The new POD will then enter IBS-CSS and pull down customs data using the "POD Diversion" function. The carrier will submit an eBill for the charges if the diversion was at government request.
- 3.8 In the event the change in service ordered is outside the scope of the contract, then SDDC Ft. Eustis -RM will notify the SDDC Contracting Officer who will ensure the legality of the transaction.
- 3.8.1 If the service ordered is within the scope of the contract but no rate exists, then the SDDC Contracting Officer will establish a rate for payment to the carrier and notify SDDC FT. ETUIS-RM.
- 3.8.2 If the service ordered is not within the scope of the contract, the SDDC Contracting Officer will notify the SDDC Ft. Eustis Booking Office for a determination as to what action will be taken.
- 3.9 In the event there are detention charges associated with a container, the carrier will send a carrier detention invoice to the SDDC Booking Office or designated Port Office. The SDDC Booking Office or Port Office will determine the validity of the charges and if approved, will certify the carrier invoice and provide the original to SDDC Ft. Eustis -RM and a copy to the originating carrier office. The carrier will submit an eBill to PowerTrack for the additional charge. SDDC Ft. Eustis -RM will approve the eBill transaction in PowerTrack based on the certified carrier invoice received from the SDDC Booking Office or SDDC Port Office.
- 3.10 In the event of potential liquidated damages, the party making the claim will notify the SDDC Contracting Officer. The SDDC Contracting Officer will research the validity of the claim and recommend appropriate action. Party to whom liquidated damages will accrue is TBD.

#### **4.0 CARRIER PAYMENT REQUEST**

- 4.1 The carrier may send an electronic invoice to PowerTrack via an EDI 310 transaction or choose the invoice less model.
- 4.2 Regardless of the invoice submission option, the carrier is required to submit status transactions (315 TS) to PowerTrack and the Government to confirm lift.
- 4.3 A transaction in PowerTrack can be updated with shipper data from IBS-CSS or the carrier *prior to* the carrier being paid. PowerTrack will accept and replace

transaction sets with the most recently submitted data. In situations where transactions are updated, remarks must be documented in PowerTrack for audit purposes.

- 4.4 In the event that a data update results in a price change after a transaction has been approved for payment, but prior to execution of the transaction (invoiceless manual payment approach), the transaction will not be executed. SDDC Ft. Eustis -RM and the carrier will be notified in an on-line exception report (called "Audit Exceptions". SDDC FT. ETUIS-RM will then need to reconcile the discrepancy so that the transaction can be re-approved in Powertrack.
- 4.5 In the event that a data update is transmitted to PowerTrack, but payment has been executed, SDDC Ft. Eustis -RM and the carrier will be notified and will resolve via the PowerTrack eBill process.
- 4.6 Any post lift charges incurred as a result of service change orders (e.g. detention and diversion) will be processed by SDDC Ft. Eustis -RM via the PowerTrack eBill process.
- 4.7 All pricing details by Port Call File Number (PCFN), container, or type service level will be viewable in PowerTrack via the Internet. Carriers will not have the capability to view the price in IBS-CSS prior to sending an invoice/payment request (or 315 TS for invoice less approach) to PowerTrack.
- 4.8 VSI data will be priced out at the ocean freight, accessorial, and type service level for transmission to PowerTrack.
- 4.9 If a priced-out VSI has not been generated by the time the carrier's 315 TS is received by PowerTrack, the SDDC Ft. Eustis Booking Office will ensure that a priced out VSI is transmitted to PowerTrack within three (3) GBDs from the time the 315 TS was received in PowerTrack (see section 2.0 Documentation).
- 4.10 Carrier invoices will separate the charges into the type service level.
- 4.11 Carriers following the invoice approach will submit their invoice data via an EDI 310 TS to PowerTrack after VD. This invoice will have a data element structure agreed to by all participants (Government, carrier, U.S. Bank).

## **5.0 CARRIER PAYMENT**

- 5.1 Carrier payment cannot begin until there is confirmation that services have been performed. The event to confirm that services have been performed will be the receipt of the carrier's status transaction (315 TS) for the VD event. Confirmation of lift must be recorded in PowerTrack before the carrier is paid.

5.2 Carriers will have the option of either submitting an electronic invoice to PowerTrack or not.

5.2.1 Regardless of the invoice submission option, carrier payment will be automatically approved.

5.2.2 If carrier has elected to submit an invoice (the invoice approach), payment will be executed if the dollar amount in SDDC's priced-out VSI equals the amount in the carrier's invoice transmission, or is within a pre-established tolerance, and if the PCFN and Container Number match as well.

5.2.3 If the priced-out VSIs and the carrier's invoice do not match, the discrepancy must be resolved. Discrepancies found after carrier payment will be resolved via eBill process.

5.2.4 SDDC FT. ETUIS-RM will have the option of establishing a tolerance level with the bank outside of which payment will not be automatic. If a payment is outside the tolerance level, the entire transaction will be put into Audit Exception, and no payment will be made until the carrier and SDDC Ft. Eustis-RM reach resolution.

5.2.5 If the carrier sends only a status transaction (315 TS) to PowerTrack (no invoice), PowerTrack will automatically generate a payment transaction when the carrier's 315 TS enters PowerTrack and there is a match between the 315 Ts and SDDC's priced-out VSI. This matching is done at the PCFN-container level, and will match PCFN, and Container Number.

Any credits required after payment has been executed will be adjusted by SDDC-RM via the eBill process.

5.3 SDDC FT. ETUIS-RM will monitor the Audit Exception Report to determine pricing discrepancies between the buyer and seller. SDDC Ft. Eustis-RM will resolve any discrepancies and make corrections into PowerTrack and approve payment. In the event SDDC FT. ETUIS-RM is unable to reconcile pricing discrepancies, SDDC FT. ETUIS-RM will contact the SDDC Ft. Eustis Booking Office for correct pricing. On receipt of the correct price, SDDC Ft. Eustis-RM will update and approve the transaction in PowerTrack.

5.4 SDDC Ft. Eustis-RM will then have three (3) GBDs from the time the discrepancy is flagged in PowerTrack to respond to it. SDDC Ft. Eustis-RM and the carrier are responsible for researching and resolving the discrepancy.

- 5.5 Once resolution is achieved, the transaction or data will then be correctly updated in both PowerTrack and IBS-CSS. Remarks will also be made in PowerTrack for audit control purposes.<sup>2</sup> Payment will then be remitted to the carrier via Electronic File Transfer (EFT). *(Rules governing EFT payment will be finalized with each carrier individually by U.S. Bank)*
- 5.6 In instances of carrier overpayment, lowered Government price, or where additional charges are incurred *after original payment has been executed*, adjustments or “offsets” will be made by SDDC Ft. Eustis-RM through use of an eBill. All eBills will require manual approval by SDDC Ft. Eustis RM for processing. Either the carrier or SDDC FT. ETUIS-RM will be able to submit an eBill. Once in PowerTrack, either the carrier or SDDC Ft. Eustis-RM will have three (3) GBDs to respond to an eBill.<sup>3</sup>
- 5.7 If an eBill is disputed, the transaction will not be executed until resolution is obtained by SDDC Ft. Eustis-RM within three (3) GBDs.

## 6.0 PAYMENT CERTIFICATION

- 6.1 SDDC Ft. Eustis-RM will be the certification office for the monthly U.S. Bank invoices. The Defense Finance and Accounting Service (DFAS) will remit payment to U.S. Bank.
- 6.2 On a monthly basis, SDDC Ft. Eustis-RM will retrieve the Monthly Billing Statement (MBS) from the PowerTrack website. The charges on the monthly invoice will be rolled up by Line of Accounting. However, for every booking, SDDC Ft. Eustis-RM will have the capability to drill down to container, type service, and/or accessorial charge level to view the data necessary to certify the invoice.
- 6.3 SDDC Ft. Eustis -RM will stamp the invoice with the availability date and review the invoice to ensure it reflects accurate charges.
- 6.4 After SDDC Ft. Eustis -RM certifies the hardcopy MBS, the certified statement is sent (fax or overnight mail express is recommended) to DFAS-Omaha. In the future, electronic on-line certification and transmission will be provided. The SDDC SDDC Ft. Eustis RM must ensure that the certified invoice arrives at

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<sup>2</sup> If the error pertains to the 315 TS, then the carrier will make the documentation correction and remarks in PowerTrack. If the error pertains to either booking or SI/VSI data, then SDDC Ft. Eustis Booking Office will make the correction in IBS-CSS. IBS-CSS will then re-price and send the updated transaction to PowerTrack

<sup>3</sup> If it is a carrier submitted eBill, then SDDC Ft. Eustis-RM approves/disputes the offset. If SDDC Ft. Eustis-RM submitted the eBill, the carrier approves/disputes the offset.

DFAS-Omaha within 10 calendar days after the invoice is received from U.S. Bank.

- 6.4.1 If SDDC SDDC Ft. Eustis-RM wants to dispute a charge appearing on the MBS, then thy will research the charge with the point of contact at U.S. Bank.
- 6.4.2 U.S. Bank will be paid in accordance with the Prompt Payment Act. The Prompt Payment "clock" date is the day the invoice is first available to SDDC SDDC Ft. Eustis-RM (Certification Office).

## ATTACHMENT 3

City Groups are referred to SDDC's website due to the volume and size of its contents

# ATTACHMENT 4

# ATTACHMENT 4

Enclosure (3) to CGD SEVENINST 16711.1A

## REQUIREMENTS FOR UNINSPECTED TOWING VESSELS

<b>Personnel Licensing</b>	<b>CFR CITE</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
MMD's for vsls 100GT, not on Rivers routes	46 CFR 12.02-7			
Properly licensed operator for towing vsls 26Ft. License in operator's possession; endorsed for proper route; with radar endorsement or Certificate	46 CFR 15.610			
Operator for second watch on trip 12hrs (On 2 watch rotation)	46 CFR 15.705(d)			
<b>Documentation (Vessels of at least 5 Net Tons)</b>	<b>CFR CITE</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
Document endorsed for coastwise trade	46 CFR 67.7			
Official number affixed on interior structure	46 CFR 67.121			
Name and hailing port displayed	46 CFR 67.123			
Document w/Official Number on board and valid	46 CFR 67.313			
<b>Documentation (Vessels less than 5 Net Tons)</b>	<b>CFR CITE</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
State numbering certificate on board	33 CFR 173.21			
3" state numbers on each bow	33 CFR 173.27			
<b>Communications &amp; Publications</b>	<b>CFR CITE</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
VHF radio w/CH 13, 16, & 22 for vsls 26FT	33 CFR 26.03			
Copy of Inland Rules vsls 12 meters	33 CFR 88.05			
Charts, Maps, and General Publications	33 CFR 164.72			
FCC Ship/Station license	47 CFR 80.25			
Radio Operator's permit	47 CFR 80.163			
<b>Navigation Equipment</b>	<b>CFR CITE</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
Proper nav lights: bow, stern, sidelights, mast & towing	COLREGS Rule 24			
Sound producing device	COLREGS Rule 33			
Bell: Vessel 12-20 M = 8" dia.; over 20 M = 12" dia.	33 CFR 86.23			
Searchlight	33 CFR 164.72			
Magnetic Compass	33 CFR 164.72			
Marine Radar (02 Aug 97)	33 CFR 164.72			
Echo Depth-Sounding Device	33 CFR 164.72			
Electronic Position-Fixing Device	33 CFR 164.72			
<b>Drug Testing</b>	<b>CFR CITE</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
Operator aware of intoxication prohibitions	33 CFR 95.020			
Company participation in a drug testing program	46 CFR 16.205			
Casualty drug testing procedures	46 CFR 16.240			
<b>Marine Casualty Reporting</b>	<b>CFR CITE</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
Operator aware of hazardous condition reporting requirements	33 CFR 160			

# ATTACHMENT 4

Operator aware of marine casualty reporting requirements	46 CFR 4.05-1			
<b><u>Lifesaving Equipment</u></b>	<b>CFR CITE</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
Type I PFD for vsls 40' long or greater	46 CFR 25.25-5(c)			
Ring Life Buoy for vsls 26ft	46 CFR 25.25-5(d)			
With light if on Oceans or Coastwise route;	46 CFR 25.25-13			
Personal Flotation Devices with retro tape	46 CFR 25.25-15			
EPIRB for vsls greater than 36ft; high seas	46 CFR 25.26-20			
<b><u>Fire Fighting Equipment</u></b>	<b>CFR CITE</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
Fire Extinguishing Equipment	46 CFR 25.30			
<b><u>Oil Pollution Prevention</u></b>	<b>CFR CITE</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
COFR required for vsls 300 GT	33 CFR 130.1			
Oil containment system at hose connections, vents, & fills; vsls 100 gt	33 CFR 155.320			
Pumping, piping & discharge system for oily water mixtures; vsls 100 gt	33 CFR 155.410/420			
Pollution Placard for vsls >26ft posted in machinery space	33 CFR 155.450			
Oil transfer procedures available & posted where easily seen & used by crew during oil transfers; vsls 250 BBLS capacity.	33 CFR 155.720			
No oil draining into bilge	33 CFR 155.770			
Excessive fuel oil in bilges	33 CFR 177.07(c)			
<b><u>Marine Sanitation Devices (MSDs)</u></b>	<b>CFR CITE</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
Marine sanitation device for installed toilet	33 CFR 159.7			
Overboard valve for holding tank closed inside 3 mi. from shore	33 CFR 159.53(c)			
<b><u>Garbage Pollution Prevention</u></b>	<b>CFR CITE</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
Waste management plan for vsls 40ft	33 CFR 151.57			
Garbage placard(s) posted for vsls 26ft	33 CFR 151.59			
<b><u>Operational Requirements for Towboats handling Single Hull Tank Barge 5000 gross tons</u></b>	<b>CFR CITE</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
Bridge Resource Management (1 Feb 97)	33 CFR 157.415			
Watch Policy & Procedures (1 Feb 97)	33 CFR 157.420			
Vital System Survey	33 CFR 157.435			
Autopilot Alarm or Indicator	33 CFR 157.440(b)			
Emergency Steering (27 Nov 97)	33 CFR 157.460			
<b><u>Operational Requirements</u></b>	<b>CFR CITE</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
Towline/Terminal Gear for towing astern	33 CFR 164.74			
Towline/Terminal Gear for towing alongside/pushing ahead	33 CFR 164.76			
Navigation Underway: Towing Vessels	33 CFR 164.78			
Tests and Inspections: steering systems, navigational equipment, communications, lights, terminal gear, propulsion systems	33 CFR 164.80			
Maintenance, failure, reporting, deviation and authorization	33 CFR 164.82			

# ATTACHMENT 5

## Performance Requirement Summary - Solicitation W81GYE-06-R-0014

Performance Objective	Description	Measure	How Measured	Responsibility	Comments (See Note 1)
1	Schedule Input and Maintenance 5.3.1	100%	Sample on Quarterly Bas	COR	e-cdr
2	Vessel Posting to CARE II 5.3.2	No measure			
3	Booking Acceptance 5.3.3	100%	Daily Reports	Booking Office	e-cdr as required to COR
4	Spotting Empty Containers 5.4.1	100%	Exception Report	COR	e-cdr
5	Container Pickup 5.4.2	100%	Exceptions Report	COR	e-cdr
6	Chassis Requirement	No measure			
7	GTMO Inland Delivery 5.4.4	100%	Exception Report	COR	
8	CONUS Discharge/ Inland Delivery	100%	Exception Report	QAE	e-cdr to COR
			Outgate Information	QAE	e-cdr to COR and consignee
9	Controlled Atmosphere Service 5.5.1	100%	Exception Report	QAE/GTMO	e-cdr to COR,consignee and shipper
10	Cargo Handling	No measure	OS&D Report	COR	e--cdr
11	Provide Tally Sheets 5.5.3	100%	Upon occurrence	QAE	e-cdr to COR
12	Notification of Damaged Cargo	No measure	OS&D report	COR	e-cdr
13	Re-spot Service	No measure			
14	POV Processing 5.5.6	100%	Exception report	QAE	e-cdr to COR
15	Flat-racks Service 5.5.7	100%	Exception report	QAE	e-cdr to COR
16	Quality of Refrigerated Containers 5.5.6	100%	Exception report	QAE	e-cdr to COR and consignee
17	Temperature Recorder 5.6.3	100%	Exception report	QAE	e-cdr to COR
18	Maintenance and Fuel	No Measure			
19	Provide Hazardous Waste Containers	No Measure			
20	Container Identification	No Measure			
21	Equipment Pools 5.10.1	100%	Exception report	QAE	e-cdr to COR
22	Break Bulk Service	No measure	OS&D Report	COR	
23	Operational Reports 5.12.5	90%	Reports as Specified	COR	e-cdr
24	Event Reporting 5.13.1.3	100%	Reports as Specified	COR	e-cdr
25	Accuracy of EDI transactions 5.13.1.4	90%	Exception Report	COR	e-cdr
Note 1:	e-cdr is an electronic contract discrepancy report and should be filed on each violation. May result in a note in the annual Performance Assessment Report (PAR) or Liquidated Damages (See 52.211-11)				

<b>A AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. <b>0001</b>	3. EFFECTIVE DATE <b>30 DEC 2005</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>SDDC Contracting Center Business Support Office 200 Stovall Street - Room 12S47/SDAQ-G Alexandria, VA 22332-5000</b>		7. ADMINISTERED BY (If other than Item 6) <b>SDDC Contracting Center Carolyn Corria -(703) 428-2038 corriac@sddc.army.mil Alexandria, VA 22332-5000</b>	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) <b>TO ALL POTENTIAL OFFERORS</b>			(4)	9A. AMENDMENT OF SOLICITATION NO. <b>W81GYE-06-R-0014</b>
				9B. DATED (SEE ITEM 11) <b>13 DEC 2005</b>
			<b>X</b>	10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

**SEE ATTACHED PAGE(S)**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>WILLIAM E. MILLS, Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

The RFP is amended as follows:

1. Delete the sentence in Section 1.2.2.1 "No bunkers are available at the port."
2. Add to Section 1.2 the following: Section 1.2.2.16 to read: NAVSTA GTMO has 16 receptacles for plugging in refrigerated containers. These receptacles are located on the back side of Building 260, Cold Storage which is approximately 300 feet or more from Wharf Bravo where the vessel normally load/unload cargo. There are at least three or four other locations on the base where consignees take possession of refrigerated containers that do not have any plug-in receptacles and will require carrier to provide gensets/fuel to maintain the temperature of the reefer during the freetime.
3. Section 4.4.2.3 last sentence is changed to read: One MT (40 cubic feet) of breakbulk, will be calculated as one Forty foot Equivalent Unit (FEU).
4. Add Section 5.6.4.1 – At the time of booking, the OO may order gensets for reefer containers for delivery to the consignee that **may or may not** have reefer plugs. This surcharge applies without regards to the size of the container in accordance with the surcharge rates set forth in CARE II- SM. Gensets and tank of fuel must be maintained by the carrier for the duration of free time while in the possession of the consignee.
5. Add Section 7.3.8 to read: Genset Rental Surcharge The carrier will be paid an additional rental surcharge per container lumpsum when gensets are ordered for reefers containers as indicated in the CARE II-SM
6. Add to Attachment 1 Acronyms and Definitions the following:  
Gensets – Gensets are diesel generators that generate electrical power for the reefer. They may consist of a diesel engine coupled to an alternator and produces sufficient electrical power to operate reefers during periods when shore power is not available. The fuel tank of a genset can carry from 60 to 120 gallons of fuel. Two types of gensets are listed below.  
  
Clip-on gensets are designed to be mounted on the front of a reefer container -a pre-requisite may indicate that the reefers are fitted with two pockets in which the genset will hang. Clip ons are easily removable from the container.  
  
Under-slung gensets are attached beneath a standard chassis frame. An underslung is affixed with little labor and is maintained on the same chassis until removed.
7. Jaxport-Jacksonville, FL- For the purpose of this contract, references to Jaxport and Jacksonville, FL vessel operations and on-site office space are used interchangeably with Blount Island unless otherwise clearly stated that it is not Blount Island.
8. Section 8.7 Equipment Interchange- The last sentence should read " The equipment will be returned to the carrier at the port of embarkation" vice debarkation.

Pre-Proposal Conference Questions and Answers  
21 December 2005  
Fort Eustis, VA

1) Would the Government consider having a bunker adjustment (BAF) included in this contract? This would remove a lot of risk related to the rise and fall of bunker prices is negated and it would likely result in a lower price to the Government. It is also in line with other contracts that the SDDC has, such as Azores, Ascension Island, Iceland, USC05.

**Government Response: No, due to the fact it is a short distance between the ports and offerors have the opportunity to include in their rates the current and estimated fuel prices for the option periods.**

2) Would the Government consider having the same container leasing and detention rates for the GTMO contract as they have for the USC05 contract?

**Government Response: No. USC consists of different trade routes and multiple carriers and other considerations vice the GTMO being a dedicated contract with one carrier.**

3) Due to the sensitive nature of the mission, are there any special security requirements, such as small arms for the vessel, crew vetting, security cameras for the warehouse, etc.?

**Government Response: The carrier must comply with the Homeland security, port authority and other Government Agencies for security as required for ocean transportation and the custom of the trade. The carrier is not responsible for security cameras at the warehouse. The carrier can provide cameras and other means as an enhancement to their proposal if they choose to do so.**

4) Can you please explain what facility security is required under item number 8.5.3 of the RFP?

**Government Response: IAW 33 CFR Part 105 applicable to shipping.**

5) Must the vessel be at Blount Island Marine Terminal, Jacksonville FL?

**Government Response: Yes. The vessel port call shall be within Blount Island as defined at the port.**

6) Will the Government position empty containers, chassis, and other equipment for the Contractor at the commencement of the contract?

**Government Response: No. It is the responsibility of the carrier to position the necessary equipment for the transporting of the cargo.**

Pre-Proposal Conference Questions and Answers  
21 December 2005  
Fort Eustis, VA

7) Will the Government arrange to get the Contractor's pre-positioned equipment to GTMO and/or pay for it the pre-positioning of equipment?

**Government Response: No. The carrier may carry pre-positioned equipment to GTMO at their convenience or at the time of the first sailing to which government cargo is booked.**

8) Will the Government pay for the U.S. Customs inspections of cargo (8.1.15)?

**Government Response: Yes as a reimbursable item under the contract. A copy of the expense charged and the proof of payment to customs submitted via carrier's invoice to the paying office.**

9) Will there be an inspection of the equipment (vessels, chassis, cranes, containers, power packs, etc.) offered by the Contractor prior commencement of service?

**Government Response: If the Government choose to do so in accordance with the contract.**

10) Is fuel (Diesel Marine Fuel (DFM)) available to the Contractor in GTMO?

**Government Response: Section 1.2.2.6 states that it is available.**

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO <b>0002</b>	3. EFFECTIVE DATE <b>06 Jan 2006</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>SDDC Contracting Center Business Support Office 200 Stovall Street - Room 12S47/SDAQ-G Alexandria, VA 22332-5000</b>		7. ADMINISTERED BY (If other than Item 6) <b>SDDC Contracting Center Carolyn Corria -(703) 428-2038 corriac@sddc.army.mil Alexandria, VA 22332-5000</b>	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) <b>TO ALL POTENTIAL OFFERORS</b>			(4)	9A. AMENDMENT OF SOLICITATION NO. <b>W81GYE-06-R-0014</b>
				9B. DATED (SEE ITEM 11) <b>13 DEC 2005</b>
			<b>X</b>	10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, **X** is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

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	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_ copies to the issuing office.

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**SEE ATTACHED PAGE(S)**

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15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

The RFP is amended as follows:

Section 4.4.2.3 last sentence is changed to read: 40 MT of Breakbulk cargo will be computed as one FEU.

Nothing follows

<b>A MENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. <b>0003</b>	3. EFFECTIVE DATE <b>10 Jan 2006</b>	4. REQUISITION/PURCHASE REQ NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>SDDC Contracting Center Business Support Office 200 Stovall Street - Room 12S47/SDAQ-G Alexandria, VA 22332-5000</b>	CODE <b>DAMT01</b>	7. ADMINISTERED BY (If other than Item 6) <b>SDDC Contracting Center Carolyn Corria -(703) 428-2038 corriac@sddc.army.mil Alexandria, VA 22332-5000</b>	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) <b>TO ALL POTENTIAL OFFERORS</b>			(4)	9A. AMENDMENT OF SOLICITATION NO. <b>W81GYE-06-R-0014</b>
				9B. DATED (SEE ITEM 11) <b>13 DEC 2005</b>
			<b>X</b>	10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

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IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

**SEE ATTACHED PAGE(S)**

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15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>WILLIAM E. MILLS, Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

The following has been changed to read:

### III. ORAL PROPOSALS

#### Oral Presentation Guidelines

- a. The offeror's technical proposal shall consist of an oral presentation supported by the written proposal materials, which will be scheduled after receipt of offers. The GOVERNMENT will advise offerors of the date and time for presentation of their Oral Technical Proposal. Offerors that fail to show for their scheduled presentation, with the exception of those delayed by an act of God, shall be given a zero for the presentation. Total presentation time shall be no longer than two (2) hours.

Nothing follows

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. <b>0004</b>	3. EFFECTIVE DATE <b>11 Jan 2006</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>SDDC Contracting Center Business Support Office 200 Stovall Street - Room 12S47/SDAQ-G Alexandria, VA 22332-5000</b>	CODE <b>DAMT01</b>	7. ADMINISTERED BY (If other than Item 6) <b>SDDC Contracting Center Carolyn Corria - (703) 428-2038 corriac@sddc.army.mil Alexandria, VA 22332-5000</b>	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) <b>TO ALL POTENTIAL OFFERORS</b>			(4)	9A. AMENDMENT OF SOLICITATION NO. <b>W81GYE-06-R-0014</b>
				9B. DATED (SEE ITEM 11) <b>13 DEC 2005</b>
			X	10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers X is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

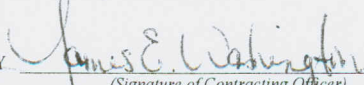
(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
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	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The date and time for submission of offers has been change to: 20 January 2006 at 12:30 p.m.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>JAMES E. WASHINGTON, Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	

<b>A MENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. 0005	3. EFFECTIVE DATE 19 Jan 2006	4. REQUISITION/PURCHASE REQ NO	5. PROJECT NO (If applicable)
6. ISSUED BY SDDC Contracting Center Business Support Office 200 Stovall Street - Room 12S47/SDAQ-G Alexandria, VA 22332-5000	CODE DAMT01	7. ADMINISTERED BY (If other than Item 6) SDDC Contracting Center Carolyn Corria -(703) 428-2038 corriac@sddc.army.mil Alexandria, VA 22332-5000	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)  TO ALL POTENTIAL OFFERORS		(4)	9A. AMENDMENT OF SOLICITATION NO W81GYE-06-R-0014
			9B. DATED (SEE ITEM 11) 13 DEC 2005
		X	10A. MODIFICATION OF CONTRACT/ORDER NO
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The date and time for submission of offers has been change to: 03 February 2006 at 12:30 p.m.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JAMES E. WASHINGTON, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

<b>A AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO <b>0006</b>		3. EFFECTIVE DATE <b>2 Feb 2006</b>		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)					
6. ISSUED BY SDDC Contracting Center Business Support Office 200 Stovall Street - Room 12S47/SDAQ-G Alexandria, VA 22332-5000		CODE DAMT01		7. ADMINISTERED BY (If other than Item 6) SDDC Contracting Center Carolyn Corria -(703) 428-2038 <a href="mailto:corriac@sddc.army.mil">corriac@sddc.army.mil</a> Alexandria, VA 22332-5000	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) <b>TO ALL POTENTIAL OFFERORS</b>				(4)	9A. AMENDMENT OF SOLICITATION NO. <b>W81GYE-06-R-0014</b>
					9B. DATED (SEE ITEM 11) <b>13 DEC 2005</b>
				<b>X</b>	10A. MODIFICATION OF CONTRACT/ORDER NO.
					10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

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(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The date and time for submission of offers has been change to: 17 February 2006 at 12:30 p.m.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>JAMES E. WASHINGTON, Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. <b>0007</b>	3. EFFECTIVE DATE <b>15 Feb 2006</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY SDDC Contracting Center Business Support Office 200 Stovall Street – Room 12S47/SDDC-AQG Alexandria, VA 22332-5000		7. ADMINISTERED BY (If other than Item 6) SDDC Contracting Center Carolyn Corria – (703) 428-2038 corriac@sddc.army.mil Alexandria, VA 22332-5000	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) <b>TO ALL POTENTIAL OFFERORS</b>			(4)	9A. AMENDMENT OF SOLICITATION NO. <b>W81GYE-06-R-0014</b>
				9B. DATED (SEE ITEM 11) <b>13 DEC 2005</b>
			<b>X</b>	10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

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IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The date and time for submission of offers has been change from: 17 February 2006 at 12:30 p.m. to: 24 February 2006 at 12:30 p.m.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		JAMES E. WASHINGTON, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY <i>James E. Washington</i> (Signature of Contracting Officer)	15 Feb 06

**Bidders Mailing List - W81GYE-06-R-0014**

NONE OF THE BELOW LISTED FIRMS ARE INCLUDED IN THE EXCLUDED PARTIES  
LISTING AS OF 28 November 2005.

TransAtlantic Lines, LLC  
ATTN: Mr. Gudmundur Kjaenested  
120 Greenwich Avenue  
Greenwich, CT 06830  
Ph: 203-625-5514  
FAX: 203-863-9354  
Email: [gudmundur@transatlanticlines.com](mailto:gudmundur@transatlanticlines.com)

Strong Vessel Operators, LLC  
ATTN: Mike Chapell  
46 Southfield Ave  
Stamford, CT 06902  
Ph: 203-705-4534  
FAX: 203-705-4528  
Email: [mike.chapell@vosusa.com](mailto:mike.chapell@vosusa.com)

Trailer Bridge Inc  
ATTN: Mr. Warren Hayden  
10405 New Berlin Rd. East  
Jacksonville, FL 32226  
Ph: (904)751-7100  
FAX: (904) 751-7444  
Email:

Superior Marine Services, Inc  
ATTN: Mr. Dave Wright  
2574 N. University Drive, Ste 211  
Sunrise, FL 33322  
(954-7474-3814  
Email: [marinesvcs@aol.com](mailto:marinesvcs@aol.com)

Moby Marine Corp  
ATTN: Mr. Bob Remmer  
219 Fisherman's Wharf  
Fort Pierce, FL. 34950  
Ph: (772)-4292729  
Fax: (772)-429-2723  
Email: [mobymarine@aol.com](mailto:mobymarine@aol.com)

Odyssea Shipping Line LLC  
PO Box 2825  
Mobile, AL 36652  
Phone: (251) 432-4003  
Fax: (251) 432-8009  
Email: [ksamssr@comcast.net](mailto:ksamssr@comcast.net)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 5 PAGES
2. AMENDMENT/MODIFICATION NO <b>0008</b>	3. EFFECTIVE DATE <b>16 Feb 2006</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY SDDC Contracting Center Business Support Office 200 Stovall Street - Room 12S47/SDAQ-G Alexandria, VA 22332-5000		7. ADMINISTERED BY (If other than Item 6) SDDC Contracting Center Carolyn Corria -(703) 428-2038 <a href="mailto:corriac@sddc.army.mil">corriac@sddc.army.mil</a> Alexandria, VA 22332-5000	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) <b>TO ALL POTENTIAL OFFERORS</b>			(4)	9A. AMENDMENT OF SOLICITATION NO. <b>W81GYE-06-R-0014</b>
				9B. DATED (SEE ITEM 11) <b>13 DEC 2005</b>
			<b>X</b>	10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, X is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See continuation pages

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>WILLIAM E. MILLS, Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>[Signature]</i>	16C. DATE SIGNED <b>16 FEB 06</b>

**1. Under FAR 52.212-5 (b), Contract Terms and Conditions required to implement statutes or executive orders-commercial items (APR 2005), the following will be checked as below.**

X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

X (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

X (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

**2. Section 7.2.4.7 Reserved is now changed to read: Bunker Fuel Adjustment Factor (BAF)**

A. The purpose of this Bunker Adjustment Factor (BAF) clause is to provide an allowance for the fluctuations in marine fuel prices that is fair to the Government and the Contractor. The allowance shall be paid on per freight payable unit of cargo (Military/DTS cargo only). For containerized goods these units are twenty foot and forty foot containers. For breakbulk cargo they are measurement tons. Forty MT equals one FEU.

B. The allowance shall be paid only on the amount of the annual fuel price that is 20% above or 20% below (inclusive) the baseline fuel price.

C. The allowance for the fluctuations in marine fuel prices shall be paid to the contractor or the Government in accordance with the following:

1) BAF: An annual adjustment shall be made for fluctuations in fuel price. If an increase in fuel cost results in payment to the Carrier, then a lump sum payment will be made as calculated below. If a decrease in fuel cost results in payment to the Government, the Government shall set off the sums against monies owed the Carrier. The Bunker Adjustment Factor (BAF) is zero unless the annual fuel price is at least 20% above or 20% below (inclusive) the baseline fuel price.

2) General Formula: The BAF payment shall be calculated by the Dollar Differential minus 20% of the baseline price multiplied by the Government Fuel Consumption.

3) Baseline Price: The baseline price is developed over a seven-week period and it does not change during the life of the contract. The base period for the contract is seven-week prior to the release of the Request for Proposal (RFP). The base price will be computed for Jacksonville, FL. The source of price information is Bunkerwire based on the bunker type used by vessel as provided. The prices are quoted in dollars per metric ton. Upon award of the contract a modification will be made establishing the baseline price.

- 4) Annual Price: An annual price will be computed at the end of each contract period by taking the average price of fuel (Bunkerwire Subscription) used between Jacksonville, FL./ Guantanamo Bay and return over the contract period. Average fuel prices will be converted into barrels by dividing by the appropriate conversion factor: MDO: 7.2, and HFO: 6.4. The ACO shall provide notice of the annual price no later than 30 days following the end of the contract period. *[Annual Price = total avg. fuel price per month /12 month]*
- 5) Dollar Differential: The Dollar Differential shall be calculated by subtracting the Baseline Price from the New Annual Price. *[Dollar Differential = Annual Price – Baseline Price]*
- 6) Percentage Differential: Dividing the dollar differential by the base price derives the percentage differential. *[Percentage Differential = dollar differential/baseline price]* If the percent differential is greater or less than 20 percent, a payment or deduction will be made. If an increase in cost results in payment to the carrier, such payment will be a lump sum. If a decrease in cost results in benefit to the Government, the Government shall set off sums against monies owed the carrier. The dollar payment/set off shall be in accordance with paragraph 10.
- 7) Total Fuel Consumption: No later than thirty days after the conclusion of any contract/option period, the Carrier shall submit to the ACO a certified statement by voyage of total fuel consumption for the voyages accomplished during the one-year contract/option period. For each voyage, the certification shall contain the following information: Ship name, sailing dates, POD and POE, carrier voyage number and route index, DTS voyage number, amount of commercial cargo loaded and unloaded in Jacksonville and Guantanamo Bay, and the amount of military cargo loaded and unloaded in Jacksonville and Guantanamo Bay.
- 8) Percentage of Government Cargo: The percentage of Government cargo carried between Jacksonville, FL./ Guantanamo Bay and return shall be calculated by dividing the amount of Government cargo carried by the total amount of cargo carried. *[% Government Cargo = Government cargo/Total cargo amount carried (Military Cargo + Commercial Cargo)]*. *(Military and Commercial Breakbulk must be include in the total cargo amount)*
- 9) Government Fuel Consumption: The Government fuel consumption shall be calculated by multiplying the percentage of government cargo carried by the total amount of fuel consumption *[Government Fuel consumption = % of Government cargo carried x total fuel consumption]*.

10) Final Adjustment: The Final Adjustment shall be calculated by the Dollar Differential minus 20% of baseline price multiplied by Government Fuel Consumption. [*Final Adjustment = Dollar Differential – 20% of baseline price x Government Fuel consumption*)].

BAF Formula Example:

Information provided by the Contractor:

- Average annual fuel price • certified total annual fuel consumption
- Annual total amount of cargo carried (Military/DTS & Commercial)

Information provided by the Government:

- Baseline price

Baseline price: \$38.00 per bbls.

Annual Fuel price: \$50.82 per bbls.

Total cargo carried: 1200 TEUs (Mil.) + 700 TEUs (C) = 1900 TEU's

Total annual fuel consumption: 16,000 bbls.

BAF Calculation:

Dollar Differential = \$50.82 – 38.00 = \$12.82

Percentage Differential = \$12.82/38.00 = .337 or 34%

Total fuel = 16,000 bbls.

Percentage of Government Cargo = 1200 TEU/1900 TEUs = .631 or 61%

Government Fuel Consumption = 16,000 bbls. x .61 = 9,760 bbls.

Final Adjustment:

\$12.82 – (.20)38.00 x 9,700 bbls.

(12.82 – 7.62) x 9,700 bbls.

\$5.20 x 9,700 bbls. = \$50,440.00 payment due to the carrier

11) Invoicing Procedures: The Contractor is responsible for indicating, within 30 days following the conclusion of the contract period, whether a fuel payment is due, no fuel payment due, or a fuel payment is due to SDDC. If a fuel payment is due, the contractor must compute the value of the payment and indicate it on an invoice. The invoice shall contain the following information: ship name, sail dates, and copies of the carriers fuel invoices verifying fuel was purchased at the price stated in the calculation, fuel consumed, total cargo carried (military/DTS and commercial), the dollar differential, and the total adjustment due for the contract period.

12) The fuel allowance applies to carrier purchases of fuel from normal commercial suppliers and does not apply when fuel has been provided or subsidized by the U. S. Government or foreign Governments.

**3. Section 8.4.5 Container Detention Charges is changed to read:**

The following charges will apply to all containers accruing detention.

Container Type	Rate Per Day
20 ft Dry	\$22
20 ft Flat	\$22
40 ft Dry	\$35
40 ft Flat	\$35
40 ft Open Top	\$35
20 ft Reefer	\$70
40 ft Reefer	\$92

Nothing follows

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <div style="text-align: center;">J</div>	PAGE OF PAGES <div style="text-align: center;">1   3</div>
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0009</div>	3. EFFECTIVE DATE <div style="text-align: center;">22-Mar-2006</div>	4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">W911LJ-5308-2000</div>	5. PROJECT NO.(If applicable)		
6. ISSUED BY <div style="text-align: center;">CODE</div> SDDC CONTRACTING CENTER SDAQ-G GLOBAL INTERMODAL DIST DIV 200 STOVALL ST, RM 12S67 ALEXANDRIA VA 22332-5000	7. ADMINISTERED BY (If other than item 6) <div style="text-align: center;">CODE</div>	<b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. W81GYE-06-R-0014		
		X	9B. DATED (SEE ITEM 11) 13-Dec-2005		
		10A. MOD. OF CONTRACT/ORDER NO.			
		10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
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B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is to change the period of performance in the solicitation in accordance with FAR Part 52.212-4(c) Change clause. See continuation page.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: EMAIL:		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY (Signature of Contracting Officer)		16C. DATE SIGNED  22-Mar-2006	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION SF 1449 - CONTINUATION SHEET

## SUPPLIES OR SERVICES AND PRICES

## CLIN 0001

The CLIN extended description has changed from GTMO DEDICATED OCEAN SHIPPING SERVICESFFP- TRANSPORTATION AND RELATED SERVICES FROM PORT OF JACKSONVILLE, FL TO GUANTANAMO BAY CUBA FOR A BASE ONE (1) YEAR FIRM PERIOD. EFFECTIVE 01 APR 2006 THROUGH 31MAR 2007. SEE THE CARES I I SYSTEM FOR THE INDIVIDUAL RATES, ORIGIN AND DESTINATION, COMMODITIES, AND ESTIMATED QUANITIES, to support DOD Dedicated Intermodal Transportation requirements between the U.S. and NAVSTA Guantanamo Bay Cuba and return... to GTMO DEDICATED OCEAN SHIPPING SERVICESFFP- TRANSPORTATION AND RELATED SERVICES FROM PORT OF JACKSONVILLE, FL TO GUANTANAMO BAY CUBA FOR A BASE ONE (1) YEAR FIRM PERIOD. EFFECTIVE 01 JUNE 2006 THROUGH 31 MAY 2007. SEE THE CARES I I SYSTEM FOR THE INDIVIDUAL RATES, ORIGIN AND DESTINATION, COMMODITIES, AND ESTIMATED QUANITIES, to support DOD Dedicated Intermodal Transportation requirements between the U.S. and NAVSTA Guantanamo Bay Cuba and return....

## CLIN 0002

The CLIN extended description has changed from OPTION YEAR ONE(1) GTMO DEDICATED OCEAN SHIPPING SERVICES FFP- TRANSPORTATION AND RELATED SERVICES FROM PORT OF JACKSONVILLE, FL TO GUANTANAMO BAY CUBA EFFECTIVE 01 APR 2007 THROUGH 31 MAR 2008. SEE THE CARES I I SYSTEM FOR THE INDIVIDUAL RATES, ORIGIN AND DESTINATION, COMMODITIES, AND ESTIMATED QUANITIES, to support DOD Dedicated Intermodal Transportation requirements between the U.S. and NAVSTA Guantanamo Bay Cuba and return. to OPTION YEAR ONE(1) GTMO DEDICATED OCEAN SHIPPING SERVICES FFP- TRANSPORTATION AND RELATED SERVICES FROM PORT OF JACKSONVILLE, FL TO GUANTANAMO BAY CUBA EFFECTIVE 01 JUNE 2007 THROUGH 31 MAY 2008. SEE THE CARES I I SYSTEM FOR THE INDIVIDUAL RATES, ORIGIN AND DESTINATION, COMMODITIES, AND ESTIMATED QUANITIES, to support DOD Dedicated Intermodal Transportation requirements between the U.S. and NAVSTA Guantanamo Bay Cuba and return..

## CLIN 0003

The CLIN extended description has changed from OPTION YEAR TWO (2) GTMO DEDICATED OCEAN SHIPPING SERVICES FFP- TRANSPORTATION AND RELATED SERVICES FROM PORT OF JACKSONVILLE, FL TO GUANTANAMO BAY CUBA EFFECTIVE 01 APR 2008 THROUGH 31MAR 2009. SEE THE CARES I I SYSTEM FOR THE INDIVIDUAL RATES, ORIGIN AND DESTINATION, COMMODITIES, AND ESTIMATED QUANITIES, to support DOD Dedicated Intermodal Transportation requirements between the U.S. and NAVSTA Guantanamo Bay Cuba and return. to OPTION YEAR TWO (2) GTMO DEDICATED OCEAN SHIPPING SERVICES FFP- TRANSPORTATION AND RELATED SERVICES FROM PORT OF JACKSONVILLE, FL TO GUANTANAMO BAY CUBA EFFECTIVE 01 JUNE 2008 THROUGH 31 MAY 2009. SEE THE CARES I I SYSTEM FOR THE INDIVIDUAL RATES, ORIGIN AND DESTINATION, COMMODITIES, AND ESTIMATED QUANITIES, to support DOD Dedicated Intermodal Transportation requirements between the U.S. and NAVSTA Guantanamo Bay Cuba and return..

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1</b>   <b>2</b>	
2. AMENDMENT/MODIFICATION NO. <b>0010</b>		3. EFFECTIVE DATE <b>07-Apr-2006</b>		4. REQUISITION/PURCHASE REQ. NO. <b>W911LJ-5308-2000</b>		5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>CODE</b>  SDDC CONTRACTING CENTER BUSINESS SUPPORT OFFICE 200 STOVALL STREET- 12S67 ALEXANDRIA VA 22332-5000		<b>W81GYEB9</b>		7. ADMINISTERED BY (If other than item 6) <b>CODE</b>  SDDC CONTRACTING CENTER CAROLYN CORRIA 703-428-2038 CORRIAC@SDDC.ARMY.MIL ALEXANDRIA VA		<b>W81GYEB11</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <b>W81GYE-06-R-0014</b>			
				<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) <b>13-Dec-2005</b>			
				10A. MOD. OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
<b>CODE</b>		<b>FACILITY CODE</b>					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.							
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  See continuation page							
<p>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY _____		07-Apr-2006	
				(Signature of Contracting Officer)			

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The purpose of this amendment is as stated below:

1. Discussions opened on 31 March 2006 and is now officially closed 07 April 2006.
2. The CARE II system is open and changes to rates will be allowed for the Final Revision of Proposals until 1400hrs on 14 April 2006.
3. Section 5.6.4.1 will now read: At the time of booking, the OO may order gensets for reefer containers delivered to the consignees, that may or may not have reefer plugs on their facility. A reefer genset rental rate without regards to the size of the container will be applied on a daily basis as set forth in the accessorial rates in CARE II system. Gensets and fuel tanks must be maintained by the carrier for the duration of free time while in the possession of the consignee.
4. Section 7.3.8 will now read: Genset Rental Rate – The carrier will be paid a daily rental rate for each genset ordered with the reefer container. This rate is applicable when freetime has expired, and the container is in the possession of the consignee/government.
5. Amendment 008 is changed. Section 7.2.4.7 is changed as follows:

**Section 7.2.4.7 Bunker Fuel Adjustment Factor (BAF)**

A. The purpose of this Bunker Adjustment Factor (BAF) clause is to provide an allowance for the fluctuations in marine fuel prices that is fair to the Government and the Contractor. The allowance shall be paid on per freight payable unit of cargo (Military/DTS cargo only). For containerized goods these units are twenty foot and forty foot containers. For breakbulk cargo they are measurement tons. Forty MT equals one FEU.

B. The allowance shall be paid/set off only on the amount of the annual fuel price that is 20% above or 20% below (inclusive) the baseline fuel price.

C. The allowance for the fluctuations in marine fuel prices shall be paid/set off to the contractor or the Government in accordance with the following:

1) BAF: An annual adjustment shall be made for fluctuations in fuel price. If an increase in fuel cost results in payment to the Carrier, then a lump sum payment will be made as calculated below. If a decrease in fuel cost results in payment to the Government, the Government shall set off the sums against monies owed the Carrier. The Bunker Adjustment Factor (BAF) is zero unless the annual fuel price is at least 20% above or 20% below (inclusive) the baseline fuel price.

2) Baseline Price: The baseline price is developed over a seven-week period and it does not change during the life of the contract. The base period for the contract is seven-week prior to the release of the Request for Proposal (RFP). The base price will be computed for Jacksonville, FL. The source of price information is Bunkerwire based on the bunker type used by vessel as provided. The prices are quoted in dollars per metric ton. Upon award of the contract a modification will be made establishing the baseline price.

3) Annual Price: An annual price will be computed at the end of each contract period by taking the average price of fuel (Bunkerwire Subscription) used between Jacksonville, FL./ Guantanamo Bay and return over the contract period. Average fuel prices will be converted into barrels by dividing by the appropriate conversion factor: MDO: 7.2, and HFO: 6.4. The ACO shall provide notice of the annual price no later than 30 days following the end of the contract period. [*Annual Price= total avg. fuel price per month /12 month*]

4) Dollar Differential: The Dollar Differential shall be calculated by subtracting the Baseline Price from the New Annual Price. [*Dollar Differential = Annual Price – Baseline Price*]

5) Percentage Differential: Dividing the dollar differential by the base price derives the percentage differential. [*Percentage Differential = dollar differential / baseline price*] If the percent differential is greater or less than 20 percent, a payment or deduction will be made. If an increase in cost results in payment to the carrier, such payment will be a lump sum. If a decrease in cost results in benefit to the Government, the Government shall set off sums against monies owed the carrier. The dollar payment/set off shall be in accordance with paragraph 9.

6) Total Fuel Consumption: No later than thirty days after the conclusion of any contract/option period, the Carrier shall submit to the ACO a certified statement by voyage of total fuel consumption for the voyages accomplished during the one-year contract/option period. For each voyage, the certification shall contain the following information: Ship name, sailing dates, POD and POE, carrier voyage number and route index, DTS voyage number, amount of commercial cargo loaded and unloaded in Jacksonville and Guantanamo Bay, and the amount of military cargo loaded and unloaded in Jacksonville and Guantanamo Bay.

7) Percentage of Government Cargo: The percentage of Government cargo carried between Jacksonville, FL./ Guantanamo Bay and return shall be calculated by dividing the amount of Government cargo carried by the total amount of cargo carried. [*% Government Cargo = Government cargo / Total cargo amount carried (Military Cargo + Commercial Cargo)*]. (*Military and Commercial Breakbulk must be include in the total cargo amount*)

8) Government Fuel Consumption: The Government fuel consumption shall be calculated by multiplying the percentage of government cargo carried by the total amount of fuel consumption [*Government Fuel consumption = % of Government cargo carried x total fuel consumption*].

9) Final Adjustment: The Final Adjustment shall be calculated by the Dollar Differential minus 20% of baseline price multiplied by Government Fuel Consumption. [*Final Adjustment = (Dollar Differential – 20% of the baseline price) x Government Fuel consumption*].

#### BAF Formula Example:

##### Information provided by the Contractor:

- Average annual fuel price • certified total annual fuel consumption
- Annual total amount of cargo carried (Military/DTS & Commercial)

##### Information provided by the Government:

- Baseline price

Baseline price: \$38.00 per bbls.

Annual Fuel price: \$50.82 per bbls.

Total cargo carried: 1200 TEUs (Mil.) + 700 TEUs (C) = 1900 TEU's

Total annual fuel consumption: 16,000 bbls.

##### BAF Calculation:

Dollar Differential = \$50.82 – \$38.00 = \$12.82

Percentage Differential = \$12.82/38.00 = .337 or 34% (if the differential exceeds +/- 20% an adjustment is due either the carrier or the Government)

Total fuel = 16,000 bbls.

Percentage of Government Cargo = 1200 TEU/1900 TEUs = .631 or 63%

Government Fuel Consumption = 16,000 bbls x .63 = 10080 bbls

##### Final Adjustment:

(\$12.82 – ((.20)\$38.00) x 10080 bbls =

$(\$12.82 - \$7.60) \times 10080 \text{ bbls} =$   
 $\$5.22 \times 10080 = \$52,617.60$  payment to the carrier

10) Invoicing Procedures: The Contractor is responsible for indicating, within 30 days following the conclusion of the contract period, whether a fuel payment is due, no fuel payment due, or a fuel payment is due to SDDC. If a fuel payment is due, the contractor must compute the value of the payment and indicate it on an invoice. The invoice shall contain the following information: ship name, sail dates, and copies of the carriers fuel invoices verifying fuel was purchased at the price stated in the calculation, fuel consumed, total cargo carried (military/DTS and commercial), the dollar differential, and the total adjustment due for the contract period.

11) The fuel allowance applies to carrier purchases of fuel from normal commercial suppliers and does not apply when fuel has been provided or subsidized by the U. S. Government or foreign Governments.

End of Amendment